



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, October 2, 2007  
7:30 p.m.  
**AGENDA**

*Members of the City Council*

*Woody Fridae, Mayor  
Mike Martin, Mayor Pro Tempore  
Harold Anderson  
Cecilia Curry  
Tom Stone*

*John W. Donlevy, Jr., City Manager  
John Wallace, City Attorney  
Nanci Mills, City Clerk*

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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

**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 September 18, 2007 (pp 1-7)
- B. Jackson/McArthur Final Acceptance - Utility Phase, Project No. 06-01 and Roadway Phase, Project No. 06-01.2. (pp 8)
- C. Authorization of Street Closure for October 13, 2007 Harvest Market (pp 9-11)
- D. Contract Extension for Groundwater Monitoring at Winters Landfill Site (pp 12-13)
- E. Authorization for Street Closure- Block Party- Griffin Way (pp 14-16)
- F. A Proclamation of the City Council of the City of Winters Recognizing Domestic Violence Awareness Month – October, 2007 (pp 17)

## PRESENTATIONS

## DISCUSSION ITEMS

- 1. Resolution 2007-47 A Resolution of the City Council of the City of Winters Providing for Funding for the Winters Library (pp 18-21)
- 2. Approval of Recommendation of Supplier for Water Meter System (pp 22-26)
- 3. Second Reading and Adoption of Ordinance 2007-07, an Ordinance of the City of Winters Amending Chapter 9.12 of the Municipal Code Pertaining to Offenses By or Against Minors (pp 27-32)
- 4. Planning Commission Vacancies (pp 33)

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## COMMUNITY DEVELOPMENT AGENCY

- 1. Resolution 2007-50, A Resolution of the Winters Community Development Agency Authorizing A Reciprocal Access and Public Parking Easement Agreement between the Winters Community Development Agency and John and Melanie Pickerel, John and Elizabeth Siracusa and Paul and Jennette Fair (pp 34-59)

CITY MANAGER REPORT

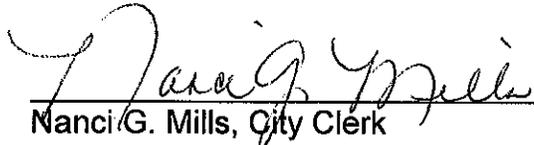
COUNCIL/STAFF COMMENTS

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the October 2, 2007, regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on September 27, 2007, and made available to the public during normal business hours.

  
\_\_\_\_\_  
Nanci G. Mills, City Clerk

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

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

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Wednesday at 10:00 a.m.

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Minutes of the Regular Meeting of the  
Winters City Council  
Held on Tuesday, September 18, 2007

Mayor Fridae called the meeting to order at 7:30 p.m.

Those present were: Council Members Cecilia Aguiar-Curry, Harold Anderson, Michael Martin, Tom Stone and Mayor Woody Fridae. Also present were City Manager John Donlevy, City Attorney John Wallace, Director of Financial Management Shelly Gunby, Police Chief Bruce Muramoto, Sergeant Terry Van Houten, Police Officers Todd Barnett and Richard Mason, Planning Manager Kate Kelly, Economic Development Director/Asst. Executive Director-CDA Cas Ellena, Management Analyst Carol Scianna, After School Program Director Nancy Gonnella, Grant Writer Dawn Van Dyke, Community Development Director Dan Sokolow, and Housing Manager Dan Maguire.

Approval of Agenda: City Manager Donlevy requested that Discussion Item #9 be moved to Discussion Item #1, and Discussion Item #1 be moved to Discussion Item #9. He also requested that Discussion Item #3 be pulled. The Mayor and Council Members approved of these changes unanimously.

**CONSENT CALENDAR**

- A. Minutes of the Regular Meeting of the Winters City Council held on September 4, 2007
- B. Request for Street Closure and Application for Parade Permit – Winters High School Homecoming Parade and Rally
- C. Resolution 2007-46 in Recognition and Support of California Arts Day, October 5, 2007
- D. Joint Powers Agreement between the Yolo Consolidated Communications Agency and the City of Winters for Emergency dispatch services
- E. Resolution 2007-48, A Resolution of the City Council of the City of Winters for Approval of a Budget Adjustment for Park Replacement/Repairs – City Wide Assessment District in the Amount of \$5,000
- F. Supplemental Legal Services – Meyers, Nave, Riback, Silver & Wilson Engagement Letter

City Manager Donlevy gave a brief overview. Council Member Aguiar-Curry asked when Ordinance 2007-04, an Ordinance amending Chapter 10-15 of the Municipal Code Pertaining to Stopping, Standing, and Parking, would be brought back before the Council. City Manager Donlevy said possibly the October 16<sup>th</sup>

meeting. Council Member Anderson indicated he was misquoted in the minutes of the September 4<sup>th</sup> meeting regarding Discussion Item #8, Planning Commission Vacancies. He would like the record to reflect the following: I would like to make a motion to solicit interviews for three commissioners and to include incumbents as well as new applicants who are interested in the position. All candidates will be interviewed by a committee comprised of Mayor Fridae and Council Member Martin.

Regarding Consent Item E, the budget adjustment for the slide replacement at Blue Oak Park, due to the repeated vandalism and arson, Council Member Anderson asked about the possibility of having some type of video surveillance installed. Staff will come back to Council regarding the possibility of video surveillance.

Consent Item F, Supplemental Legal Services – Meyers, Nave, Riback, Silver & Wilson Engagement Letter, has been moved to Discussion Item #11.

Council Member Aguiar-Curry made a motion to approve Consent Items A-E with said changes. Seconded by Council Member Stone. Motion carried unanimously.

### **PRESENTATIONS**

City Attorney John Wallace swore in new Police Officer Richard Mason. The meeting was briefly adjourned for a short reception and called back to order at 8:01 p.m.

### **PUBLIC COMMENTS**

Teresa Sackett, trustee for the Margaret Parsons Trust, read aloud a letter expressing her desire for a joint partnership with the City of Winters regarding the funds that remain in the Margaret Parsons Trust account. She would like to see these funds be used for education and art programs for children and adults. She also requested that Ed Dawkins be named the successor trustee.

### **DISCUSSION ITEMS**

Original Discussion Item #1, Public Hearing to Introduce Ordinance 2007-07, an Ordinance of the City of Winters Amending Chapter 9.12 of the Municipal Code Pertaining to Offenses By or Against Minors, was moved to Discussion Item #9.

- 1. Resolution 2007-49, A Resolution of the City Council of the City of Winters for the Conditional Authorization for the Assessment and Ultimate Transfer of Control of a Cable**

**Television Franchise by Charter Communication Properties, LLC to WAVE Division VI, LLC**

City Attorney Wallace gave a brief overview. He indicated the current agreement with Charter is scheduled to expire in 2010. David Hankin of WAVE Broadband was present to answer questions regarding surcharges for local payments, channel changes, high-speed internet, call boxes, pricing, and the changing of e-mail addresses. David indicated there were no immediate plans to make changes until an evaluation could be completed.

Council Member Anderson made a motion to adopt Resolution 2007-49, A Resolution of the City Council of the City of Winters for the Conditional Authorization for the Assessment and Ultimate Transfer of Control of a Cable Television Franchise by Charter Communication Properties, LLC to WAVE Division VI, LLC. Seconded by Council Member Stone. Motion carried unanimously with the following roll call vote:

**AYES:** Council Members Aguiar-Curry, Anderson, Martin, Stone, and Mayor Fridae.  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**2. Winters Community Library - Consideration and Approval**

City Manager Donlevy gave a brief overview. On August 27, 2007, the Library Steering Committee approved the conceptual drawing provided by Michael Lehmburg of NTD Stichler Architecture, who was present to give a presentation and to answer questions. Sandy Briggs, Program Manager for the Yolo County Library, thanked the Council for their unwavering support of the new library. Winters Friends of the Library President Carol Scianna read aloud a resolution created and approved by the WFOL Executive Board in support of the library.

Council Member Aguiar-Curry made a motion to approve the proposed Winters Community Library Project. Seconded by Council Member Stone. Motion carried unanimously.

The Mayor adjourned the meeting for a short break and reconvened at 9:28 p.m.

**3. Resolution 2007-47 A Resolution of the City Council of the City of Winters Providing for Funding for the Winters Library**

This item has been pulled from the agenda.

**4. Resolution 2007-44, A Resolution of the City Council of the City of Winters Amending the City of Winters 2007-2008 Adopted Operating Budget**

Director of Financial Management Shelly Gunby gave an overview.

Council Member Anderson made a motion to amend the City of Winters 2007-2008 Adopted Operating Budget. Seconded by Council Member Aguiar-Curry. Motion carried with the following roll call vote:

**AYES:** Council Members Aguiar-Curry, Anderson, Martin, Stone, and Mayor Fridae.  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**5. Resolution 2007-45, A Resolution of the City Council of the City of Winters for the Claim of Transportation Development Act Funding From the Sacramento Area Council of Governments**

Director of Financial Management Shelly Gunby gave an overview.

Council Member Aguiar-Curry made a motion to approve Resolution 2007-45, a Resolution of the City Council of the City of Winters for the Claim of Transportation Development Act Funding From the Sacramento Area Council of Governments (SACOG). Seconded by Council Member Martin. Motion carried with the following roll call vote:

**AYES:** Council Members Aguiar-Curry, Anderson, Martin, Stone, and Mayor Fridae.  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**6. Selection of Economic Development Subcommittee Member**

Economic Development Director/Asst. Executive Director-CDA Cas Ellena gave an overview and requested that a Council Member be chosen to participate on an Economic Development Subcommittee. A Planning Commission member will also be requested to participate. Council Member Aguiar-Curry was chosen to be the primary liaison and Council Member Martin was chosen to be the secondary liaison to the Economic Development Subcommittee. Council Member Anderson believed that due to possible conflict of interest, all Council

Members may not be able to participate depending on the area studied, with the exception of Grant Avenue. City Attorney Wallace will seek legal advice regarding the downtown and the direction of the Economic Development Subcommittee.

**7. Choice of Supplier for Water Meter System**

This item has been tabled to bring back to a later meeting.

**8. City Strategic Plan- Review of Draft Plan**

City Manager Donlevy gave an overview of the seven key areas of the City Strategic Plan, reviewed the draft plan, and identified Cas Ellena as the face of Economic Development, along with Planning Manager Kate Kelly and Housing Manager Dan Maguire. City Manager Donlevy stated the downtown area is the major focus of economic development and requested input from Council. Council Member Aguiar-Curry was not as concerned as to where, but how. She would like to see a mission statement for each topic contained in the presentation. Council Member Anderson would like to see something more than a strip mall at I-505 and Grant. Council Member Martin expressed his desire to put a plan in place and move quickly on economic development. Council Member Aguiar-Curry thought a long, thoughtful process was needed to make things right. Council Member Anderson expressed the need for clean water, water conservation, and water supply. Mayor Fridae commended City Manager Donlevy for a job well done.

Staff members can submit their written comments up until the 9/28/07 deadline. At the November 6<sup>th</sup> meeting of the City Council, a two-year strategic plan will be adopted and will be publicized to residents in the Winters Express and in the City newsletter.

**9. Public Hearing to Introduce Ordinance 2007-07, an Ordinance of the City of Winters Amending Chapter 9.12 of the Municipal Code Pertaining to Offenses By or Against Minors**

This item was originally Discussion Item #1. Chief of Police Bruce Muramoto introduced Ordinance 2007-07 to amend the existing curfew ordinance for minors (under 18).

Mayor Fridae opened the public hearing at 10:40 p.m., and closed the public hearing at 10:40 p.m.

Council Member Stone made a motion to introduce Ordinance 2007-07, an ordinance of the City of Winters, amending Chapter 9.12 of the Municipal Code Pertaining to Offenses By or Against Minors, and to include the legal wording as per the Ninth Circuit Court of Appeals in its' ruling in Nunez v. City of San Diego (1997) 114 F.3d 935. Seconded by Council Member Anderson. Motion carried unanimously.

**10. Consideration of Appointment to the Affordable Housing Steering Committee**

Council Member Anderson indicated there is one existing vacancy on the Affordable Housing Steering Committee. He requested that City staff publicize the vacancy and accept Applications of Interest to Serve in Appointed Position from interested applicants. Once the application process has been completed, interviews will be conducted by Council Members Aguiar-Curry and Anderson.

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**COMMUNITY DEVELOPMENT AGENCY**

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**CITY MANAGER REPORT:** The Youth Day Golf Tournament will be held on Sunday, September 23 at the Davis Municipal Golf Course.

**COUNCIL/STAFF COMMENTS:** Council Member Stone would like to discuss the Planning Commission appointments at the October 2<sup>nd</sup> City Council meeting. He also reminded everyone that tomorrow, September 19<sup>th</sup>, is the annual "Talk Like a Pirate Day." Council Member Aguiar-Curry thanked Mayor Fridae for his help at the festival on Sunday and also thanked City Manager Donlevy for his help with the Hispanic Advisory Committee. Council Member Anderson indicated the Winters Putah Creek Committee is close to completing their vegetation management project. Mayor Fridae reminded everyone of the Walk-A-Thon sponsored by Friends of the Meals on Wheels, scheduled for November 3, and the Annual Fund Raiser Dinner sponsored by Cache Creek Lodge, the alcohol and drug abuse recovery center, scheduled for October 20 at the Community Center. He would also like to gather the Council members together to re-take their Council picture.

**INFORMATION ONLY:** None

**ADJOURNMENT**

The meeting was adjourned into Executive Session at 10:48 p.m.

**EXECUTIVE SESSION:** Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code Section 54956.9 (Margaret Parson's Trust.)

The meeting was reconvened into open session at 11:42.

Mayor Fridae adjourned the meeting at 11:42 p.m.

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Woody Fridae, MAYOR

ATTEST:

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Nanci G. Mills, City Clerk



## STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** October 2, 2007  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Nick Ponticello, City Engineer  
**SUBJECT:** Acceptance of Jackson McArthur Reconstruction  
Utility Phase, Project No. 06.01  
Roadway Phase, Project No. 06-01.2

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**RECOMMENDATION:** Staff recommends the City Council accept both phases of the Jackson McArthur Reconstruction project as complete and direct the City Clerk to file Notice of Completions.

**BACKGROUND:** On May 15, 2007 City Council awarded a contract to West Valley Construction for the reconstruction of the water main in most of McArthur Street and all of Jackson Street. The old main was upsized from 6 inches to 8 inches as identified in the Water Master Plan. In addition, the deficient sewer cleanouts and laterals were repaired or replaced. Council authorized \$333,000 for completion of this work.

On June 5, 2007 City Council awarded a contract to Hutchins Paving and Engineering for the reconstruction of the roadway in most of McArthur Street and all of Jackson Street. The reconstruction included replacement of all handicap corner ramps and repair of broken curb, gutter & sidewalk. Council initially authorized \$355,741 which was then increase by Council to \$402,142 due to extensive additional repair of deficient curb, gutter and sidewalk.

Both projects are complete and ready for acceptance.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** Both projects were completed within the authorized budgets. The utility portion of the project was paid from the City Utility Enterprise funds. The majority of the roadway phase of the project was funded by a Community Development Block Grant (CDBG) with the remainder paid from the City Utility Enterprise funds. The total approved budget was \$1,044,100.



**CITY COUNCIL STAFF REPORT**  
**October 2, 2007**

**TO:** Mayor and City Council Members

**BY:** Cas Ellena – Redevelopment & Economic Development Director *CE*

**SUBJECT:** **Request for Closure of Main Street Between Railroad and Elliott Streets on October 13, 2007 for Annual Harvest Market**

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**RECOMMENDATION:** Staff recommends that the City Council authorize closure of Main Street between Railroad and Elliott Streets from 2 – 10 p.m. on October 13, 2007 for the Annual Harvest Market festivities.

**BACKGROUND:** The City of Winters and the Winters Chamber of Commerce have hosted the annual Harvest Market since 2004. Historically, the Harvest Market has taken place on Main Street between Railroad and Elliot Streets. The City has authorized the closure of Main Street each year for this event. The 2007 Harvest Market is scheduled for October 13, 2007 from 4:00 – 8:00 p.m. The Winters Chamber of Commerce and City of Winters staff are requesting the City Council authorize the closure of Main Street, between Railroad and Elliott Streets, from 2:00 – 10:00 p.m. (allowing additional time for set up and take down), on October 13, 2007 for the Harvest Market event.



**City of Winters Request for Street Closure**

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

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

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

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

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

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

Name: Winters Chamber / City of Winters Organization: DAVE FLEMING

Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Telephone: 530-795-\_\_\_\_\_ Today's Date: 9.20.07

Streets Requested: Main Street, between R.R. & BA Elliott

Date of Street Closure: SAT - 10/13/07 Time of Street Closure: 2-10pm

Description of Activity: Selling of produce, ARTISAN CRAFTS, FOOD, wine tasting, MUSIC - low volume

Services Requested of City: Drop off barriers, close street, police patrol

APPROVED: [Signature] Police Department [Signature] Public Works Department





**CITY COUNCIL STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** October 2, 2007  
**THROUGH:** John W. Donlevy, Jr., City Manager. *JWD*  
**FROM:** Carol Scianna, Management Analyst Public Works *CS*  
**SUBJECT:** Contract Extension for Groundwater Monitoring at the Winters Landfill Site

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**RECOMMENDATION:** Staff recommends that the City Council approve a contract extension with Kleinfelder for a period of 18 months in the amount of \$14,000.00 to continue groundwater sampling at the Winters Landfill Site on Moody Slough Road.

**BACKGROUND:** Kleinfelder has been performing the groundwater monitoring at the City's Landfill since May 2001. Kleinfelder samples the groundwater twice each year at three Landfill monitoring well sites. In appreciation of the ongoing relationship with this firm they have not raised increased their rates on the City's project.

The Regional Water Quality Board (RWQCB) has required the City to continue it ongoing monitoring of the groundwater at the Landfill. It is not unusual for the RWQCB to require groundwater monitoring for closed landfills and other sites indefinitely.

**FISCAL IMPACT:** The cost of the contract extension, \$14,000.00, will be funded through the City's Landfill Fund 422-54419-650.

August 16, 2007  
File No. 29628

Ms. Carol Scianna  
City of Winters  
318 First Street  
Winters, CA 95694-1923

**SUBJECT: Authorization to Conduct Additional  
Semi-Annual Groundwater Monitoring and Reporting  
Winters Landfill  
Winters, California**

Dear Ms. Scianna:

Kleinfelder is requesting authorization to proceed with three semi-annual groundwater sampling events and the removal of unused and filled drums at the above referenced site. Please sign the attached authorization form and return it for our files. Thank you for your client longevity, as a result, we have not increased our rates for this project.

SCOPE OF ADDITIONAL WORK: Conduct the semi-annual groundwater sampling, testing and reporting, and removal of drums for the City of Winters, Winters Landfill project per our original proposal (40-YP0-421) dated October 16, 2001.

<u>ADDITIONAL FEES:</u>	Semi-Annual Groundwater Sampling (three events)	\$12,600
	Remove Filled Drums from the Site	\$2,000

**Project Total**

**\$14,600** 14,000 per

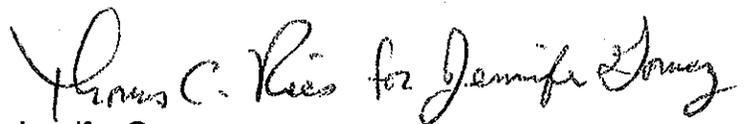
Jeanne

We are scheduled to conduct the semi-annual groundwater sampling in December 2007, May 2008 and December 2008. Please contact me at 707-429-4070 if you have any questions.

Sincerely,

**KLEINFELDER WEST, INC.**

  
Sarah Callahan  
Project Geologist

  
Jennifer Gomez  
Environmental Department Manager



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** October 2, 2007  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Street Closure- 407 Griffin Way

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**RECOMMENDATION:**

That the City Council approve a Street Closure and Amplified Sound application for 407 Griffin Way for a neighborhood block party.

**BACKGROUND:**

The City has received a street closure request for 407 Griffin Way for a neighborhood block/birthday party. The applicant is requesting closure on October 12, 2007 from 5:00 to midnight.

An application and petition has been received for both the street closure and amplified sound from all of the surrounding neighbors. The street is a relatively easy closure and has only a single adjoining neighborhood. The amplified sound will stop by 10:00 p.m.

Staff is recommending approval.

**FISCAL IMPACT:**

None by this Action.

**ATTACHMENT:**

Street Closure and Amplified Sound Application

**CITY OF WINTERS  
REQUEST FOR STREET CLOSURE**

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

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

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

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

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

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

ORD. 91-03 ART.16

Name: *Pamela Hill Emery* Organization: *—*

Address: *407 Griffin Way* Mailing address: *same*

Telephone: *(707) 490-4566 cell* Today's Date: *9/12/2007*

Streets Requested: *Griffin Way*

Date of Street Closure: *10/12/07* Time(s) of Street Closure: *5:00 PM - midnight*

Description of Activity: *I am having a surprise 50<sup>th</sup> birthday*

*Block party for my husband Dave Emery. All the neighbors on the block have been invited on Griffin way and*

Services Requested of the City: *will be attending. It will be safer for the children to play as there will be more than 50-60 people*

*Thank you,  
Pamela Hill Emery*

**CITY OF WINTERS  
REQUEST FOR STREET CLOSURE**

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure.

Name	Address	Signature
1. Jonathan Boyce	405 Griffin Way Winters, CA	[Signature]
2. Michelle Colton	402 GRIFFIN WAY WINTERS CA	[Signature]
3. RAY CORREA	402 GRIFFIN WAY WINTERS CA	[Signature]
4. Trish Ramos	401 Griffin Way, Winters	Trish Ramos
5. Michelle Johnson	403 Griffin Way, Winters	Michelle Johnson
6. Abelino Lemus	402 Griffin Way, Winters, CA	Abelino Lemus
7. Angela Allen	409 Griffin Way, Winters	Angela Allen
8. Pauline	1108 Griffin Way	[Signature]
9. Michelle Kuch	1102 Griffin Way	[Signature]
10. NANCY ANDY PIGNATTARO	1100 GRIFFIN WAY	[Signature]
11. <del>Shane and Terese Daniels</del>	404 Griffin Way	
12. Amy Roberts	1104 Griffin Way	A Roberts
13. Andrew Roberts	1104 Griffin Way	Andrew Roberts
14. David Lee	406 Griffin Way	[Signature]
15. Lisa Rocca	1106 Griffin Way	[Signature]
16. Pamela Hill Emery	407 Griffin Way Winters CA	Pamela Hill Emery
17.		
18.		
19.		
20.		
21.		
22.		



**A PROCLAMATION OF THE CITY COUNCIL  
OF THE CITY OF WINTERS RECOGNIZING  
DOMESTIC VIOLENCE AWARENESS MONTH  
OCTOBER 2007**

**WHEREAS**, domestic violence is a crime that invades the homes and destroys the lives of many citizens in the City of Winters; the countless problems of domestic violence are not confined to any specific group or groups of people but intersects all economic, racial, and societal areas; and

**WHEREAS**, because of the recurring and methodical use of physical, emotional, sexual, psychological, and economic control and abuse, the crime of domestic violence violates the privacy, dignity, security, and fundamental humanity of the individual; and

**WHEREAS**, one of the most effective methods in helping victims of domestic violence is to engage in prevention and educational activities; the recognition and protection of the rights of victims' due process are vital components of deterrence and to increase the public's awareness about domestic violence; and

**WHEREAS**, every day throughout our nation, thousands of victims and witnesses of domestic violence receive assistance from both public and private agencies specifically created for victim and witness support and assistance; and

**WHEREAS**, the City of Woodland has continuously demonstrated its commitment to victims of domestic violence crimes; each year, the observance of Domestic Violence Awareness Month expands the awareness of the problems of domestic violence crimes confronting our society and educates the community on the services available to them.

**THEREFORE**, be it resolved by the City Council of the City of Winters hereby adopts this Proclamation acknowledging the month of October 2007 as Domestic Violence Awareness Month and urges all citizens to work toward the eradication of domestic violence.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of October, 2007, by the following roll call vote:

- AYES:** Councilmembers Aguiar-Curry, Anderson, Martin, Stone, and Mayor Fridae
- NOES:** None
- ABSENT:** None
- ABSTAIN:** None

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**Councilmember Cecilia Aguiar-Curry**

\_\_\_\_\_  
**Councilmember Harold Anderson**

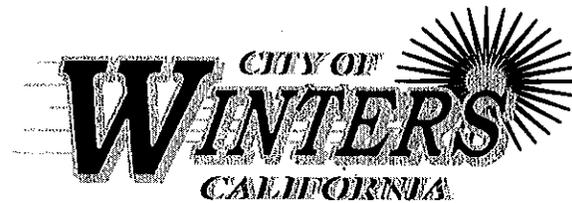
\_\_\_\_\_  
**Councilmember Michael Martin**

\_\_\_\_\_  
**Councilmember Tom Stone**

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**Mayor Woody Fridae**

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**City Manager John W. Donlevy, Jr.**

\_\_\_\_\_  
**ATTEST: City Clerk Nanci G. Mills**



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 2, 2007  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Shelly Gunby, Director of Financial Management  
**SUBJECT:** Budget Adjustment Request for Library Funding

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**RECOMMENDATION:**

Approve Resolution 2007-47 A Resolution of the City Council of the City of Winters Amending the City of Winters 2007-2008 Adopted Operating Budget and Approving Expenditures for the Winters Public Library

**BACKGROUND:**

The City has been working with the School District and the County for the past several years to design and build a new Public Library in the City of Winters. The City has committed to funding a portion of the construction costs of the Library from the Community Development Agency Series 2004 Bond Proceeds as well as the Margaret Parsons Trust, and contributions from the various developers of projects that have received approval and have signed Development Agreements.

The funding amounts are as follows:

Margaret Parsons Trust	\$ 470,772.61
Community Development Agency	600,000.00
Ogando Hudson Development	36,541.00
Callahan Estates Development	67,459.00
Creekside Estates Development	25,000.00
Anderson Place Development	20,000.00
Winters Highlands Development	<u>150,000.00</u>
Total	\$1,369,772.61

The contribution from the various developers is \$299,000.00 and staff is requesting to borrow the funds from Fund 421 General Fund Capital until the developers submit the funds per their individual development agreements. The 2007-2008 Community Development Agency Budget as approved, included the expenditure for the Library.

The City Staff has reached an agreement with the Trustee for the Margaret Parsons Trust regarding the final disbursement of funds for the Library Project and Trust. Under the terms, the Trust will be disbursing an additional \$12,000 to the City, which will be matched with approximately \$13,000 (from future accrued interest) for the funding of a \$25,000 Margaret Parsons Trust Art Endowment. These funds will be managed by the City for art education programs to occur at the Library. A separate fund will be developed to hold the funds and disburse over a ten year period.

*Library Funding Resolution*  
*Agenda Report- October 2, 2007*  
*Page 2*

Staff requests that a new "Library Construction" Fund be created, and all the above funds be transferred to this fund for accounting purposes. This fund will be used to track all contributions to the Library as well as all expenditures made by the City of Winters for library construction.

**FISCAL IMPACT:**

A temporary reduction in the amount available in Fund 421 General Fund Capital until the developers reimburse according to their individual agreements.

**RESOLUTION 2007-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING THE CITY OF WINTERS 2007-2008 ADOPTED OPERATING BUDGET AND APPROVING EXPENDITURE FOR WINTERS PUBLIC LIBRARY**

**WHEREAS**, On June 27, 2007 the City Council of the City of Winters adopted the operating budget for Fiscal Year 2007-2008; and

**WHEREAS**, the City has agreed to provide funding for a new Public Library; and

**WHEREAS**, funding is to be provided by the developers known as Hofmann Development Company, Granite Bay Holdings, G Street San Bernardino, LLC and Eva Ilona Brezowski and Donald Miller, per their respective Development Agreements as well as the Winters Community Development Agency and the Margaret Parsons Trust; and

**WHEREAS**, the funding for the Public Library is required immediately in order to begin construction; and

**WHEREAS**, the Development Agreements do not provide funding immediately; and

**WHEREAS**, the City of Winters desires to have the Public Library constructed in a timely manner.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Winters that the adopted operating budget for fiscal year 2007-2008 be amended as follows:

Section 1: Increase 2007-2008 budgeted expenditures in the following funds and amounts:

1. Fund 421 General Fund Capital	\$299,000.00
2. Fund 821 Margaret Parson Trust	<u>470,772.61</u>
Total adjustments	\$ 769,772.61

Section 2: When funding is received from Granite Bay Holdings, Hofmann Development Company, G Street San Bernardino, LLC and Eva Ilona Brezowski and Donald Miller, the following reimbursements will be made:

1. Fund 421 General Fund Capital	\$299,000.00
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Section 3: A new fund is created to be titled Library Construction.

Section 4: The following amounts be placed in the Library Construction Fund

1. The Balance of the Margaret Parsons Trust Fund #821 in the amount of \$470,772.61
2. The budgeted contribution from Fund #702, the Series 2004 Community Development Agency Bonds of \$600,000.00
3. The amount to be advanced from Fund #421 of \$299,000.

**PASSED AND ADOPTED** by the City Council, City of Winters, the 2nd day of October 2007 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Keith Fridae, Mayor

**ATTEST:**

\_\_\_\_\_  
Nanci G. Mills, CITY CLERK



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** October 2, 2007  
**FROM:** John W. Donlevy, Jr., City Manager *JWD*  
**SUBJECT:** Water Meter Vendor- Recommendation

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**RECOMMENDATION:**

That the City Council Approve the selection of Badger Water Meter, Inc. as the vendor for City water meters.

**BACKGROUND:**

In 2005, the State Legislature enacted AB 2725 requiring that all water customers who currently have water meters begin paying based on a consumption charge. This becomes effective in 2010. This was enacted under the premise of encouraging users to conserve both water and the electricity used to produce the water.

Beginning in 1992, the City of Winters has required that all new homes and re-sales have meters installed to comply with previous legislation requiring such.

The City of Winters currently provides water to approximately 1,968 homes/customers. Of these, 1,081 homes currently have "Sensus" touch read meters. Most are currently operable, but are not currently read. At the present time, the City has 62 businesses on commercial meters and 42 which are not.

In 2005, the City conducted a sewer and water rate study where this issue was addressed. The policy decision of the City Council was to develop a strategy for the implementation of a metering program for all customers, versus a two tiered system of metered and non-metered customers.

**DISCUSSION:**

Staff has developed an overall strategy for the implementation of a "consumption" based water enterprise to take affect in 2010. This strategy includes the following:

1. Selection of a Metering System to be implemented City-wide.
2. Water Rate Analysis to establish consumption charges.
3. Development of an organization for the City's Water and Sewer Enterprises.
4. Implementation of a revised water system which includes consumption based charges.

### **Selection of a Metering System:**

The selection and establishment of a metering system is critical based on the premise that it serves as the measurement of the consumption and the basis for billing. The City of Winters presently has an accounting and billing system which manages our customers, thus the need for metering which interfaces is seen as a critical element.

There are basically two systems of metering, manual and radio read.

The manual system requires personnel to either visually or mechanically read the individual meters. This involves personnel canvassing the system on a set basis to record consumption and an interface with the accounting and billing system.

Radio read meters is rapidly becoming an industry standard where meters transmit data on a radio or signal basis to a computer interface. This typically involves a person driving through the area with a radio reader to collect the meter data which is then interfaced with the accounting and billing system.

Staff is recommending that a radio read system be implemented based on the following:

- Radio read greatly reduces the labor needed to read meters; it eliminates:
  - Managing a crew to read the meters, typically multiple employees;
  - Hidden costs associated with that level of employment.
  - Liability of employees entering metered sites.
  - Problems with hard to reach sites, dogs and bad weather.

Many cities are installing "fixed network" systems so meters can be read from city hall without driving around. Many of the metering now allows for "data profiling" which allows staff to see actual daily water usage and show customers use in settling disputes and billing questions.

In July and August, 2007, Staff conducted a bidding process for meter vendors interested in submitting proposals. These included the following companies:

- Sensus
- AMCO
- Hersey
- Badger

- Neptune

A Staff Panel received presentations and reviewed proposals from each of the companies. Badger Water Meter Inc., represented by National Meter & Automation, Inc. is being recommended as the favored provider. This selection was based on multiple factors including interface with our current utility billing system, cost, durability and references. Attachment A is a summary of costs for the meters proposed.

Staff will also make a comprehensive presentation at the City Council Meeting.

If approved, Staff will enter into a negotiation with Badger for the purchase of up to 1,300 meters with radio read transmitters installed and up to 700 retrofit transmitters for existing meters. Additionally, the purchase of equipment to read the meters and the interface with the accounting system will be included. The cost estimate is \$275,734.

**Water Utility:**

Over the course of the next six (6) months, Staff will begin a process of key tasks and bids which will accompany this project which will come before the City Council. These will include:

- Selection of a water rate consultant.
- Hire of a contractor to install the water meters.
- Approval of a water enterprise organization.
- Water Enterprise Implementation Program

**Summary:**

Staff anticipates that the installation of the metering system will take approximately 18 months. Implementation will occur in phases and will be presented to the City Council as they are ready.

**FISCAL IMPACT:**

The cost of the purchase of the water meter equipment is estimated at \$275,734.

**ATTACHMENT:**

Proposal Comparison Worksheet

**Proposal Costs for Water Meter Suppliers**

<b>Supplier</b>		<b>Drive-by Cost</b>	<b>Fixed Network cost</b>
<b>Sensus</b>		<b>\$496,988</b>	<b>\$635,362</b>
<b>AMCO</b>		<b>\$335,427</b>	<b>\$377,677</b>
<b>Hersey</b>		<b>\$301,064</b>	<b>\$443,089</b>
<b>Badger</b>		<b>\$275,734</b>	<b>\$306,617</b>
<b>Neptune</b>		<b>\$431,679</b>	<b>\$469,583</b>

Homes with meters	1081
New 3/4" home installations	887
Total connections	1968
Replace 3/4" old meters	300
Retrofit newer meters	781
Total meters needed	1187

Drive-By System Proposals Compared

Sensus			
	Qty	Price	Extend
MXU endpoints	1968	140	275620
3/4" meters, no MXU	1187	137	162892
Reading Bundle			14790
Handhelds & cradles	2	3800	7600
Software with license	1	2590	2590
MOMS - we have already			0
Subtotal			463382
Sales tax			33996
Total			496988
Reader subtotal only			24980
Meters and endpoints only			439412

AMCO/Datamatic drive by only			
	Qty	Price	Extend
Finefly endpoints	1968	88	172200
3/4" meters	1187	75	89025
Reading system	1	24282	24282
Handhelds & cradles	2	5275	10550
Training - 2 modules	2	3600	7200
Software with license	1	6995	6995
MOMS interface	1	2500	2500
Subtotal			312752
Sales tax			22875
Total			335627
Reader subtotal only			51527

Hershey/Itron			
	Qty	Price	Extend
Itron 60W ERT	1968	60	118080
3/4" 400 IIS meters	1187	114	135318
Reading system bundle	1	16950	16950
Handheld & cradle (1 in bu	1	4685	4685
Training/Implementation	1	3000	3000
Hub	1	179	179
MOMS interface	1	2500	2500
Subtotal			289712
Sales tax			20352
Total			309064
Reader subtotal only			27314

Badger/Odon			
	Qty	Price	Extend
Transmitters (endpoints)	1968	72	141696
3/4" meters	1187	77	91389
Reading system bundle	1	12500	12500
Radix Handhelds	2	4500	9000
Data profiling (option)	0	0	0
MOMS interface	1	2500	2500
Subtotal			257695
Sales tax			18639
Total			276334
Reader subtotal only			24000
Meters and endpoints only			233095
Diff			205317
Total diff			221254

Neptune/Equinox			
	Qty	Price	Extend
R900 endpoints	1968	103	202409
3/4" meters	1187	149	177041
spice kits	781	2	1172
Reading system bundle	1	7027	7027
Handheld & cradle (1 in bundle)	2	4875	9350
Software	1	3000	3000
MOMS interface	1	2500	2500
Subtotal			402486
Sales tax			29181
Total			431679
Reader subtotal only			21877
Meters and endpoints only			379450

Drive-By System Proposals Compared

AMCO/Datamatic laptop and fixed ready			
	Qty	Price	Extend
Mosaic endpoints	1968	107	210576
3/4" meters	1187	75	89025
Gateways	0	3750	0
Software	1	19000	19000
Training (2 modules)	1	6400	6400
MOMS			6995
Subtotal			2500
Sales tax			334496
Total			24251
Reader subtotal only			358747
Meters and endpoints only			34895



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council members

**DATE :** October 2, 2007

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

**FROM:** Bruce Muramoto, Chief of Police

**SUBJECT:** Curfew Ordinance No. 2007-07

A handwritten signature in black ink, appearing to read "Bruce Muramoto", is written over the "THROUGH:" and "FROM:" lines of the header.

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**RECOMMENDATION:**

That the City Council:

1. Adopt Ordinance No. 2007-07, AN ORDINANCE OF THE CITY OF WINTERS AMENDING CHAPTER 9.12 OF THE MUNICIPAL CODE PERTAINING TO OFFENSES BY OR AGAINST MINORS. Public Hearing was held by City Council on September 18, 2007.

**BACKGROUND:**

The purpose of this ordinance is to amend the existing curfew ordinance for minors in response to the Ninth Circuit Court of Appeals ruling in *Nunez v. City of San Diego* (1997) 114 F.3d 935.

In addition, the California Education Code contains sections dealing with truancy and curfew for school-aged children. Recently, those sections were interpreted by the California Courts, which allowed Cities to adopt curfew ordinances that supplement, rather than conflict with, the California Education Code. This curfew ordinance, based on those in other cities, is such a supplemental provision

**DISCUSSION:**

Staff is recommending that the City Council adopt the attached amendment to the municipal code to bring it in compliance with current case law.

**FISCAL IMPACT:**

None

**ATTACHMENT:**

Proposed Ordinance No. 2007-07

**ORDINANCE NO. 2007-07**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AMENDING CHAPTER 9.12 OF THE WINTERS MUNICIPAL CODE  
CONCERNING OFFENSES BY OR AGAINST MINORS**

1. Purpose. The purpose of this ordinance is to amend the existing curfew ordinance for minors in response to the Ninth Circuit Court of Appeals ruling in *Nunez v. City of San Diego* (1997) 114 F.3d 935. According to *Nunez v. San Diego*, the existing curfew ordinance, when narrowly construed, may be deemed unconstitutionally vague because it does not: (1) define the offense with sufficient definiteness so that ordinary people can understand what conduct is prohibited; and (2) establish standards to permit police to enforce the law in a non-arbitrary, non-discriminatory manner. When interpreted under a broader construction, the existing ordinance may be construed as an unconstitutional impairment of citizens' fundamental right of free movement and travel, and would thereby fail the strict scrutiny test; that is, it is not narrowly tailored to promote a compelling governmental interest.

2. Authority. The City Council enacts this ordinance under the authority granted by Article XI, Section 7 of the California Constitution.

3. Amendments. Sections 9.12.010, 9.12.020, 9.12.030 and 9.12.040 of the Winters Municipal Code are hereby amended as follows:

**Sec. 0.12.010. Definitions for Curfew Provisions.**

For purposes of Chapter 9.12:

“Curfew hours” means the period from 10:00 p.m. any evening of the week, or 11:00 p.m. daylight savings time, until 6:00 a.m. the following day.

“Emergency” means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, natural disaster, an automobile accident or any situation requiring immediate action to prevent serious bodily injury or loss of life.

“Establishment” means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

“Guardian” means: (1) a person who, under court order, is the guardian of a minor; or (2) a public or private agency with whom a minor has been placed by the court.

“Minor” means any person under eighteen (18) years of age.

“Parent” means a person who is a natural parent, adoptive parent, or step-parent of the minor.

“Public place” means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, parks, and the common

areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops, or any privately owned land that is unsupervised and is open and generally available to the public. This includes vacant lots and parking lots.

“Remain” means to: (1) Linger or stay, to tarry; or (2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

“Responsible adult” means a person eighteen (18) years of age or older, authorized by a parent or guardian to have the care and custody of a minor.

“Serious bodily injury” means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement or protracted loss or impairment of the function of any bodily member or organ.

#### **Sec. 9.12.020. Curfew Restrictions.**

(a) It is unlawful for any minor to be present in any public place or on the premises of any establishment within the City of Winters during curfew hours.

(b) It is unlawful for any parent or guardian of a minor to knowingly permit, or by insufficient control to allow, the minor to be present in any public place or on the premises of any establishment within the City during curfew hours.

(c) It is a defense to prosecution under Section 9.12.020(a) or (b) that the minor was:

(1) accompanied by the minor’s parent or guardian, or by a responsible adult;

(2) on an errand at the direction of the minor’s parent or guardian, or the responsible adult, without any detour or stop;

(3) in a motor vehicle involved in interstate travel;

(4) engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;

(5) involved in, or acting in response to, an emergency;

(6) on the sidewalk abutting the minor’s residence;

(7) attending an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Winters, a civic organization, or another similar entity that takes responsibility for the minor;

(8) exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of lawful assembly; or

(9) emancipated pursuant to law.

(d) Before taking any enforcement action under this section, a police officer shall ask the apparent offender’s age and reason for being in the public place or on the premises of the establishment during curfew hours. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that

an offense has occurred and that, based on any responses and other circumstances, no defense under Section 9.12.020(c) is present or applicable.

(e) Each violation of this section shall constitute a separate offense.

**Section 912.030. Permission by proprietors unlawful.**

It is unlawful for any proprietor, keeper, clerk or any other person, having charge or control of any café, tavern, restaurant, bar, eating place, or public dance hall to permit any person under the age of eighteen (18) years to loiter in such public place during curfew hours unless such person is accompanied by a parent, guardian, or other adult person, having the care and custody of such minor.

**Section 912.040. Violation – Penalty Provision.**

Any minor violating the provisions of Section 9.12.020, shall be guilty of a misdemeanor, and shall be dealt with in accordance with juvenile court law and procedure. . . [Remainder of original section, beginning with second paragraph, remains the same].

Section 4. Effective Date and Notice. This ordinance shall take effect immediately as an urgency measure and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2007

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**KEITH FRIDAE  
MAYOR**

**ATTEST:**

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**NANCI MILLS  
CITY CLERK**



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council members  
**DATE :** October 2, 2007  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Bruce Muramoto, Chief of Police  
**SUBJECT:** Curfew Ordinance No. 2007-07

---

**RECOMMENDATION:**

That the City Council:

1. Conduct a Second Public Hearing on the an amendment to the Winters Municipal Code Pertaining to Offenses by or Against Minors; and
2. Adopt Ordinance No. 2007-07, AN ORDINANCE OF THE CITY OF WINTERS AMENDING CHAPTER 9.12 OF THE MUNICIPAL CODE PERTAINING TO OFFENSES BY OR AGAINST MINORS.

**BACKGROUND:**

The purpose of this ordinance is to amend the existing curfew ordinance for minors in response to the Ninth Circuit Court of Appeals ruling in *Nunez v. City of San Diego* (1997) 114 F.3d 935. According to *Nunez v. San Diego*, the existing curfew ordinance, when narrowly construed, may be deemed unconstitutionally vague because it does not: (1) define the offense with sufficient definiteness so that ordinary people can understand what conduct is prohibited; and (2) establish standards to permit police to enforce the law in a non-arbitrary, non-discriminatory manner. When interpreted under a broader construction, the existing ordinance may be construed as an unconstitutional impairment of citizens' fundamental right of free movement and travel, and would thereby fail the strict scrutiny test; that is, it is not narrowly tailored to promote a compelling governmental interest.

**DISCUSSION:**

Staff is recommending that the City Council adopt the attached amendment to the municipal code to bring it in compliance with current case law.

**FISCAL IMPACT:**

None

**ATTACHMENT:**

***Curfew Ordinance Revision  
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Page 2***

Proposed Ordinance No. 2007-07



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** October 2, 2007  
**THROUGH:** John W. Donlevy, Jr., City Manager.   
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk  
**SUBJECT:** Planning Commission Appointment (3)

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**RECOMMENDATION:**

Staff recommends that the City Council accept the recommendation of the Planning Commission Vacancy Selection Committee regarding three open Planning Commission seats.

**BACKGROUND:**

Effective July 1, 2007, Planning Commission Chairman Don Jordan, and Planning Commissioner Jack Graf completed their four year term. Planning Commissioner Bruce Guelden filled the vacancy for the remainder of the term left by departing Planning Commissioner Ed Ross.

The Planning Commission Vacancy Selection Committee is comprised of Michael Martin and Woody Fridae. Interviews are taking place prior to the October 2 City Council meeting.

**FISCAL IMPACT:**

None



**CITY COUNCIL STAFF REPORT**  
**October 2, 2007**

**TO:** Mayor and City Council Members

**BY:** Cas Ellena – Redevelopment & Economic Development Director *CE*

**SUBJECT:** Reciprocal Access and Public Parking Easement Agreement Between the Winters Community Development Agency; John and Melanie Pickerel; and John and Elizabeth Siracusa and Paul and Jennette Fair

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**RECOMMENDATION:** Staff recommends that the Winters Community Development Agency ("Agency") approve, in substantial form, the Reciprocal Access and Public Parking Easement Agreement

**BACKGROUND:** The Agency is the owner in fee of real property, located in the City of Winters, County of Yolo, on Railroad Avenue between Abbey Street and Main Street, Assessor's Parcel Number ("APN") 003-224-001 (the "Agency Parcel"). John and Melanie Pickerel ("Pickerel") are the owners in fee of that certain real property in the City of Winters, County of Yolo, located at 8 East Abbey, APN 003-224-021 (the "Pickerel Parcel"). John and Elizabeth Siracusa and Paul and Jennette Fair ("Siracusa & Fair") are the owners of that certain real property in the City of Winters, County of Yolo, located at 7 & 9 East Main Street, APN's 003-224-031 and 003-224-041 (the "Siracusa and Fair Parcel"). These properties together make up the entire block in downtown Winters bordered by Railroad Avenue on the West, Elliott Street on the East, Abbey Street on the North and Main Street on the South.

This block is under a planned development overlay and it was intended that the block would be developed under a common master plan. Based on this concept, Siracusa & Fair, moved forward with the development of certain infrastructure improvements, of benefit to the entire block, including engineering, lighting, irrigation, landscaping, and drainage improvements amounting to approximately \$275,000 (the "Improvements").

**DISCUSSION:** Though the block is no longer being developed under a common master plan and each parcel is moving forwarding independently, it would be beneficial for each parcel to have a common parking area and reciprocal access to ingress/egress for pedestrian and vehicular traffic. Additionally, as the Agency and the Pickerel parcels benefit from the Improvements completed by Siracusa & Fair, it would be equitable for the Agency and Pickerel to provide compensation to Siracusa & Fair on a pro-rata share for use of the Improvements.

The attached Reciprocal Access and Parking Easement Agreement (the "Agreement") provides that:

- Siracusa & Fair and Pickerel will allow reciprocal ingress/egress access to each other and to the Agency for vehicles and pedestrians across their respective parcels;
- Pickerel will grant to Siracusa & Fair a nonexclusive easement for the placement of a trash dumpster;
- The Agency will reimburse Siracusa & Fair for the Agency's pro-rata share of the Improvements. Based upon a comparison of land area, existing buildings and proposed future build-out, the pro-rata share of the Agency is \$144,000. The \$144,000 reimbursement is derived by calculating approximately 53% the total cost of improvements, (\$275,000), and attributing it to the Agency. An analysis of the block determined that the anticipated future development of the Agency parcel would most likely accommodate approximately 53% of the total development of the block. (Note: Pickerel's pro-rata share, based upon a comparison of land area and existing buildings, is substantially equal to the value of the granted easements and therefore no financial reimbursement is required); and
- Siracusa & Fair will maintain, repair, insure, and pay the taxes and other obligations incident to the common "Parking Easement Area" and that the Agency and Pickerel will reimburse Siracusa & Fair for this maintenance and upkeep estimated at \$1,500 annually.

**ATTACHMENTS:**

- **Resolution No. 2007-50**
- **Reciprocal Access and Public Parking Easement Agreement**

**RESOLUTION NO. 2007-50**

**RESOLUTION OF THE WINTERS COMMUNITY DEVELOPMENT AGENCY AUTHORIZING A  
RECIPROCAL ACCESS AND PUBLIC PARKING EASEMENT AGREEMENT WITH  
JOHN AND MELANIE PICKEREL AND  
JOHN AND ELIZABETH SIRACUSA AND PAUL AND JENNETTE FAIR**

**WHEREAS**, the Winters Community Development Agency (the "Agency") is the owner in fee of real property, located in the City of Winters, County of Yolo, on Railroad Avenue between Abbey Street and Main Street, Assessor's Parcel Number ("APN") 003-224-001(the "Agency Parcel") and:

**WHEREAS**, John and Melanie Pickerel ("Pickerel") are the owners in fee of that certain real property in the City of Winters, County of Yolo, located at 8 East Abbey, APN 003-224-021(the"Pickerel Parcel"); and

**WHEREAS**, John and Elizabeth Siracusa and Paul and Jennette Fair ("Siracusa & Fair") are the owners of that certain real property in the City of Winters, County of Yolo, located at 7 & 9 East Main Street, APN's 003-224-031 & 003-224-041 (the"Siracusa and Fair Parcel" ); and

**WHEREAS**, the Agency, Pickerel, and Siracusa & Fair, are collectively referred to as the "Parties"; and

**WHEREAS**, the Agency Parcel, the Pickerel Parcel and the Siracusa and Fair parcel are collectively referred to as the "Property"; and

**WHEREAS**, the Parties desire to provide reciprocal access and parking easements on the Property, provide for the maintenance and upkeep of such access and parking areas, and to reimburse Siracusa and Fair for certain costs associated with the construction of the parking area and improvements, all as more fully defined and set forth in the Reciprocal Access and Parking Agreement, attached hereto as Exhibit A and incorporated herein by reference (the "Agreement").

**NOW, THEREFORE, BE IT RESOLVED** that the Agency does hereby approve the Agreement by and between the Agency, Pickerel, and Siracusa & Fair; in substantially the form attached; and

**BE IT FURTHER RESOLVED**, that the Agency does hereby authorize and direct the Executive Director of the Agency to execute the Agreement in substantially similar form as approved with any non-substantive changes as necessary, and to take any and all actions necessary to implement the Agreement.

**PASSED AND ADOPTED** by the Winters Community Development Agency at a regular meeting on the 2<sup>nd</sup> day of October, 2007.

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Chair of the Winters Community Development Agency

ATTEST:

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Nanci G. Mills, Agency Clerk

I, Nanci G. Mills, Clerk for the Winters Community Development Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Winters Community Development Agency at a regular meeting thereof held on the 2<sup>nd</sup> day of October, by the following vote of the Agency to-wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Winters Community Development Agency on this 2<sup>nd</sup> day of October, 2007.

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Nanci G. Mills, Agency Clerk

Recording Requested By:

Winters Community Development Agency

When Recorded Mail to:

Winters Community Development Agency  
318 First Street  
Winters, CA 95694-1923

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## RECIPROCAL ACCESS AND PUBLIC PARKING EASEMENT AGREEMENT

This Reciprocal Access and Public Parking Easement Agreement ("**Agreement**") is entered into as of October \_\_\_\_\_, 2007 ("**Effective Date**"), by and between the WINTERS COMMUNITY DEVELOPMENT AGENCY, a public body corporate and politic ("**Agency**"), John and Elizabeth Siracusa, husband and wife, and Paul and Jennette Fair husband and wife ("**Siracusa and Fair**"), and John and Melanie Pickerel, husband and wife ("**Pickerel**"). The Agency, Siracusa and Fair, and Pickerel are sometimes hereinafter referred to collectively as the "parties" or individually as a "party."

### RECITALS

A. The parties to this Agreement collectively own in fee the real property in the City of Winters, County of Yolo, and located east of Railroad Street, south of Abbey Street, west of Elliot Street and north of Main Street (the "**Property**"). The Property is generally depicted in the Map of the Site, which is attached hereto as Exhibit A and incorporated herein by reference.

B. The Agency is the owner in fee of that certain real property in the City of Winters, County of Yolo, designated as Parcel "A" in Exhibit A, and legally described in Exhibit B, attached hereto and incorporated herein by reference (the "**Agency Parcel**").

C. Pickerel is the owner in fee of that certain real property in the City of Winters, County of Yolo, designated as Parcel "B" in Exhibit A, and legally described in Exhibit C, attached hereto and incorporated herein by reference (the "**Pickerel Parcel**").

D. Siracusa and Fair is the owner of that certain real property in the City of Winters, County of Yolo, designated as Parcel "C" in Exhibit A, and legally described in Exhibit D, attached hereto and incorporated herein by reference (the "**Siracusa and Fair**").

E. The parties desire to provide reciprocal access and public parking easements on the Property, provide for the maintenance and upkeep of such access and public parking areas, and to reimburse Siracusa and Fair for certain costs associated with the construction of the public parking area and improvements, all as more fully defined and set forth in this Agreement.

NOW THEREFORE, the parties agree as follows:

## AGREEMENT

1. Public Parking Easement. Siracusa and Fair hereby grants to Agency and Pickerel for the benefit of the general public, and of each such party to this Agreement, its successors, assigns, tenants, customers and invitees, the customers and invitees of such tenants, a nonexclusive easement for the passage and parking of passenger vehicles in the Public Parking Easement Area, which is now improved with standard surface parking spaces for public or customer parking ("**Public Parking Easement**"). "**Public Parking Easement Area**" means and refers to the area so designated as shown on the Map of the Parking Lot Easement Area, attached as Exhibit E, and legally described in Exhibit F, attached hereto and incorporated herein by reference .

2. Public Parking Easement Area Maintenance and Repair –Siracusa and Fair shall maintain, repair, insure, and pay the taxes and other obligations incident to the Public Parking Easement ("**Public Parking Easement Maintenance Costs**"). The annual Public Parking Easement Maintenance Costs are estimated to be Fifteen Hundred Dollars (\$1,500). Siracusa and Fair shall provide Agency and Pickerel with an annual accounting of the Public Parking Easement Maintenance Costs, along with reasonable proof thereof, on or about June 1<sup>st</sup> of each year. Agency and Pickerel shall each reimburse to Siracusa and Fair within thirty (30) days of receipt of the annual accounting one-third of the actual annual Public Parking Easement Maintenance Costs. If the annual Public Parking Easement Maintenance Costs are reasonably anticipated by Siracusa and Fair to exceed the estimate for annual Public Parking Easement Maintenance Costs provided above in this section, or do exceed the estimate, then the parties shall meet to discuss such costs and whether future costs can be reduced. Siracusa and Fair shall provide Agency and Pickerel with reasonable proof of Siracusa and Fair shall adhere to the following minimum maintenance standards:

2.1 Paved Areas. Maintain all paved surfaces and curbs in the Public Parking Easement Area including, without limitation, cleaning, sweeping, re-striping, repainting, and resurfacing, using surfacing material of a quality equal to or superior to the original surfacing material.

2.2 Traffic Signs and Markers. Placing, keeping in repair, replacing, and repainting any appropriate directional signs, markers and lines.

2.3 Storm Drains. Maintaining, cleaning, and repairing any and all storm drains located in the Public Parking Easement Areas.

2.4 Lighting. Maintaining all lighting located in the Public Parking Easement Area.

3. Parcel B Access Easement. Pickerel, as owner of Parcel B, hereby grants to Agency and JDS for the benefit of the general public, and of each party to this Agreement, its successors, assigns, tenants, customers and invitees, and the customers and invitees of such tenants, and for the benefit of Parcel A and Parcel C, a nonexclusive easement for vehicular and pedestrian ingress, egress and access in, over and across the Parcel B Access Easement Area ("**Parcel B Access Easement**"). "**Parcel B Access Easement Area**" means and refers to the area so designated and shown on the Map of Parcel B Access Easement, attached as Exhibit G, and legally described in Exhibit H, attached hereto and incorporated herein by reference. Pickerel, as owner of the Parcel B Access Easement Area, shall maintain, repair, insure, and pay the taxes and other obligations incident to the Parcel B Access Easement Area, without right of reimbursement from either the Agency or Siracusa and Fair.

4. Parcel B Dumpster Easement. Pickerel, as owner of Parcel B, hereby grants to Siracusa and Fair for the benefit of such party, its successors, assigns, tenants, customers and invitees, and the

customers and invitees of such tenants, and for the benefit of Parcel C, a nonexclusive easement for the placement of a trash dumpster, egress and access in, over and across the Parcel B Dumpster Easement Area ("**Parcel B Dumpster Easement**"). "**Parcel B Dumpster Easement Area**" means and refers to the area so designated and shown on the Map of Parcel B Dumpster Easement, attached as Exhibit I, and legally described in Exhibit J, attached hereto and incorporated herein by reference. Pickerel, as owner of the Parcel B Dumpster Easement Area, shall maintain, repair, insure, and pay the taxes and other obligations incident to the Parcel B Dumpster Easement Area, without right of reimbursement from Siracusa and Fair.

5. Consent of Mortgage Holders. The holder of any mortgage, deed of trust or other security arrangement with respect to the property covered by the Public Parking Easement Area and/or the Parcel B Access Easement Area shall be bound by all of the terms and conditions of this Agreement, and shall sign a document evidencing such consent, and subordinating its security interest in the Public Parking Easement Area and/or the Parcel B Access Easement Area to the rights granted under this Agreement. Any holder who comes into possession of the Public Parking Easement Area and/or the Parcel B Access Easement Area, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of foreclosure, shall take such property subject to the rights granted under this Agreement.

6. Compensation for Public Parking Easement. The parties acknowledge that the cost of the Public Parking Easement Area, as improved with landscaping, irrigation, lighting and drainage, is Two Hundred and Seventy-Five Thousand Dollars (\$275,000). The Agency's pro-rata share of the cost of Public Parking Easement Area, based upon a comparison of land area, existing buildings, and anticipated future development of the Agency Parcel, is One Hundred and Forty-Four Thousand Dollars (\$144,000), which shall be paid to Siracusa and Fair by Agency within ten (10) days of execution of this Agreement, and the consent of any mortgage or lienholders, and the subordination of any security interests on the Public Parking Easement Area, as specified in Section 5 above. Pickerel's pro-rata share of the cost of the Public Parking Easement Area, based upon a comparison of land area and existing buildings, is substantially equal to the value of the Parcel B Access Easement and the Parcel B Dumpster Easement, and therefore no payment is owed by Pickerel to Siracusa and Fair as compensation for the Public Parking Easement Area.

7. Insurance. Each Owner shall obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance with broad form general liability endorsement in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence of bodily injury and property damage combined for their respective parcels against the risks of bodily injury, property damage and personal injury liability.

8. No Obstructions/Interference. The parties to this Agreement shall not unreasonably interfere with the use of the Public Parking Easement Area or the Parcel B Access Easement Area, by any other party or the general public. No walls, fences, or barriers of any sort or kind shall be constructed or maintained by a party within the Public Parking Easement Area or Parcel B Access Easement Area, provided, however, that reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic or for security purposes may be installed, so long as access and use of such areas is not unreasonably impaired.

9. Public Dedication. It is the express intent of the parties that the Public Parking Easement Area and the Parcel B Access Easement Area be dedicated for use by the general public, in addition to the use of each party, and each party's successors, assigns, tenants, customers and invitees, and the customers and invitees of such tenants. Siracusa and Fair, and Pickerel, each acknowledge and agree that Agency shall retain and continue to hold the rights granted under this Agreement after the sale or

transfer of ownership of Parcel A, and that Agency, in its sole discretion, may transfer, assign or otherwise convey the rights granted in this Agreement to the City of Winters.

10. Covenants To Run With Land. Except as provided in Section 9 above, each of the covenants, conditions or restrictions in this Agreement shall run with the land, and shall bind successive owners of Parcel B and/or Parcel C. This Agreement shall be recorded against Parcel B and Parcel C.

11. Indemnification. Each party covenants and agrees to indemnify, defend and hold all other parties harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees, expert witness fees and other expenses, and costs of suit incurred in connection with such claims), including any actions or proceedings brought thereon, arising from or as a result of the injury to or death of any person, or damage to the property of any other person or entity, which occurs on any portion of the Property owned by another party arising out of a permissible use of the Public Parking Easement or the Access Easements by the indemnifying party or as a result of the indemnifying party's failure to comply with the terms of this Agreement.

12. Termination of Agreement. Notwithstanding anything to the contrary herein, a breach of this Agreement shall NOT entitle any party to cancel, rescind, or otherwise terminate this Agreement, but such provision shall not affect in any manner any of the other rights or remedies which such party may have under law or in this Agreement including, but not limited to, those arising by reason of any breach of this Agreement. This Agreement may only be terminated by the mutual written agreement of all of the parties to this Agreement or as otherwise provided by law, and a party's non-use of one (1) or more of the easements granted under this Agreement shall not terminate the easement not being used or be deemed an abandonment of any such easement.

13. Default and Remedies.

13.1 Default. Upon any material breach of any provision of this Agreement by any party, any other party may serve written notice describing such breach to such breaching party. If such breach is not cured within ten (10) days after such written notice, such breaching party shall be in default of this Agreement. An act of condemnation by any public entity shall not be considered a default under this Agreement.

13.2 Remedies. A default under this Agreement may be enforced by any party. Any such party, in addition to any remedies it may have at law or in equity, shall have the right to perform such obligation on behalf of such defaulting party and be reimbursed by such defaulting party for the cost of performance thereof, together with interest at the maximum rate allowed by law.

13.3 Failure to Enforce is Not a Waiver. The failure of any party to insist upon the strict performance of any covenant, condition, or restriction in this Agreement shall not be construed as a waiver of any future breach of such provisions.

14. General Provisions.

14.1 Attorneys' Fees. In the event that any legal action or proceeding is instituted to interpret or enforce this Agreement, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees and all other expenses incurred.

14.2 Relief from Obligations. In the event any party other than the Agency shall convey its fee interest in all or a portion of a parcel, on such a conveyance such party shall be

automatically freed and relieved of all liability under this Agreement with respect to any obligation thereafter to be performed with respect to the parcel or portion thereof so conveyed. It is intended that the agreement and obligations contained in this Agreement on the part of each party shall be personally binding on such party only with respect to the obligations that are to be performed during the ownership; therefore, the conveying party shall remain liable for any obligations incurred under this Agreement prior to the date on which its ownership is terminated.

14.3 Successors. This Agreement is and shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors, assigns, heirs, administrators, executors and legal representatives.

14.4 Governing Law. This Agreement is governed by the laws of the State of California.

14.5 Duration. Unless otherwise cancelled or terminated, all the easements granted in this Agreement shall continue in perpetuity.

14.6 Entire Agreement. This Agreement contains the entire agreement of the parties relative to the matters provided for herein.

14.7 Notices. All notices under this Agreement shall be in writing and sent by (a) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, (b) by a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with that courier, or (c) telecopy or similar means, if a copy of the notice is also sent by United States Mail, as follows:

“Agency”                      Winters Community Development Agency  
318 First Street  
Winters, CA 95694-1923

“Pickerel”                      John & Melanie Pickerel  
488 Main Street  
Winters, CA 95694

“Siracusa and Fair”        John & Elizabeth Siracusa and  
Paul & Jennette Fair  
7 East Main Street Ste. D  
Winters, CA 95694

14.8 Counterparts. This instrument may be executed in counterpart original, all of which together when executed, shall be deemed to be one (1) instrument.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date first above written.

**WINTERS COMMUNITY DEVELOPMENT AGENCY  
("Agency")**

\_\_\_\_\_  
By: Woody Fridae  
Agency Chair

Approved as to Form:

Attest:

\_\_\_\_\_  
John C. Wallace,  
Agency Attorney

\_\_\_\_\_  
Nanci Mills, Agency Clerk

**JOHN AND ELIZABETH SIRACUSA, husband and wife and  
PAUL AND JENNETTE FAIR, husband and wife  
("Siracusa and Fair")**

\_\_\_\_\_  
John Siracusa

\_\_\_\_\_  
Elizabeth Siracusa

\_\_\_\_\_  
Paul Fair

\_\_\_\_\_  
Jennette Fair

**JOHN AND MELANIE PICKEREL, husband and wife  
("Pickerel")**

\_\_\_\_\_  
John Pickerel

\_\_\_\_\_  
Melanie Pickerel

**SIGNATURES MUST BE NOTARIZED**



**CITY COUNCIL STAFF REPORT**  
**October 2, 2007**

**TO:** Mayor and City Council Members

**BY:** Cas Ellena – Redevelopment & Economic Development Director

**SUBJECT:** Reciprocal Access and Public Parking Easement Agreement Between the Winters Community Development Agency; John and Melanie Pickerel; and John and Elizabeth Siracusa and Paul and Jennette Fair

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**RECOMMENDATION:** Staff recommends that the Winters Community Development Agency ("Agency") approve, in substantial form, the Reciprocal Access and Public Parking Easement Agreement

**BACKGROUND:** The Agency is the owner in fee of real property, located in the City of Winters, County of Yolo, on Railroad Avenue between Abbey Street and Main Street, Assessor's Parcel Number ("APN") 003-224-001 (the "Agency Parcel"). John and Melanie Pickerel ("Pickerel") are the owners in fee of that certain real property in the City of Winters, County of Yolo, located at 8 East Abbey, APN 003-224-021 (the "Pickerel Parcel"). John and Elizabeth Siracusa and Paul and Jennette Fair ("Siracusa & Fair") are the owners of that certain real property in the City of Winters, County of Yolo, located at 7 & 9 East Main Street, APN's 003-224-031 and 003-224-041 (the "Siracusa and Fair Parcel"). These properties together make up the entire block in downtown Winters bordered by Railroad Avenue on the West, Elliott Street on the East, Abbey Street on the North and Main Street on the South.

This block is under a planned development overlay and it was intended that the block would be developed under a common master plan. Based on this concept, Siracusa & Fair, moved forward with the development of certain infrastructure improvements, of benefit to the entire block, including engineering, lighting, irrigation, landscaping, and drainage improvements amounting to approximately \$275,000 (the "Improvements").

**DISCUSSION:** Though the block is no longer being developed under a common master plan and each parcel is moving forwarding independently, it would be beneficial for each parcel to have a common parking area and reciprocal access to ingress/egress for pedestrian and vehicular traffic. Additionally, as the Agency and the Pickerel parcels benefit from the Improvements completed by Siracusa & Fair, it would be equitable for the Agency and Pickerel to provide compensation to Siracusa & Fair on a pro-rata share for use of the Improvements.

The attached Reciprocal Access and Parking Easement Agreement (the "Agreement") provides that:

- Siracusa & Fair and Pickerel will allow reciprocal ingress/egress access to each other and to the Agency for vehicles and pedestrians across their respective parcels;
- Pickerel will grant to Siracusa & Fair a nonexclusive easement for the placement of a trash dumpster;
- The Agency will reimburse Siracusa & Fair for the Agency's pro-rata share of the Improvements. Based upon a comparison of land area, existing buildings and proposed future build-out, the pro-rata share of the Agency is \$144,000. The \$144,000 reimbursement is derived by calculating approximately 53% the total cost of improvements, (\$275,000), and attributing it to the Agency. An analysis of the block determined that the anticipated future development of the Agency parcel would most likely accommodate approximately 53% of the total development of the block. (Note: Pickerel's pro-rata share, based upon a comparison of land area and existing buildings, is substantially equal to the value of the granted easements and therefore no financial reimbursement is required); and
- Siracusa & Fair will maintain, repair, insure, and pay the taxes and other obligations incident to the common "Parking Easement Area" and that the Agency and Pickerel will reimburse Siracusa & Fair for this maintenance and upkeep estimated at \$1,500 annually.

**ATTACHMENTS:**

- **Resolution No. 2007-50**
- **Reciprocal Access and Public Parking Easement Agreement**

**RESOLUTION NO. 2007-50**

**RESOLUTION OF THE WINTERS COMMUNITY DEVELOPMENT AGENCY AUTHORIZING A  
RECIPROCAL ACCESS AND PUBLIC PARKING EASEMENT AGREEMENT WITH  
JOHN AND MELANIE PICKEREL AND  
JOHN AND ELIZABETH SIRACUSA AND PAUL AND JENNETTE FAIR**

**WHEREAS**, the Winters Community Development Agency (the "Agency") is the owner in fee of real property, located in the City of Winters, County of Yolo, on Railroad Avenue between Abbey Street and Main Street, Assessor's Parcel Number ("APN") 003-224-001(the "Agency Parcel") and:

**WHEREAS**, John and Melanie Pickerel ("Pickerel") are the owners in fee of that certain real property in the City of Winters, County of Yolo, located at 8 East Abbey, APN 003-224-021(the"Pickerel Parcel"); and

**WHEREAS**, John and Elizabeth Siracusa and Paul and Jennette Fair ("Siracusa & Fair") are the owners of that certain real property in the City of Winters, County of Yolo, located at 7 & 9 East Main Street, APN's 003-224-031 & 003-224-041 (the"Siracusa and Fair Parcel" ); and

**WHEREAS**, the Agency, Pickerel, and Siracusa & Fair, are collectively referred to as the "Parties"; and

**WHEREAS**, the Agency Parcel, the Pickerel Parcel and the Siracusa and Fair parcel are collectively referred to as the "Property"; and

**WHEREAS**, the Parties desire to provide reciprocal access and parking easements on the Property, provide for the maintenance and upkeep of such access and parking areas, and to reimburse Siracusa and Fair for certain costs associated with the construction of the parking area and improvements, all as more fully defined and set forth in the Reciprocal Access and Parking Agreement, attached hereto as Exhibit A and incorporated herein by reference (the "Agreement").

**NOW, THEREFORE, BE IT RESOLVED** that the Agency does hereby approve the Agreement by and between the Agency, Pickerel, and Siracusa & Fair; in substantially the form attached; and

**BE IT FURTHER RESOLVED**, that the Agency does hereby authorize and direct the Executive Director of the Agency to execute the Agreement in substantially similar form as approved with any non-substantive changes as necessary, and to take any and all actions necessary to implement the Agreement.

**PASSED AND ADOPTED** by the Winters Community Development Agency at a regular meeting on the 2<sup>nd</sup> day of October, 2007.

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Chair of the Winters Community Development Agency

ATTEST:

---

Nanci G. Mills, Agency Clerk

I, Nanci G. Mills, Clerk for the Winters Community Development Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Winters Community Development Agency at a regular meeting thereof held on the 2<sup>nd</sup> day of October, by the following vote of the Agency to-wit:

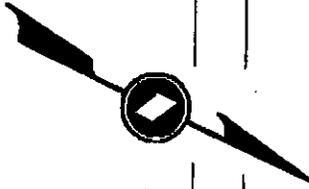
AYES:  
NOES:  
ABSENT:  
ABSTAIN:

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Winters Community Development Agency on this 2<sup>nd</sup> day of October, 2007.

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Nanci G. Mills, Agency Clerk

SCALE 1"=60'



RAILROAD STREET

ABBAY STREET

PARCEL "A"

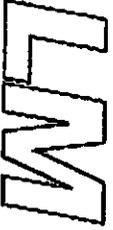
PARCEL "B"

PARCEL "C"

HATCHING DENOTES PROPOSED ACCESS AND MAINTENANCE EASEMENT  
PARKING LOT EASEMENT

MAIN STREET

ELLIOT STREET



CIVIL ENGINEERING  
LAND SURVEYING

LAUGENOUR AND MEIKLE  
PLANNING

608 COURT STREET, WOODLAND, CA 95695  
PHONE: (530) 562-1755  
FAX: (530) 662-4802

**CITY OF WINTERS**

EXHIBIT FOR

BEING A PORTION OF PARCEL "B" AND "C" AS SHOWN ON BOOK 7 OF PARCEL MAPS AT PAGE 72, ALSO BEING A PORTION OF PROJECTED SECTION 22

TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, YOLO COUNTY, CALIFORNIA

SHEET 1 OF 1

MARCH 26, 2007

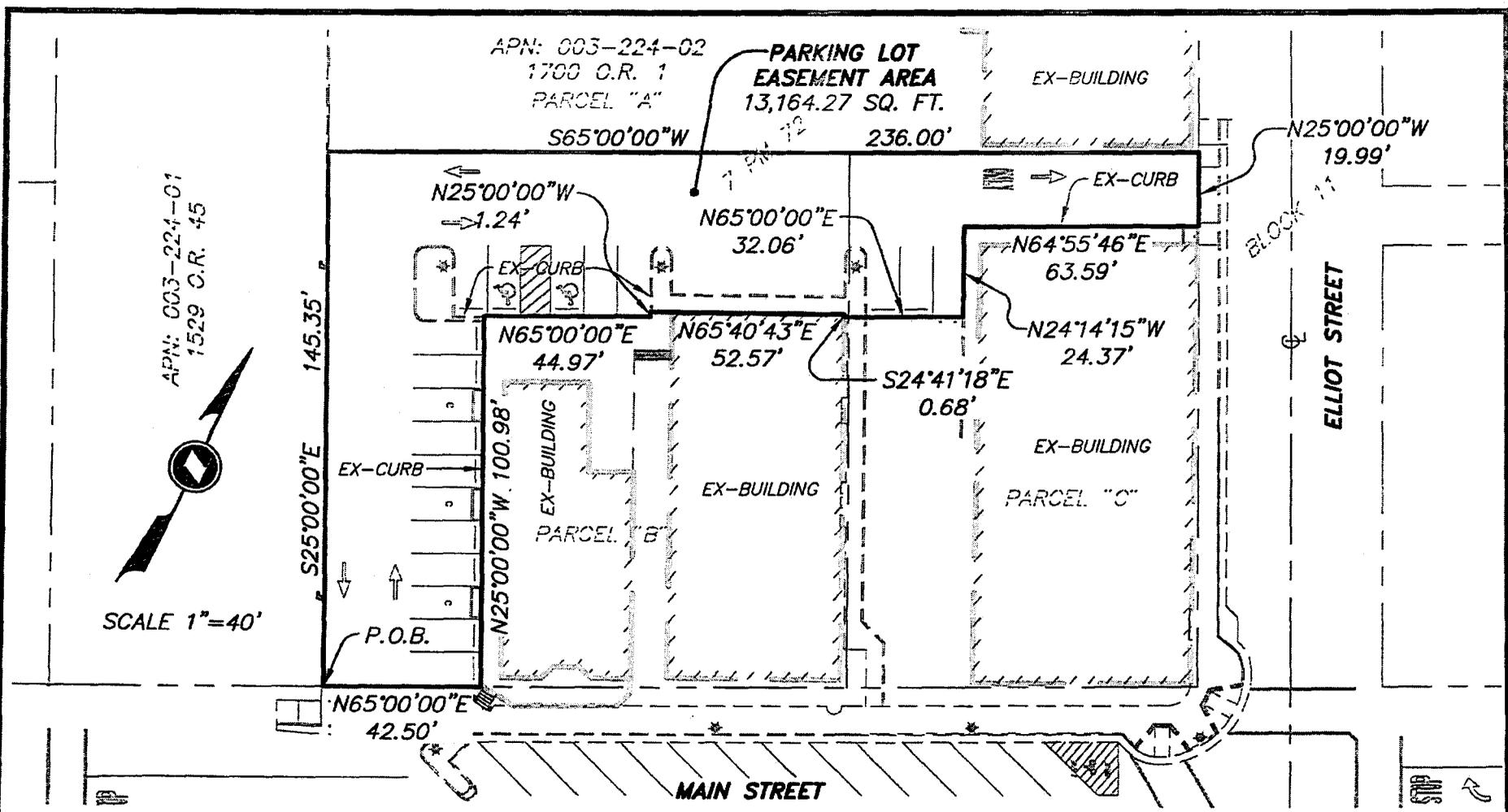


Exhibit "E"

*Christopher W. Lerch*  
CHRISTOPHER W. LERCH

3-26-2007  
DATE

**LM**  
CIVIL ENGINEERING  
LAND SURVEYING  
PLANNING  
LAUGENOUR AND MEIKLE  
608 COURT STREET, WOODLAND, CA 95695  
PHONE: (530) 662-1755  
FAX: (530) 662-4602



EXHIBIT TO ACCOMPANY DESCRIPTIONS  
FOR

**CITY OF WINTERS**

BEING A PORTION OF PARCEL "B" AND "C" AS SHOWN  
ON BOOK 7 OF PARCEL MAPS AT PAGE 72, ALSO BEING  
A PORTION OF PROJECTED SECTION 22  
TOWNSHIP 8 NORTH, RANGE 1 WEST,  
MOUNT DIABLO BASE AND MERIDIAN.  
YOLO COUNTY, CALIFORNIA

SHEET 1 OF 1 MARCH 26, 2007

#780-43

Exhibit "B"

APN 003-224-01

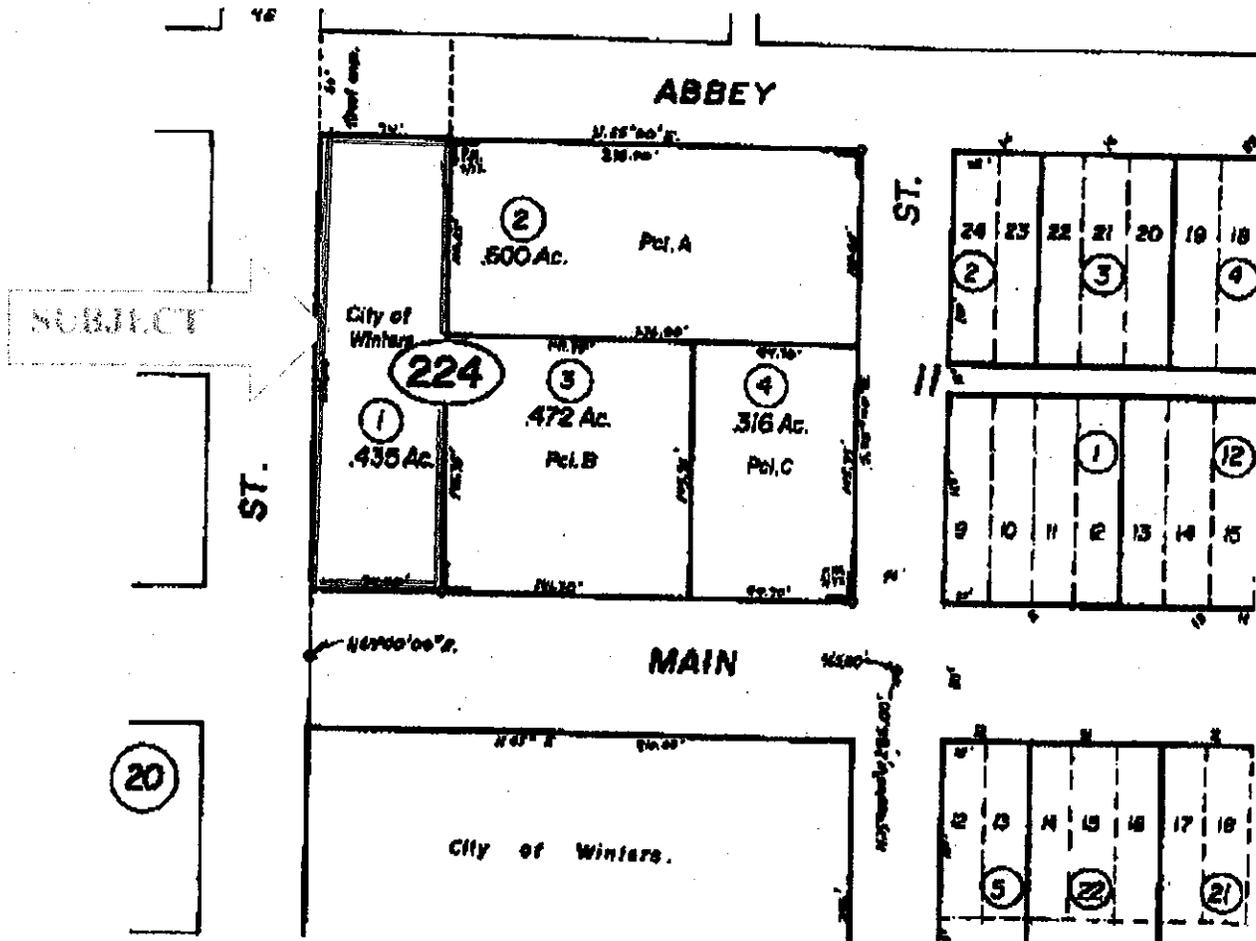


Exhibit "C"

Title No. 07-3111243-CG  
Locate No. CACTI7734-7748-1662-0031111243

**LEGAL DESCRIPTION**

**EXHIBIT**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel A on Parcel Map No. 3319, filed for record 04/25/1985, in Book 7 of Parcel Maps, Page 72, Yolo County Records.

EXCEPTING THEREFROM that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; however, Grantor, or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface, as reserved in the Deed from Southern Pacific Transportation Company, recorded April 25, 1985, in Book 1700, Page 1.

APN: 003-224-021

**LEGAL DESCRIPTION**

**EXHIBIT**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

Parcel "B" as shown on Parcel Map No. 3319 filed March 25, 1985 in Book 7 of Parcel Maps, Page 72, Yolo County Records.

EXCEPTING THEREFROM all that portion lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property, but without the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface, as reserved in the Deed recorded April 25, 1985 in Book 1700 of Official Records, page 25.

**PARCEL TWO:**

Parcel "C" as shown on Parcel Map No. 3319 filed March 25, 1985 in Book 7 of Parcel Maps, Page 72, Yolo County Records.

EXCEPTING THEREFROM all that portion lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property, but without the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface, as reserved in the Deed recorded April 25, 1985 in Book 1700 of Official Records, page 25.

APN: 003-224-03-1, 003-224-04-1

LAUGENOUR AND MEIKLE  
CIVIL ENGINEERS

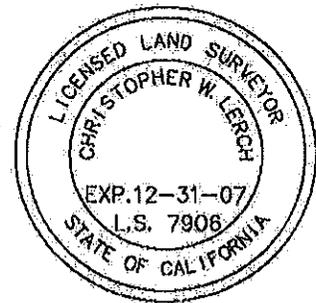
780-43  
March 26, 2007  
MKS

**LAND DESCRIPTION**

**PARKING LOT EASEMENT**

ALL that real property in the County of Yolo, State of California, and being a portion of projected Section 22, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, also being a portion of Parcels "B" and "C" as shown in Book 7 of Parcel Maps, at Page 72, filed for record April 25, 1985 in the office of the County Recorder, said County Records, and being more particularly described as follows:

BEGINNING at the Southwest corner of said Parcel "B"; thence from said POINT OF BEGINNING, and along the South line of said Parcel "B" North 65°00'00" East 42.50 feet to the intersection of an existing top face of curb and said South line; thence, along said top face of curb, North 25°00'00" West 100.98 feet to an existing top face of curb; thence, along said top face of curb, North 65°00'00" East 44.97 feet to an angle point in said curb; thence, along said top face of curb, North 25°00'00" West 1.24 feet to the intersection of the Westerly projection of the North line of an existing building; thence, along said Westerly projection and the North line thereof, North 65°40'43" East 52.57 feet to the Northeast corner of said building; thence, along the East line of said building, South 24°41'18" East 0.68 feet to the intersection of the Westerly projection of an existing face of curb; thence, along said Westerly projection, North 65°00'00" East 32.06 feet to an angle point in said curb; thence, along said top face of curb, North 24°14'15" West 24.37 feet to an angle point in said curb; thence, along said top face of curb, North 64°55'46" East 63.59 feet to the East line of said Parcel "C"; thence, along said East line, North 25°00'00" West 19.99 feet to the Northeast corner of said Parcel "C"; thence, along the North line of said Parcels "C" and "B", South 65°00'00" West 236.00 feet to the Northwest corner of said Parcel "B"; thence, along the West line of said Parcel "B", South 25°00'00" East 145.35 feet to the POINT OF BEGINNING.



*Christopher W. Lerch*  
\_\_\_\_\_  
Christopher W. Lerch

*3-26-2007*  
\_\_\_\_\_  
Date

**LAUGENOUR AND MEIKLE**  
CIVIL ENGINEERS

Containing 13,164.27 square feet of land, more or less.

The Basis of Bearing for this description is the Northerly line of Main Street shown as North 65°00'00" East, in said Book 7 of Parcel Maps at Page 72.

End of description.

780-43  
March 16, 2007

**PARKING LOT EASEMENT**

North: 10080.2046      East : 10077.3513  
Line Course: N 65-00-00 E Length: 42.50  
North: 10098.1659      East : 10115.8694  
Line Course: N 25-00-00 W Length: 100.98  
North: 10189.6848      East : 10073.1934  
Line Course: N 65-00-00 E Length: 44.97  
North: 10208.6900      East : 10113.9500  
Line Course: N 25-00-00 W Length: 1.24  
North: 10209.8138      East : 10113.4260  
Line Course: N 65-40-43 E Length: 52.57  
North: 10231.4650      East : 10161.3304  
Line Course: S 24-41-18 E Length: 0.68  
North: 10230.8472      East : 10161.6144  
Line Course: N 65-00-00 E Length: 32.06  
North: 10244.3963      East : 10190.6706  
Line Course: N 24-14-15 W Length: 24.37  
North: 10266.6181      East : 10180.6663  
Line Course: N 64-55-46 E Length: 63.59  
North: 10293.5634      East : 10238.2652  
Line Course: N 25-00-00 W Length: 19.99  
North: 10311.6805      East : 10229.8171  
Line Course: S 65-00-00 W Length: 236.00  
North: 10211.9426      East : 10015.9285  
Line Course: S 25-00-00 E Length: 145.35  
North: 10080.2107      East : 10077.3560

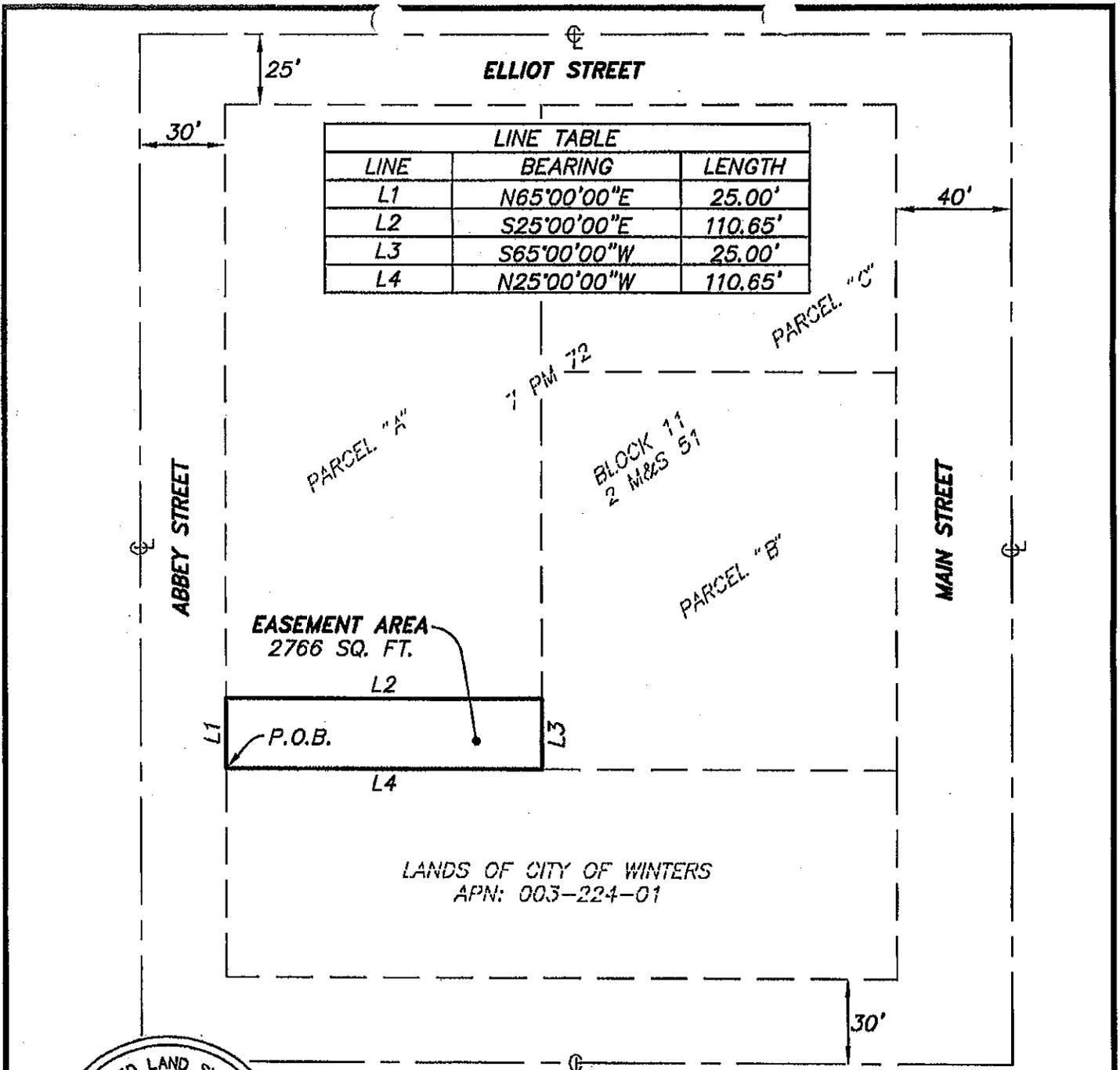
Perimeter: 764.28 Area: 13,164.27 sq. ft. 0.30 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

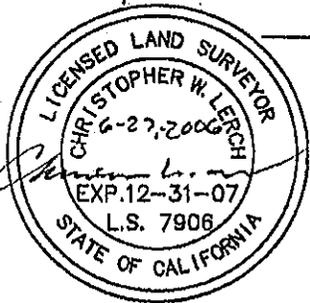
Error Closure: 0.0077      Course: N 37-47-46 E

Error North: 0.00611      East : 0.00474

Precision 1: 99,259.74



LINE TABLE		
LINE	BEARING	LENGTH
L1	N65°00'00"E	25.00'
L2	S25°00'00"E	110.65'
L3	S65°00'00"W	25.00'
L4	N25°00'00"W	110.65'



SCALE 1" = 50'

RAILROAD STREET

EXHIBIT TO ACCOMPANY DESCRIPTIONS FOR  
**ABBAY STREET LLC.**

BEING A PORTION OF PARCEL "A" AS SHOWN ON BOOK 7 OF PARCEL MAPS AT PAGE 72, ALSO BEING A PORTION OF PROJECTED SECTION 22 TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN. YOLO COUNTY, CALIFORNIA

SHEET 1 OF 1

JUNE 27, 2006

**LM**  
CIVIL ENGINEERING  
LAND SURVEYING  
PLANNING  
**LAUGENOUR AND MEIKLE**  
608 COURT STREET, WOODLAND, CA 95695  
PHONE: (530) 662-1755  
FAX: (530) 662-4602

#3334

**LAUGENOUR AND MEIKLE**  
CIVIL ENGINEERS

3334  
June 27, 2006  
MKS

**LAND DESCRIPTION**

**RECIPROCAL ACCESS & MAINTENANCE EASEMENT**

ALL that real property in the County of Yolo, State of California, and being a portion of projected Section 22, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, also being a portion of Parcel "A" as shown in Book 7 of Parcel Maps, at Page 72, filed for record April 25, 1985 in the office of the County Recorder, said County records, and being more particularly described as follows:

BEGINNING at Northwesterly corner of said Parcel "A"; thence, from said POINT OF BEGINNING, and along the Northerly line of said Parcel "A", North 65°00'00" East 25.00 feet; thence, leaving said Northerly line, South 25°00'00" East 110.65 feet to a point on the South line of said Parcel "A"; thence, along said Southerly line, South 65°00'00" West 25.00' to the Southwesterly corner of said Parcel "A"; thence, along the Westerly line of said Parcel "A", North 25°00'00" West 110.65 feet to the POINT OF BEGINNING.

Containing 2,766 square feet of land, more or less.

The Basis of Bearing for this description is the Northerly line of Parcel "A" shown as North 65°00'00" East, in said Book 7 of Parcel Maps at Page 72.

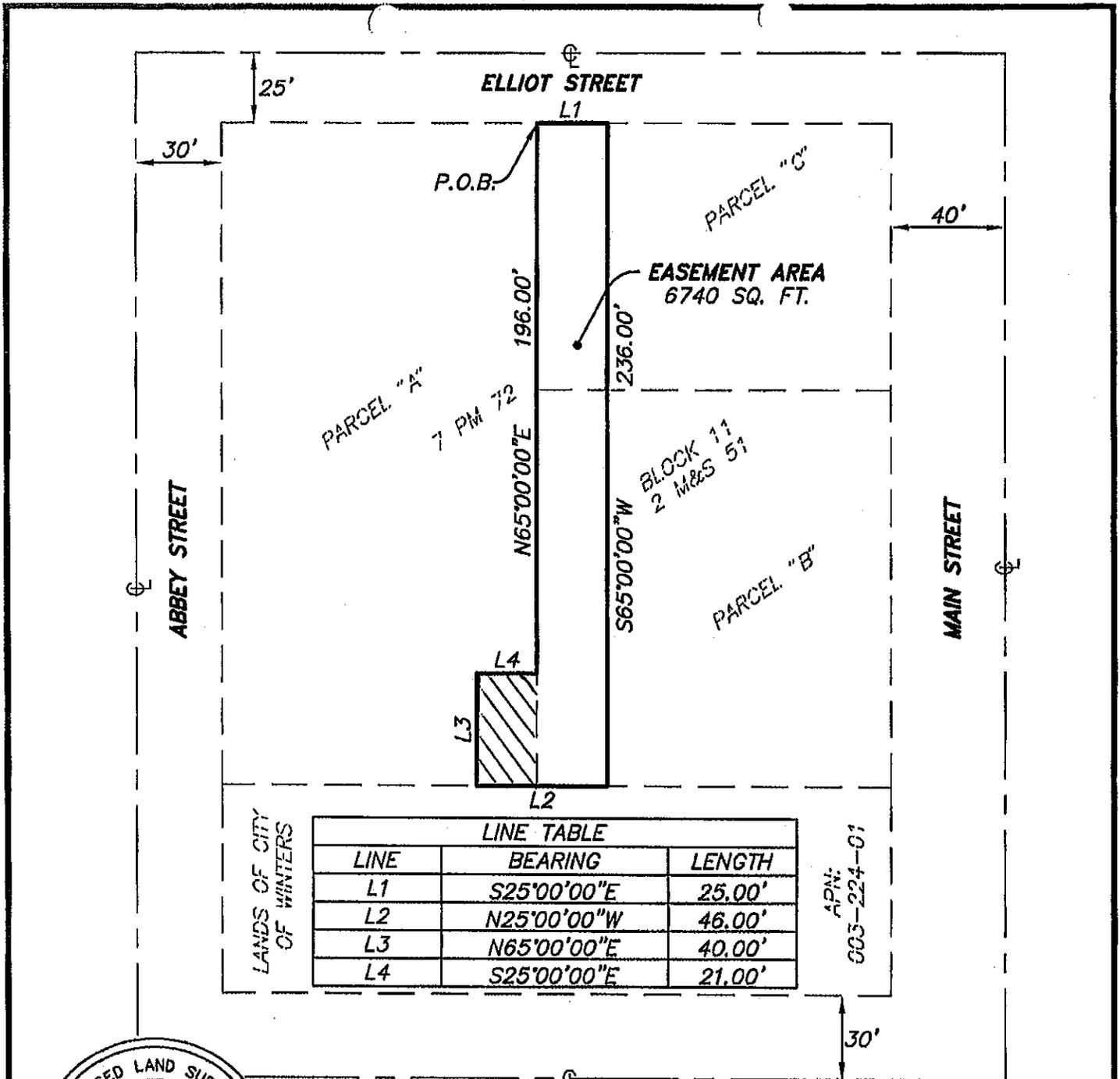
End of description.



Christopher W. Lerch

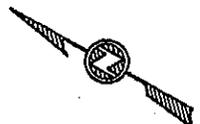
JUNE 27, 2006

Date



LANDS OF CITY OF WINTERS

APN: 003-224-01



RAILROAD STREET

EXHIBIT TO ACCOMPANY DESCRIPTIONS FOR ABBEY STREET LLC.

BEING A PORTION OF PARCELS "A", "B", AND "C" AS SHOWN ON BOOK 7 OF PARCEL MAPS AT PAGE 72, ALSO BEING A PORTION OF PROJECTED SECTION 22 TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN. YOLO COUNTY, CALIFORNIA

SHEET 1 OF 1

JUNE 27, 2006

#3334



CIVIL ENGINEERING  
LAND SURVEYING  
PLANNING

LAUGENOUR AND MEIKLE  
608 COURT STREET, WOODLAND, CA 95695  
PHONE: (530) 662-1755  
FAX: (530) 662-4602



DUMPSTER EASEMENT AREA

**LAND DESCRIPTION**

**RECIPROCAL ACCESS & MAINTENANCE EASEMENT**

ALL that real property in the County of Yolo, State of California, and being a portion of projected Section 22, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, also being a portion of Parcels "A", "B", and "C" as shown in Book 7 of Parcel Maps, at Page 72, filed for record April 25, 1985 in the office of the County Recorder, said County records, and being more particularly described as follows:

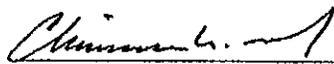
BEGINNING at the Southeasterly corner of said Parcel "A"; thence, from said POINT OF BEGINNING, and along the Easterly line of said Parcel "C", South 25°00'00" East 25.00 feet; thence, leaving said Easterly line, South 65°00'00" West 236.00 feet to a point on the Westerly line of said Parcel "B"; thence, along said Westerly line of said Parcel "B" and along the Westerly line of said Parcel "A", North 25°00'00" West 46.00 feet; thence, leaving said Westerly line of said Parcel "A", North 65°00'00" East 40.00 feet; thence South 25°00'00" East 21.00 feet to a point on the Southerly line of said Parcel "A"; thence, along said Southerly line, North 65°00'00" East 196.00 feet to the POINT OF BEGINNING.

Containing 6,740 square feet of land, more or less.

The Basis of Bearing for this description is the Northerly line of Parcel "A" shown as North 65°00'00" East, in said Book 7 of Parcel Maps at Page 72.

End of description.



  
Christopher W. Lerch

JUNE 27, 2006  
Date