



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, August 16, 2011

Members of the City Council

*Woody Fridae, Mayor
Cecilia Aguiar-Curry, Mayor Pro-Tempore
Harold Anderson
Michael Martin
Tom Stone*

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

5:30 p.m. - Executive Session

AGENDA

Pursuant to Government Code Section 54956.8 - 314 and 318 Railroad Avenue, Winters, CA Real Property Negotiator City Manager John W. Donlevy, Jr.

Pursuant to Government Code Section 54957 - Administrative Personnel – Police & Fire

6:30 p.m. – Regular Meeting

AGENDA

PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on August 2, 2011 (pp 1-7)
- B. Street Closure Requested by Winters Education Foundation for the Winters Criterium Bike Race (pp 8-24)
- C. Authorization to Sign Contract Change Order No. 112 for the Public Safety Facility (pp 25-35)
- D. Contract for Legal Services – AT&T UUT Refund Litigation (pp 36-47)
- E. Update on Local Government Commission (LGC) Grant to the City of Winters for Development of an Alley Activation Plan for the Alley Between the First Block of Abbey and Main Streets, known as “Newt’s Expressway” (pp 48)

PRESENTATIONS

Michele Clark, Executive Director of Yolo Land Trust

DISCUSSION ITEMS

1. Public Hearing on the Adoption of a Resolution for the Grant Avenue Design Guidelines (pp 49-143)

2. Public Hearing, Waive First Reading, Read by Title Only and Introduce Ordinance Amending the text of the Winters Municipal Code, Chapter 17.36 (Design Review) (pp 144-147)
3. Public Hearing, Second Reading and Adoption of Ordinance 2011-04, An Ordinance of the City Council of the City of Winters, Determining That It Will Comply With The Voluntary Alternative Redevelopment Program Pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in Order To Permit The Continued Existence and Operation of the Community Development Agency of the City of Winters (pp 148-155)
4. Public Hearing and Waive First Reading, Read by Title Only and Introduce Ordinance to Amend Title 17 of the Winters Municipal Code to Prohibit the Establishment and Operation of Businesses and Uses Prohibited by State and/or Federal Law (pp 156-166)
5. Pool Update (pp 167)
6. Update and Disposition of City Property Leases- 318 and 314 Railroad Avenue and Response to City RFP – 318 Railroad Avenue (pp 168-169)
7. Downtown Hotel Project - Authorization to Proceed with Project Development Process – RFP to Follow (pp 170-171)

COMMUNITY DEVELOPMENT AGENCY

1. Approval of Sublease By and Between the City of Winters Community Development Agency and the Winters Chamber of Commerce for the period of January 1, 2012 through December 31, 2013 and the Winters Visitors Center Concept Plan and Performance Expectations (pp 172-190)

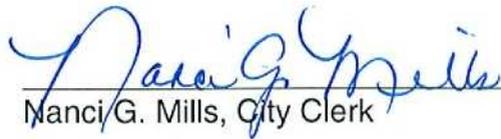
CITY MANAGER REPORT

INFORMATION ONLY

Winters Police Department 2010 Juvenile Statistics (pp 191-192)

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the August 16, 2011 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 August 11, 2011, and made available to the public during normal business hours.


Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 795-4910 ext. 101. Agendas and staff reports are available on the city web page www.cityofwinters.org/administrative/admin_council.htm

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

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

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

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

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Wednesday at 10:00 a.m.

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



Minutes of the Regular Meeting of the Winters City Council Held on August 2, 2011

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

Present: Council Members Harold Anderson, Michael Martin and Mayor Pro Tem Cecilia Aguiar-Curry
Absent: Council Member Tom Stone and Mayor Fridae
Staff: City Manager John Donlevy, City Attorney John Wallace, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Police Chief Bruce Muramoto, Police Lieutenant Sergio Gutierrez, Housing Programs Manager Dan Maguire, Environmental Services Manager Carol Scianna and Administrative Assistant Tracy Jensen.

Shelly Gunby led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy said there were no changes to the agenda. Council Member Anderson requested that Consent Item F be moved to Discussion Item #5. Motion by Council Member Martin, second by Council Member Anderson to approve the agenda as stated. Motion carried unanimously, with two absent.

COUNCIL/STAFF COMMENTS: Council Member Martin said the progress at Main and First Streets is looking nice, the traffic seems to be flowing, and it is now easier to get to the bank.

Council Member Anderson attended the Yolo County Transportation Meeting in Woodland on 7/11; attended the Lower Putah Creek Coordinating Committee (LPCCC) meeting on 7/14; attended the Winters Putah Creek Committee (WPCC) meeting at City Hall on 7/18; attended the Yolo Transportation ground breaking ceremony with City Manager Donlevy and Council Member Aguiar-Curry on 8/1; and attended the City Park Rehabilitation Project meeting at City Park on 8/1.

Council Member Aguiar-Curry attended the League of California Cities (LCC) Board of Directors meeting in Long Beach on 7/20-7/21 and attended a Yolo

County Water Resources Executive Committee meeting on 7/13. Council Member Aguiar-Curry and Council Member Anderson met with Assembly Member Jim Nielsen and discussed the inner workings of the legislature. The City Park Rehab Day will be held on Saturday, 8/6, from 7:30 a.m. to noon and Council Member Aguiar-Curry thanked Laura Mariani and Wade Cowan for putting this event together. Volunteers are being sought for the Sacramento Tree Foundation tree-planting event to be held in Winters in October. Please contact Carol Scianna to volunteer for this event. The Earthquake Festival will be held on 8/26 and the Festival de la Comunidad will be held on 9/24. A Crop Swap will be held in Rotary Park in 8/3 at 6pm, where all items must be home grown or hand made. There will be a 5K fun run on 9/24 and this event and many others can be found on the City's website or the Chamber of Commerce calendar. Council Member Aguiar-Curry thanked City staff, and especially Housing Programs Manager Dan Maguire, for all their hard work on the Orchard Village project. Council Member Aguiar-Curry requested an item be placed on a future agenda to discuss the possibility of extending the weekend use of the Bobbie Greenwood Community Swim Center beyond September 30th. Regarding redistricting, the Yolo County District 5 meeting has been changed to 9/13 and will be held at the Board of Supervisors office. The City of Winters is supporting the position taken by Yolo County Farm Bureau and Yolo Land Trust. Log onto Face book and go to Yolo redistricting to review the proposed map(s).

PUBLIC COMMENTS: Mike Berna, Main Street Businessman, spoke of his frustration with the construction being done at Main and First Streets. "We were 9 weeks into the project before any signage was provided. The "No Thru Traffic" signs that were provided might as well have said businesses are closed. The street closure last Friday was supposed to last from 6am to 9am. Subsequent flyers were provided extending the closure to noon. The street was finally re-opened at 2:30pm. People are creatures of habit and drivers usually take the same route. The pattern has now been changed and drivers will take a different route. The City or the Contractor is not thinking of the retail businesses that are experiencing a huge economic impact, especially on a Friday, which is one of a retail business's busiest days." Mr. Berna is disappointed with the City for being reactive and not proactive. Prior to the start of construction, business owners were asked not to park on First Street to leave this area open for shoppers, but it has been the construction crew who has been parking on First Street.

Vince Cardinelli, 28908 Co. Rd. 87D, Winters, provided a handout to Council and informed them of the Putah Creek Solar Project coming to Winters on Road 87D. The project will contain 18 acres of solar panels. Mr. Cardinelli is not against solar. The problem is the project is being slipped by residents without their knowledge, the community does not know what's going on, and nearby property values will decrease. The Board of Supervisors approved this project on 7/14/11 with a 5-0 vote. Mayor Pro Tem Aguiar-Curry said this was a County issue and the public would have been noticed and given the opportunity to address their

concerns during the public comment period. Council Member Anderson referred to the recent TANC power line project that was discontinued in the Winters area due to overwhelming community opposition. City Manager Donlevy confirmed that Yolo County would have to address the solar panel issue. Mr. Cardinelli confirmed that Yolo County does not have a solar ordinance in place. Mayor Pro Tem Aguiar-Curry told Mr. Cardinelli that she appreciated the education and thanked him for coming to the meeting.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 5, 2011
- B. Resolution 2011-37, A Resolution of the City Council of the City of Winters Approving a Contract with AK & Company in the Amount of \$3,000 to Prepare the SB90 Reimbursement of State Mandated Cost Claims for the City of Winters
- C. Resolution 2011-38, A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills (**Attachment A To Follow**)
- D. Yolo Emergency Services-Memorandum of Understanding
- E. Yolo County Hazard Mitigation Plan and Survey Informational Report
- F. Accept Recommendations from Staff to Approve Resolution 2011-40, A Resolution of the City Council of the City of Winters, Changing the Putah Creek Council (PCC) Liaison on the Winters Putah Creek Committee (WPCC) to a Voting Member of WPCC (**Moved to Discussion Item #5**)
- G. Appliances and Miscellaneous Equipment Funding for the New Fire and Police Public Safety Facility

City Manager Donlevy gave an overview. Under Item B, the City is supposed to be reimbursed by the State for State mandated costs, and although the State has suspended all reimbursements, the City is still required to prepare the reimbursement claim. Under Item D, the County-wide coordination of emergency plans and a shared services concept will be jointly funded. Under Item G, Items 6, 7 and 8 have been deleted and Item 13 has been reduced from two to one carpet cleaner. Council Member Aguiar-Curry asked if warranties were to be included for all of the items ordered and City Manager Donlevy confirmed this.

Motion by Council Member Martin, second by Council Member Anderson to approve the Consent Calendar. Motion carried unanimously, with two absent.

DISCUSSION ITEMS

1. 2010 Annual Police Staff Report

Lieutenant Gutierrez thanked Community Services Officer Gail Jimenez, who put together the power point presentation and continues to be extremely helpful in numerous areas. The presentation included overviews of the overall organization, traffic enforcement statistics, crime statistics and continued challenges and trends. Mayor Pro Tem Aguiar-Curry thanked Lieutenant Gutierrez for the detailed report and presentation.

2. Economic Development Committee- Economic Strategy Recommendations

City Manager Donlevy gave an overview and said the key goals of developing design guidelines for the Grant Avenue Corridor, first and foremost, is to be a good business-friendly city, to encourage collaboration between the City and the business community, and to develop productive regional relationships. The key concepts include revenue generation, sustainable and green jobs for residents, generation of venture capital, agricultural and research jobs associated with the region, tap into the bio-tech and medical industries, and expand into the service sectors. The eight members of the Economic Development Advisory Committee (EDAC) took an aggressive approach and held twelve public meetings, including two facilitated community workshops to discuss and receive input on the development of an overall economic strategy for the City.

The recommendations of the EDAC include: modification of zoning documents and general plan policies, the establishment of zoning districts and expanded business classifications, address height limitations, complete cumulative studies which prevent an expedited development process, address signage policies along I-505, rezoning split zoned and undersized properties, create development incentives, complete infrastructure along Grant Avenue corridor, relocate the drainage canal for the North area, and marketing of properties for development.

Council Member Martin suggested the EDAC members be invited to assist with the implementation of the recommendations. Council Member Anderson said the jobs to housing balance needs to be emphasized. If we're going to talk about growth, we need to talk about jobs. Council Member Aguiar-Curry said the zoning verbiage needs to be cleaned up and it's important to move quickly as the tide is turning economically. Council Member Anderson suggested eliminating specific planning requirements or whether they might become voluntary. Council Member Aguiar-Curry thanked the EDAC for volunteering a lot of their time and for providing good input, and also thanked staff members Nellie Dyer, Dawn Van

Dyke & Mary Jo Rodolfa for their time and effort as well. City Manager Donlevy said an overall work program will be brought back before Council.

3. Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference

Motion by Council Member Anderson, second by Council Member Martin to appoint Council Member Aguiar-Curry as the voting delegate and Council Member Anderson as the alternate for the upcoming League of California Cities Annual Conference to be held in San Francisco on 9/21/11-9/23/11. Motion carried unanimously, with two absent.

4. Introduction and Consideration of an Ordinance of the City Council of the City of Winters, California, to comply with the Voluntary Alternative Redevelopment Program pursuant to Part 1.9 of Division 24 of the California Health and Safety Code, as Provided in AB 1X 27, in Order to Permit the Continued Existence and Operation of the Community Development Agency of the City of Winters Under Threat of Dissolution

City Manager Donlevy gave an overview. The City's estimated "community remittance" for fiscal year 2011-2012 is \$524,942 and there is no recommended source for this money. Failure to make this payment to the State by the end of August would result in the Redevelopment Agency ceasing to exist. As per City Attorney John Wallace, a lawsuit has been filed by the League of California Cities (LCC) and the California Redevelopment Agency (CRA) and the potential for these assembly bills to be overturned is great. City Manager Donlevy said the "community remittance" payment will buy us four months and keep our options open. The Redevelopment Agency will remain alive until a decision is made.

City Attorney Wallace provided some changes to the proposed ordinance. Council Member Martin asked if this payment would come out of the general fund. City Manager Donlevy said no, the source cannot be bond-funded. Council Member Anderson said this is a tremendous slap in the face and what the State is doing is outrageous. The City of Winters will have paid the State \$1.5 million dollars in 18 months and local property taxes have been taken out of the community.

Motion by Council Member Anderson, second by Council Member Martin to approve the introduction and waive the first reading of amended Ordinance No. 2011-04 to comply with the Voluntary Alternative Redevelopment Program pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in order to permit the continued existence and operation of the City of Winters

Community Development Agency, and to revisit this issue in December. Motion carried with the following vote:

AYES: Council Members Anderson, Martin, Mayor Pro Tem Aguiar-Curry
NOES: None
ABSENT: Council Member Stone and Mayor Fridae
ABSTAIN: None

5. Accept Recommendations from Staff to Approve Resolution 2011-40, A Resolution of the City Council of the City of Winters, Changing the Putah Creek Council (PCC) Liaison on the Winters Putah Creek Committee (WPCC) to a Voting Member of WPCC (***Moved From Consent Item F***)

Environmental Services Manager Carol Scianna gave an overview. Council Member Anderson said he attended the last Winters Putah Creek Committee (WPCC) meeting and although there was no forum, this issue was discussed and he was the lone voice against this recommendation. Council Member Anderson said he doesn't see the benefit of giving the Putah Creek Council (PCC) liaison from Davis a vote for Winters projects. Ms. Scianna said she doesn't view the PCC as a Davis organization. Council Member Anderson said the WPCC is working fine just as it is. Council Member Martin said although the PCC's input is invaluable, he wants to leave Winters with control and not give the vote to the PCC. Council Member Aguiar-Curry said the WPCC mostly deals with discussion items and not a lot of action items and told Ms. Scianna that she appreciated her bringing this to the Council.

COMMUNITY DEVELOPMENT AGENCY

1.

CITY MANAGER REPORT: City Manager Donlevy said the City Park Clean-Up was taking place on Saturday, August 6th from 7:30 a.m. to 12:00 p.m. and asked everyone to come and bring your rakes, power tools, hammers, etc. for the playground rehabilitation project. For safety reasons, please do not bring your children. City Clerk Mills confirmed the pool will close for recreation swim on Sunday, 8/14. City Manager Donlevy said the pool staff deserves a lot of credit for the successful year we've had.

INFORMATION ONLY: None

EXECUTIVE SESSION: None

ADJOURNMENT: Mayor Pro Tem Aguiar-Curry adjourned the meeting at 9:00 p.m.

Cecilia Aguiar-Curry, Mayor Pro Tem

ATTEST:

Nanci G. Mills, City Clerk



Est. 1875

**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE : August 16, 2011
THROUGH: John W. Donlevy, Jr., City Manager. *[Signature]*
FROM: Carol Scianna, Environmental Service Manager
SUBJECT: Street Closure Requested by Winters Education Foundation for the Winters Criterium Bike Race

RECOMMENDATION:

Approve the closure of Main Street between Second Street and Railroad Avenue and Railroad Avenue from Main to Edwards, Edwards from Railroad to First Street, First Street from Edwards to Abbey, Abbey from First Street to Second Street, and Second Street from Abbey to Main Street to allow for The Winters Criterium Bike Race on Sunday, September 18th, 2011.

BACKGROUND:

The Winters Education Foundation has requested the closure of several downtown streets (as outlined above and on the attached map) on September 18, 2011 from 6AM until 5 PM.

This event will allow the community to come out, enjoy the bike race as it continually loops through the core downtown area. It is anticipated that 400-500 riders will participate in this first year event.

The Winters Education Foundation has notified the downtown business owners located on the proposed race route of the requested street closures as well as the majority of the residences on the race route. A listing of the names and signatures of these business owners and residents who have acknowledged and agreed to these street closures is provided as an attachment to this report.

Closure notification will be posted on all affected streets a minimum of 48 hours prior to the scheduled closures.

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

FISCAL IMPACT:

To be Determined (Police staff overtime, signage, barricade placement)

ATTACHMENTS:

Winters Criterium Bike Race Proposal

Bike Race Route Map

Criterium Background information

Street Closure Request Form with sign offs

Course Marshall Plan

☺ = location of Race Marshalls

Winters Criterium Bike Race Route

— = turns allowed
— = Rd closed (partially)



Winters Criterium Course Marshall Details /Street Closure

The plan for Course Marshalls on the race route is as follows:

2 Course Marshalls at the following 7 intersections:

RR/Abbey -- RR/Edwards

Edwards/1st--Abbey/1st -- Abbey/2nd

Main/2nd-- Main/1st

4 Course Marshalls will be assigned to the intersection at RR and Main.

Total Marshalls on the course at all times will be 18 and there will be three shifts as follows:

Shift 1: 8AM-11AM

Shift 2: 11AM-2PM

Shift 3: 2PM-5PM

All Course Marshalls will receive a one hour training the week prior to the race where the issues of safety and race logistics will be discussed. Marshalls will be using City radios and cell phones to facilitate communication between intersections.

The following 5 intersections will be passable as described below, but held to one lane or "half" open:

Main/2nd – Eastbound on Main: R turn onto 2nd, North on 2nd : L on Main

RR/Main – Westbound on Main: L onto Railroad, North on RR: R on Main

Edwards/RR – Westbound on E. Edwards: R onto RR, Southbound on RR: L onto E. Edwards

Edwards/First- Eastbound on Edwards: L onto 1st, Southbound on 1st: R onto Edwards

Abbey/Second – Eastbound on Abbey: L onto 2nd, Southbound on 2nd: R onto Abbey

We do not anticipate needing any assistance from the Winters Police Department, other than the possible assistance if we need to have cars towed if they are left on the race course.

Contact info for Race Coordinators:

Joie Watson- 530-902-1058

Bobby Rodriguez- 530-902-4865



City of Winters Request for Street Closure

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

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

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

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

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

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

Name: <u>Joie Watson</u>	Organization: <u>Winters Education Foundation</u>
Address: <u>231 Ivy Loop, Winters</u>	Mailing Address: <u>PO Box 1047</u>
Telephone: <u>(530) 902-1058</u>	Today's Date: <u>July 19, 2011</u>
Streets Requested: <u>MAIN, RAILROAD, ABBEY, EDWARDS, 1ST, 2ND</u>	
Date of Street Closure: <u>SUN. SEPT. 18, 2011</u>	Time of Street Closure: <u>7AM - 5PM</u>
Description of Activity: <u>CRITERIUM BIKE RACE. Short course speed race; multiple 45 min - 1hr races.</u>	
Services Requested of City: <u>Street closure signs, Barricades, patten assist w/ electric car, radios.</u>	
APPROVED: _____ <i>Police Department</i> <u>ES</u> _____ <i>Public Works Department</i>	

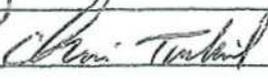
City of Winters Request for Street Closure

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. Attach additional sheets if necessary.

Socorro La	7/21/11	Winters Chamber/VC
Shen Pison	7/21/11	Anytime Fitness
Debbie LaShure	7/21/11	Buckhorn Catering
Brandi Seese	7/21/11	First Adventures
Dan Fortin	7/21/11	Classy Cots
Chen	7/21/11	Ocean Restaurant
Elia Ace	7-21/11	La Mexicana
Elia Ace	7-21/11	El Pueblo
Juanito Fernandez	7-21/11	110 Main St
[Signature]	7-21-11	112 Main St.
[Signature]	7-21-11	114 Main St.
José Torres-Lopez	7-21-11	118 Main St.
Ed Carbajal	7-21-11	119 Main St
Dave Mills	7-22-11	Realty World
Linda Rodenas	7-22-11	Buckhorn
Linda Rodenas	7-22-11	Pitah Creek Cafe
[Signature]	7-22-11	"San Al Yarn"
[Signature]	7-22-11	Rootstock
Marie Lopez	7-22-11	Arday's Bar
Robert Gouge	7/21	La Bodega
Theresa Rodriguez	7-22-11	[Signature]
[Signature]	7-22-11	First Northern
[Signature]	7-24-11	116 Main

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. Attach additional sheets if necessary.

Cody's / Linton's 
Winters Auto / Danny Barber 
Winters Tires Service 
Ace Hardware 
Turkovich Family Wines 



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Julia Dinnella // ABBEY
MAIN EVENTS NO ANSWER
PISANIS AUTO PARTS STAFF COULD ADD SIGN

ABBED STREET
BETWEEN MAIN AND
FIRST
KURT

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. Attach additional sheets if necessary.

123	Abber			John G
121	Abber st.			Russell Rodriguez
119	Abber St.			
115	Abber st.			John Lynn
117	Abber st			
111	Abber st			Brenda Michel
105	Abber st			refused.
106	Abber st			
110	Abber st			refused.
311	2nd st.	O.K.		Marilyn Abarca
1112	Abber St.	OK		NO. Hollman
310	2nd st	OK		Carl

City of Winters Request for Street Closure

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Manuel Torres	7/24/11	Pizza Factory
M. Torres	7/24/11	Warrior Video

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. Attach additional sheets if necessary.

15 Edwards - *Stan Gale*

13 Edwards - (not a residence?)

9 Edwards - *Sacramento County*

True Value yard is on route.
Communicated with Jack Rai.
left flyer.

8 Edwards - *Darlene Benson*

12 Edwards - Not home - left
flyer with contact info.

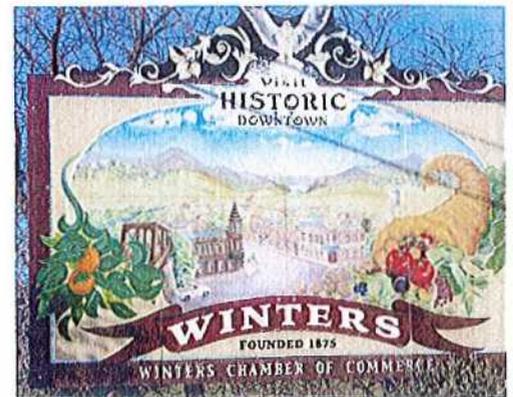


The Winters Criterium

Sunday September 18th

Short course speed race through historic downtown Winters.

- Street closures 8am-5pm
- Special accommodations and reserved parking for downtown business patrons
- Draws new patrons into Winters
- Benefits local kids – last year we raised \$6,000 for local schools
- Questions: contact Joie Watson (530)902-1058



Sponsorships available.



Winters Education Foundation

All Race Proceeds benefit the Winters Education Foundation!

Winters Education Foundation and VeloCity

Proposal For

2nd Annual

The Winters Criterium Bike Race



Event Organizers

Myke Berna
530-795-3454

Bobby Rodriguez
530-902-4865

Joie Watson
530-795-2556

Winters Criterium Bike Race

The Winters Education Foundation and VeloCity are requesting approval to hold a Criterium Race in the downtown area of Winters on September 18th from 8am to 5pm. This race has the potential to bring high caliber cyclists from the bay area and the central valley.

Criterium Race Defined

A Criterium race usually consists of a 45-minute race around a 2-3 block radius. The cyclists race around the laid out course for a 45-minute time period and then at the end of that time span the announcer will designate that there are 3 laps to go. The first to cross the finish line is the winner. There will be multiple men and women's classes defined by age and/or category (Pro Elite 1/2/3/4/5). This is a very exciting race for spectators as the action is very fast paced.

Benefits to Winters

This race has the potential of bringing hundreds of racers and many more spectators. It is an excellent event to showcase the downtown businesses here in Winters. Organizers plan to work with local businesses to maximize positive exposure and to minimize or mitigate access issues during the race. It is the intention of the organizers to make this an annual event building a bigger and better event with each subsequent year.

Race Route

The race route is a loop that will start on Main near the intersection with 1st street. The route continues to Railroad and turns left onto Railroad continuing to Edwards. At Edwards the route turns left and continues to 1st. The route turns left onto 1st and continues to Abbey where the route makes its only right turn. The route continues on Abbey to 2nd and turns left on 2nd where it returns to Main. The route continues down Main to 1st to complete the loop.

Organizers will provide volunteers to direct traffic and pedestrians. Organizers are requesting use of City barricades and signs to close race route and redirect traffic.

In addition, Organizers are requesting there be no vehicles parked on the race route. Cars parked on the street create a danger to cyclists and risk damage during the race. Organizers are requesting that the Winters Police Department notify residents days before the event in a manner similar to the procedures used for the Youth Day Parade and if necessary, tow the vehicle from the race route on race day.

Race Day

Set up will begin at approximately 6:00am. The first race will start between at 8:00am and races will continue until late in the afternoon. It is possible that the event will be completed prior to 5pm. Volunteers will ensure that the race route is properly controlled and cleaned up after the event.

Accommodations for businesses will be made if pedestrian traffic needs to cross the race route, or if patrons require assistance gaining access to businesses. The organizers request that the City supply the use of one electric car and that a block of parking be set aside in the Community

Center/Rotary Park lot for patrons of downtown businesses. A volunteer will transport patrons in the electric car to their respective destinations.

Insurance

This race is calendared with the Northern California and Nevada Cycling Association and we will purchase event insurance through the USA Cycling. This Liability Insurance is coverage for all registrants and volunteers who fill out required participation forms. A copy of the insurance certificate will be provided prior to the race.

Emergency Medical Attention

Organizers will contact Sutter Hospital in Davis to inform them of the race. A medical station will be set up and staffed by an EMT, a nurse and a doctor all from this community. Organizers would also like to request that the Winters Fire Department provide a medical response team to ensure adequate support is present throughout the race day.

Point of Contact

There are three primary contacts for this race. Myke Berna, owner, VeloCity bicycle shop. Myke has been involved with cycling for years and has many contacts in the cycling organizations. His phone number is 530-795-3454. Bobby Rodriguez (530-902-4865) and Joie Watson (530-795-2556) are both members of the Board of Directors of Winters Education Foundation.

Criterion

from Wikipedia, the free encyclopedia

A **criterion**, or **crit**, is a bike race held on a short course (usually less than 5 km), often run on closed-off city center streets.

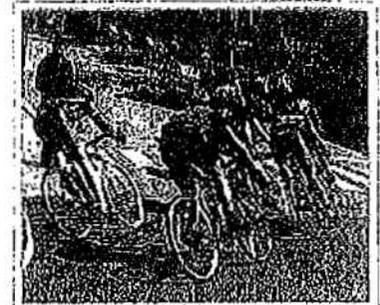
Race length can be determined by a total time or a number of laps, in which case the number of remaining laps is calculated as the race progresses. Generally the event's duration (commonly one hour) is shorter than that of a traditional road race — which can last many hours, sometimes over the course of several days or even weeks, as in a Grand Tour. However, the average speed and intensity are appreciably higher. The winner is the first rider to cross the finish line without having been "lapped."

Events often have prizes (called *primes*, pronounced "preems", and are usually cash) for winning specific intermediate laps (for instance, every 10th lap). A bell is usually rung to announce to the riders that whoever wins the next lap, wins the prime.

Success in road criteriums requires a mix of good technical skills — in particular, the ability to corner smoothly, while "holding your line" on the road, as well as rapidly and sharply — and riding safely with a large group on a short circuit and exceptional "print" ability to attack other riders and repeatedly accelerate hard from corners.

Criteriums are relatively easy to organize, do not require a large amount of space, and are good for live spectators as they allow them to see the riders pass by many times. They are the most common type of bicycle racing in the continental United States. They are also gaining popularity as a format for mountain bike events.

Belgium (Belgium) hosts a number of criteriums, as does the Netherlands. The most notable of these are held just after the Tour de France. However, criteriums in Europe are mostly held in the format of a points-race. First, second, and third place at every 5th lap gets 3, 2, 1 points respectively (with double points at final endsprint).^[1] It was a long tradition that for the Tour these criteriums were fixed to have favourable results for the organisers.^[2]



Collegiate cyclists take a tight downhill corner in the Boston Beanpot Criterium at Tufts University

Contents

- 1 Equipment
- 2 Training for criterium racing
 - 2.1 Physiological
 - 2.2 Mechanical
 - 2.3 Race craft
- 3 Further reading
- 4 See also
- 5 References
- 6 External links

Equipment

Racing bicycles used for criteriums are typically no different than those used in other mass-start road events. However, some criterium racers will choose bicycles with:



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : August 16, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Bruce K. Muramoto, Chief of Police; Scott Dozier, Fire Chief
SUBJECT: Authorization to Sign Contract Change Order No. 112 for the Public Safety Facility

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to sign Change Order No. 112 for the amount of \$19,834.00.

BACKGROUND:

The Public Safety Facility, Project No. 05-03, was established to design and construct a facility to house both Departments. On June 15, 2005, the City Council approved the selection of the site for the new facility. The site is located along West Main Street, north of Grant Avenue, off the future street being constructed with the Ogando-Hudson subdivision, and the land will be granted to the City with the Ogando-Hudson Final Map.

On August 4, 2009 the City Council authorized the following: (1) award a construction contract for the Public Safety Facility (Project 05-03) to Bobo Construction, Inc. in the amount of Six Million Three Hundred Sixty Six Thousand (\$6,366,000.00); (2) authorize expenditures in the amount of Eight Million Dollars (\$8,000,000.00) for the Project; (3) authorize the City Manager to execute the contract/payment up to Seventy Five Thousand Dollars (\$75,000.00) for Special Inspection services; (4) authorize the City Manager to execute the construction contract on the City's behalf.

The Public Safety Facility Project (Project) has a 140 foot radio tower and radio equipment room to support Fire and Law communications for both departments. The radio room contains radio equipment, air conditioners, and a 48 volt battery backup system. After the

contract with Bobo Construction was signed the Yolo Emergency Communications Agency (YECA) changed the electrical requirements for the radio room. This change in requirement delayed the purchase of wire and subpanels for the radio room. This Change Order is due to the increase of electrical wire costs, due to the escalating material costs. Staffed researched the increase wire cost by SNP and deemed it to be a fair market price.

FISCAL IMPACT:

The Construction Budget authorized for the project was \$7,000,000.00. Approximately \$516,810.00 has been spent for Change Orders to this date. Approximately \$117,219.00 remain in the Construction Budget.

CONTRACT CHANGE ORDER

(x) OWNER
(x) ARCHITECT
(x) CONTRACTOR
() FIELD
() OTHER

PROJECT: Winters Police-Fire Facility

CHANGE ORDER NO. 112

DATE: July 21, 2011

TO CONTRACTOR:

Bobo Construction, Inc.
9728 Kent Street
Elk Grove, California 95624

ARCHITECT'S PROJECT NO.: C06267.00

CONTRACT DATE: September 15, 2009 (NTP)

COMPLETION DATE: September 30, 2010 (260 WD)

**CONTRACT FOR: Winters Police-Fire Facility
700/702 West Main Street, Winters, California**

The Contract is changed as follows:

PROVIDE Cost Increase for Electrical Wire costs, due to Out Building Communications Center requirements and Sub Panel changes, per Bobo Construction, Inc., Potential Change Order 084.

Ref: Bobo Construction, Inc., Potential Change Order 084 (02/09/11)

The original Contract Amount was	\$6,366,000.00
Net change by previously authorized Change Order	\$496,976.00
The Contract Amount prior to this Change Order was	\$6,862,976.00
The Contract Amount will be increased by this Change Order in the amount of	\$19,834.00
The new Contract Amount including this Change Order will be	\$6,882,810.00
Total Change Order Amount will be	\$516,810.00

The Contract Time will be (increased) (decreased) (unchanged) by Zero (0) work days

The date of Contract Completion as of the date of this Change Order therefore is May 25, 2011

Architect
Calpo Hom & Dong Architects

Contractor
Bobo Construction, Inc.

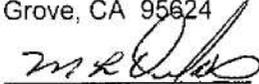
Owner
City of Winters

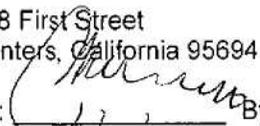
2120 20th Street, Suite One
Sacramento, CA 95818

9728 Kent Street
Elk Grove, CA 95624

318 First Street
Winters, California 95694

By: Dennis Dong

By: 

By: 

Date: 7/21/11

Date: 8/3/2011

Date: 8/4/11

Date: _____

BOBO CONSTRUCTION, INC.
9728 KENT STREET, ELK GROVE, CALIFORNIA, 95624
PHONE 916-685-2285 FAX 916-685-7373

Wednesday, February 09, 2011

Mr. Dennis Dong
Calpo Hom & Dong Architects
2120 20th St. Suite One
Sacramento, Ca 95818

RE: Potential Change Order # 084
Document Number PCO-084
Winters Police-Fire Facility - 8302009

Dear Mr. Dong ,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 084
Date: 09-Feb-11
Description: Wire increase
Proposed Amt: \$19,834.00
Days Requested: 0
Reference:

Notes: Please review the attached paper work showing the cost of wire at bid time to now. Snp also has in their paperwork the cost of wire back in May when the wire should have been pulled if the project was on schedule. If you notice SNP is only asking for the money for the increase from May to now. They absorbed the cost of wire increase from bid time to May. Please also note that the wire can not be purchased until the panels are in and the switch gear is onsite and there have been changes to both of those that delayed delivery. Neither SNP or Bobo have any markup on this Pco.

These prices are going up weekly.

Category : Change Order
Reason:

This PCO is comprised of the following items:

ITEM	ITEM DESCRIPTION	AMOUNT	COMPANY
001	Wire increase	\$19,834.00	SNP Electric

Total: \$19,834.00

Per the terms and conditions of our contract, we request an official Notice to Proceed to start this extra work without further delay to the construction schedule.

Respectfully,

Chris Baker

Authorized Signature

Date

BOBO CONSTRUCTION, INC.
9728 KENT STREET, ELK GROVE, CALIFORNIA, 95624
PHONE 916-685-2285 FAX 916-685-7373

Thursday, March 24, 2011

Mr. Dennis Dong
Calpo Hom & Dong Architects
2120 20th St. Suite One
Sacramento, Ca 95818

RE: General
Document Number GEN-013
Winters Police-Fire Facility - 8302009

Dear Mr. Dong,

Please be advised of a potential claim regarding the wire increase for the project. The wire can not be purchased until the panels are installed and the switch gear is onsite and there have been changes to both of those that delayed the ordering of the wire. As of now the amount of this potential claim is \$22,117.00. This claim amount does not included any markup from Bobo Construction or SNP.

Respectfully,

Chris Baker

WIRE SIZE:	QTY:	ORIG. \$ AMT;	CURRENT \$:	\$ DIFF.	TOTAL COST DIFFERENCE
600 MCM WIRE	3140	\$ 7.96	\$ 11.34	\$ 3.38	\$ 10,613.20
350 MCM WIRE	1720	\$ 5.12	\$ 6.19	\$ 1.07	\$ 1,840.40
000 WIRE	2795	\$ 1.91	\$ 2.90	\$ 0.99	\$ 2,767.05
0 WIRE	2856	\$ 1.33	\$ 1.87	\$ 0.54	\$ 1,542.24
0000 WIRE	120	\$ 2.49	\$ 3.69	\$ 1.20	\$ 144.00
#1 WIRE	500	\$ 1.06	\$ 1.53	\$ 0.47	\$ 235.00
#6 GREEN WIRE	2500	\$ 0.34	\$ 0.47	\$ 0.13	\$ 325.00
#8 WIRE	6000	\$ 0.24	\$ 0.32	\$ 0.08	\$ 480.00
#10 Thhn	8000	\$ 0.14	\$ 0.22	\$ 0.08	\$ 640.00
#12 Thhn	25000	\$ 0.12	\$ 0.19	\$ 0.07	\$ 1,750.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

DIFFERENCE	\$	20,336.89
TAX @ 8.75%	\$	1,779.48
TOTAL	\$	22,116.37



Independent Electric Supply
 4351 Northgate Blvd.
 Sacramento, CA 95834-1100
 Tel: (916) 924-4848 Fax: (916) 924-4858

WEEKLY HOT SHEET: 08/18/09 TO 08/31/09

CONDUIT (PRICES PER 100 FT)					
SIZE	RMT	AVG STRAND COPPER	DB120	DMO	GRD
1/2	\$13.45	\$8.10		\$48.10	\$85.15
3/4	\$26.79	\$9.90		\$59.19	\$93.25
1	\$42.95	\$14.49	\$13.95	\$89.15	\$136.89
1 1/4	\$66.70	\$20.89		\$114.15	\$188.65
1 1/2	\$82.25	\$24.25	\$15.45	\$142.39	\$220.79
2	\$100.49	\$30.89	\$21.19	\$185.99	\$280.89
2 1/2	\$168.30	\$52.15		\$373.29	\$503.25
3	\$208.45	\$82.85	\$43.39	\$478.35	\$616.65
3 1/2	\$300.99	\$81.10		\$561.95	\$742.10
4	\$298.10	\$88.89	\$84.59	\$618.85	\$861.59
5		\$125.89	\$101.00		\$1,549.30
6		\$184.15	\$150.89		\$2,250.45

WIRE PRICES PER 100' (MOON) PLEASE REVIEW			
	THIN STRANDED COPPER	THICK SOLID COPPER	EXTRAL
14	\$55.89	\$55.89	
12	\$79.95	\$73.75	
10	\$121.25	\$115.85	
8	\$210.19		
6	\$312.95		\$105.19
4	\$493.89		\$129.95
2	\$788.15		\$177.55
1	\$1,012.05		\$259.15
1/O	\$1,231.15		\$311.69
2/O	\$1,545.00		\$397.99
3/O	\$194.10 / C		\$455.95
4/O	\$243.95 / C		\$508.89
250	\$289.06 / C		\$620.19
300	\$345.29 / C		\$856.00
350	\$404.10 / C		\$871.10
400	\$460.25 / C		\$1,018.89
500	\$557.79 / C		\$1,123.55
600	\$670.35 / C		\$1,422.85
750	\$1238.15 / C		\$1,660.10

SIZE	RMT	DMO (PRICES / MFT)	EXTRAL (PRICES / MFT)
14/2 WG	\$149.95	14/2W/G \$311.25	6/2 \$388.89
14/3 WG	\$213.89	14/3WG \$481.45	6/3 \$520.95
12/2 WG	\$229.95	12/2WG \$315.79	2/3 \$659.75
12/3 WG	\$325.59	12/3WG \$526.35	1/3 \$1,117.25
10/2 WG	\$359.95	12/4WG \$736.79	1/0-3 \$1,299.95
10/3 WG	\$516.75	10/2WG \$990.10	2/0-3 \$1,533.00
8/2 W/G	\$598.70	10/3WG \$957.25	4/0-3 \$2,185.35
8/3 W/G	\$814.10	10/4WG \$1,487.45	
6/2 W/G	\$848.79		
6/3 W/G	\$1,193.49		
4/3 W/G	\$2,703.25		

SILK (PRICES PER 100 FT)	
14 GA 7/8" 10FT	\$98.95
12 GA 1 5/8" 10FT	\$128.95

FLEX'S SEAL-TITE (PRICES PER 100 FT)						
SIZE	ALUM	U/M	STEEL	U/M	SEAL-TITE	U/M
3/8"	\$ 26.69	C	\$ 28.65	C	\$ 51.95	C
1/2"	\$ 29.99	C	\$ 31.65	C	\$ 69.69	C
3/4"	\$ 42.70	C	\$ 43.35	C	\$ 95.19	C
1"	\$ 80.80	C	\$ 80.36	C	\$ 169.35	C
1 1/4"	\$ 113.65	C	\$ 103.85	C	\$ 220.55	C
1 1/2"	\$ 180.25	C	\$ 188.55	C	\$ 235.10	C
2"	\$ 205.69	C	\$ 205.65	C	\$ 307.75	C
2 1/2"	\$ 267.00	C	\$ 255.89	C	\$ 516.85	C
3"	\$ 431.85	C	\$ 440.85	C	\$ 623.89	C
3 1/2"	\$ 501.00	C	\$ 497.75	C	\$ 909.10	C
4"	\$ 668.85	C	\$ 567.10	C	\$ 957.95	C
6		C		C		C

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DUE TO INSTABILITY IN
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 4351 Northgate Blvd.
 Sacramento, CA 95834-1100
 Tel: (916) 924-4848 Fax: (916) 924-4858

WEEKLY HOT SHEET: 05/04/10 TO 05/14/10

1/2	\$15.59	\$11.95		\$68.69	\$107.75
3/4	\$30.50	\$14.89		\$70.35	\$115.85
1	\$51.19	\$21.55	\$14.89	\$105.95	\$170.10
1 1/4	\$71.49	\$30.95		\$139.29	\$234.45
1 1/2	\$93.15	\$35.99	\$16.29	\$169.25	\$279.25
2	\$119.29	\$48.89	\$27.95	\$224.95	\$361.10
2 1/2	\$199.75	\$77.40		\$443.65	\$625.49
3	\$254.45	\$93.19	\$69.69	\$568.55	\$766.35
3 1/2	\$367.10	\$118.10		\$667.95	\$954.49
4	\$361.59	\$131.55	\$97.30	\$735.50	\$1,070.85
5		\$182.35	\$145.95		\$1,826.55
6		\$223.29	\$215.10		\$2,829.90

14	\$69.25	\$61.35	\$87.95		
12	\$99.90	\$83.59	\$145.79		
10	\$163.85	\$146.35	\$217.10		
8	\$252.35		\$338.45		
6	\$386.95		\$512.95	\$115.45	
4	\$608.89		\$783.29	\$143.00	
3	\$766.25		\$975.89		
2	\$981.39		\$1,214.20	\$194.25	
1	\$1,218.49		\$1,527.15	\$283.89	
1/0	\$1,519.95		\$1,926.25	\$340.95	
2/0	\$1,905.29		\$2,419.99	\$402.49	
3/0	\$239.10 / C		\$302.99 / C	\$500.15	
4/0	\$300.19 / C		\$379.29 / C	\$556.39	
250	\$355.99 / C		\$433.05 / C	\$678.45	
300	\$424.75 / C		\$510.59 / C	\$937.10	
350	\$497.35 / C		\$555.75 / C	\$953.55	
400	\$586.10 / C		\$655.25 / C	\$1,114.85	
500	\$704.35 / C		\$767.65 / C	\$1,229.45	
600	\$845.75 / C		\$930.45 / C	\$1,557.39	
750	\$1537.15 / C		\$1285.36 / C	\$1,816.85	

14/2 WG	\$187.19	14/2W/G	\$354.95	6/2	\$416.00
14/3 WG	\$263.85	14/3WG	\$553.79	6/3	\$564.10
12/2 WG	\$268.50	12/2WG	\$359.95	2/3	\$930.69
12/3 WG	\$408.89	12/3WG	\$615.79	1/3	\$1,209.95
10/2 WG	\$458.89	12/4WG	\$825.15	1/0-3	\$1,439.59
10/3 WG	\$643.89	10/2WG	\$748.95	2/0-3	\$1,686.29
8/2 W/G	\$710.69	10/3WG	\$1,029.10	4/0-3	\$2,418.10
8/3 W/G	\$1,034.95	10/4WG	\$1,665.65		
6/2 W/G	\$1,003.90				
6/3 W/G	\$1,612.45				
4/3 W/G	\$3,437.19				

14 GA 7/8" 10FT	\$88.95
12 GA 1 5/8" 10FT	\$112.00

SIZE	ALUM	U/M	STEEL	U/M	SEALTITE	U/M
3/8"	\$ 26.89	C	\$ 28.85	C	\$ 51.95	C
1/2"	\$ 29.99	C	\$ 31.55	C	\$ 69.69	C
3/4"	\$ 42.70	C	\$ 43.35	C	\$ 95.19	C
1"	\$ 80.90	C	\$ 80.35	C	\$ 169.35	C
1 1/4"	\$ 113.55	C	\$ 103.95	C	\$ 220.55	C
1 1/2"	\$ 160.25	C	\$ 168.55	C	\$ 235.10	C
2"	\$ 205.69	C	\$ 206.65	C	\$ 307.75	C
2 1/2"	\$ 267.00	C	\$ 255.89	C	\$ 516.85	C
3"	\$ 431.85	C	\$ 440.95	C	\$ 623.89	C
3 1/2"	\$ 501.00	C	\$ 497.75	C	\$ 909.10	C
4"	\$ 556.85	C	\$ 567.10	C	\$ 957.95	C
6		C		C		C

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DATE 2/07/11 TIME 13:07:01

QUOTATION ACKNOWLEDGEMENT		PAGE NO. 2
PAYMENT TYPE	CHARGE	
DOCUMENT NO.	9071812	
DOCUMENT DATE	2/07/11	
CUSTOMER NO.	030880	
WAREHOUSE	034	

N Sacramento PO BOX 2858 PORTLAND, OR 97208	LOCATION	
	N Sacramento 4201 S Market Ct Sacramento CA 95834 Phone #: 916 928 0929	
SNP Electric 3228 Garfield Ave Carmichael CA 95608 Phone #: 916 486 0142	SHIP TO	
	SNP Electric 4201 S Market Ct Sacramento CA 95834	
ORDER BY:		SPECIAL INSTRUCTIONS
PCKUP BY:		

CUSTOMER P.O. NUMBER	JOB NAME	JOB NO	SLS	SALES	ORDER DATE	SHIPPING METHOD	BILL OF LADING NO.
QUOTE			357	SV	2/07/11	PICKUP PREPAID	

LINE/LOCATION	PRODUCT NO./DESCRIPTION	U/M	ORDERED	SHIPPED	B/O	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT
006	1THHNCSTRBLAX500 THHN-1-BLACK-CU STR 500' 077254 OD IS .440	M	500	500	0	1680.00000		840.00
007	6THHNCSTRGREX2500 THHN-6-GREEN-CU STRD 2500' 197877 GREEN X2500FT REEL OD IS .253	M	2500	2500	0	542.03200		1355.08
008	8THHNCSTRBLAX5000 THHN-8-BLACK-CU STR 5000' 069608 OD IS .217	M	6000	6000	0	357.34860		2144.10
009	APPST400 APP ST400 4-IN STR LIQ-TITE 078834 CONN	C	4	4	0	10890.59630		435.62
010	4LTULX25 4-IN-UL/LT LIQTITE 25FT 016438	C	15	15	0	1110.00000		166.50

Prices quoted, unless otherwise specifically noted on this quotation, are subject to availability and must be accepted and released for immediate shipment within 48 hours.

69,930.96
8.750
6,118.96
.00

<input type="checkbox"/> OUR TRUCK	NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	FILED BY	ENTERED BY	AMOUNT
<input type="checkbox"/> PICK UP							TAX %
<input type="checkbox"/> DIRECT							Shipping & Handling
<input type="checkbox"/> SHIPPED			RECEIVED BY	RECEIVED BY (PRINT NAME)	DATE RECEIVED		
<small>SPECIAL ORDER ALSO IS NOT SUBJECT TO RETURN, CLAIMS FOR BREAKAGE SHORTAGE OR DAMAGES MUST BE FILED WITH CARRIER, SHIPMENT CARRIER CHARGE 2% ON ACCEPTED RETURNS.</small>							TOTAL DUE → 76,049.92

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PAGE NO.
1

QUOTATION ACKNOWLEDGEMENT	
PAYMENT TYPE	CHARGE
DOCUMENT NO.	9071812
DOCUMENT DATE	2/07/11
CUSTOMER NO.	030880
WAREHOUSE	034

LOCATION	
N Sacramento PO BOX 2858 PORTLAND, 97208 OR	N Sacramento 4201 S Market Ct Sacramento 95834 CA Phone #: 916 928 0929
SHIP TO	
SNP Electric 3228 Garfield Ave Carmichael CA 95608 Phone #: 916 486 0142	SNP Electric 4201 S Market Ct Sacramento 95834 CA

SPECIAL INSTRUCTIONS	
ORDER BY:	
PCKUP BY:	

CUSTOMER P.O. NUMBER	JOB NAME	JOB NO.	BL5	SALES	ORDER DATE	SHIPPING METHOD	BILL OF LADING NO.
QUOTE			357	SV	2/07/11	PICKUP PREPAID	

LINE/LOCATION	PRODUCT NO. / DESCRIPTION	U/M	ORDERED	SHIPPED	B/O	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT
001	600THHNCSTR2000MCR THHN-600MCM-BLK-CU-STR X2000 062735 BUL KWI RE OD IS 1.030	M	3360	3360		012000.00000		40320.00
002	350THHNCSTR2500MCR THHN-350MCM-BLACK CU STRX2500M 070186 BUL KWI RE OD IS .802	M	1720	1720		0 6559.47800		11282.31
003	3ATHHNCSTRX1000 THHN-3/0-BLACK-CU STRD 1000 070183 BUL KWI RE OD IS .575	M	3000	3000		0 3200.00000		9600.00
004	1ATHHNCSTRBLAMCR THHN-1/0-BLACK CU STR X5000 062555 OD IS .480	M	1520	1520		0 2030.00000		3085.60
005	4ATHHNCSTR5000MCR THHN-4/0-BLACK CU STR X 5000 069599 BUL KWI RE OD IS .630	M	175	175		0 4010.00000		701.75

<input type="checkbox"/> OUR TRUCK	NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	FILLED BY	CHECKED BY	PRICED BY	ENTERED BY	AMOUNT
<input type="checkbox"/> PICK UP									TAX %
<input type="checkbox"/> DIRECT									Shipping & Handling
<input type="checkbox"/> SHIPPED			RECEIVED BY	RECEIVED BY (PRINT NAME)	DATE RECEIVED	CONTINUED -			
<small>SPECIAL ORDER MATERIALS NOT SUBJECT TO RETURN CLAIM FOR REFUND. AGE, DIMENSIONS OR DAMAGE MUST BE FORTH WITH CARRIER. MINIMUM SHIPPING CHARGE 25% UNACCEPTED RETURNS.</small>									TOTAL DUE →

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CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 16, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: John C. Wallace, City Attorney
SUBJECT: AT&T Mobility Claim Against the City of Winters - \$17,124.85

BACKGROUND: AT&T Mobility (aka Cingular Wireless) previously filed a claim dated November 1, 2010 with the City of Winters for a tax refund (overpayment of the City's Utility Users Tax). The City of Winters denied the claim. In simple terms, AT&T Mobility sold internet access to its customers "Data Services", collected our UUT taxes, and paid us. Under federal law, wireless internet services, and fees for internet access are not subject to local taxation. Some enterprising lawyers across the country found out about this, and a number of "class-action" lawsuits have resulted. Class actions are a way of maximizing attorney's fees, with some minimal payment to the "class" of people affected usually the result. A federal district court in Illinois in this case approved a class-action lawsuit and a settlement. Under the settlement, AT&T Mobility has to file claims everywhere it collected taxes on "Data Services." Winters is one of these jurisdictions. Litigation has now been initiated in Los Angeles County, a Class Action case entitled Sipple v. City of Alameda, Los Angeles County Superior Court Case No. BC 462270. The City of Winters has been served, and has to respond. All proceedings have been stayed pending a status conference, and the City of Winters now has to complete formal legal litigation documents. A highly regarded firm has offered to represent the City of Winters on a pro-rata basis, which is a great deal less expensive than having sole representation. Approval of a contract for legal services is recommended. The letter proposing services and the form agreement is attached.

ANALYSIS: Under the City's Utility Users Tax procedures, claims for refund are subject to the City's Claims Ordinance, under which a claim for tax refund based on overpayment or unrequired payment can only go back one year. This claim is for a period of almost 5 years, from November 1, 2005 to September 30, 2010. Beginning October 1, 2010, AT&T Mobility stopped billing for taxes on "Data Services." Under the terms of the Claims ordinance, the correct amount claimed would be for the period from November of 2009 to September 30, 2010, roughly 11 months. Taking the average monthly tax refund sought and multiplying yields \$3,192.77. In addition, under current Court interpretation of the California Government Code on claims against public agencies (Sections 900 et seq.), class action claims are not authorized by California law. Rather, individual taxpayers must file individual claims. Service providers are not claimants. It is not clear whether there is a federal order or federal statute in the Illinois that pre-empts these state and local statutory

limitations. The claim was denied because it was partially time barred, and did not comply with City ordinances.

RECOMMENDATION: Approval of the contract for legal services.

Michael G. Colantuono
MColantuono@CLLAW.US
(530) 432-7359

Colantuono & Levin, PC
300 S. Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Main: (213) 542-5700
FAX: (213) 542-5710
WWW.CLLAW.US

August 3, 2011

VIA U.S. MAIL

John C. Wallace, City Attorney
City of Winters
318 First St.
Winters, CA 95694

Re: **Sipple et al. v. City of Alameda, et al., Los Angeles County Superior Court
Case No. BC 462270**

Dear Mr. Wallace:

I write to you regarding the lawsuit recently filed in Los Angeles County Superior Court against more than 130 California cities and counties, titled *Sipple et al. v. City of Alameda et al.*, Case No. BC 462270, which relates to the administrative claim for a utility users tax refund filed by AT&T/New Cingular Wireless against those same entities late last year. Colantuono & Levin, P.C. has been retained to defend several of the cities that were sued. These cities have formed a joint defense consortium to share the costs of defending the case. These cities have executed a joint defense agreement and formed a Client Relations Committee to direct our representation. That committee has directed us to invite you to join them in an effort to further reduce the cost to each local government of defending the case.

The agreement among consortium members regarding sharing fees and costs establishes proportionate shares based upon the amount at issue for each. We have estimated the share of our fees that each defendant will bear based on the amount of the claim against that city or county and our preliminary litigation budget of \$250,000 to \$600,000 (the range reflects uncertainty about plaintiff's tactics and the early stage of the case; we will provide a more refined budget when the facts are developed). In light of the cities that have expressed interest in joining the consortium to date, a local government that faces a claim of \$12,000 would be responsible for fees of between \$200 and \$500. A defendant that faces a claim of \$3.3 million would be responsible for fees of between \$57,000 and \$137,000. Again, these estimates are based on preliminary budgets for our legal fees and costs. We include the estimates so that you can review the claim filed against you and determine whether to join the consortium. Each city's

John C. Wallace, City Attorney
August 3, 2011
Page 2

ultimate share of the legal fees and costs will be affected by how many cities ultimately join the consortium and retain us. Initial deposits to the escrow maintained by the City of Torrance for this case will be based on these estimates. However, as other defendants join, current participants' ultimate shares will be reduced, resulting either in a lower cash call in the future (if additional funds are needed), or a refund at the end of the case.

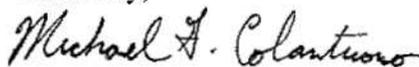
To that end, I enclose a draft retainer agreement that describes the scope of our proposed representation as well as the mechanism for sharing fees and costs, the establishment of the client relations committee, and the joint defense agreement. Because we will be representing the parties to this joint defense agreement, we cannot be involved in negotiating or interpreting the agreement. But we have included it in the retainer agreement simply to document its existence.

The attached retainer agreement also establishes the initial client relations committee Berkeley City Attorney Zach Cowan, Burbank Assistant City Attorney Juli Scott, and Torrance Finance Director Eric Tsao. The initial committee has agreed to serve until a meeting of all participating cities' representatives confirms their appointment or selects others to serve in their place.

Among the initial tasks for the client relations committee beyond organizing the consortium are giving us direction on investigating settlement options (although each defendant retains individual control over settlement decisions) and how to respond to the complaint (such as filing an answer, demurrer or cross-complaint). A more detailed budget will also be presented to the client relations committee shortly.

If you wish to join the Consortium, please contact Brian R. Guth by mail at Colantuono & Levin, P.C., 300 South Grand Avenue, Ste. 2700, Los Angeles, CA 90071-3137, by email at BGuth@cllaw.us, by fax at (213) 542-5710, or by phone at (213) 542-5717. Brian will provide you with a finalized retainer agreement for execution. If you have questions after reading this letter or reviewing the attached materials, please feel free to contact Brian, me at (530) 432-7359, Sandi Levin at (213) 542-5707, or Holly Whatley at (213) 542-5704. We would be happy to discuss the matter with you and to answer any questions you may have.

Sincerely,



Michael G. Colantuono

MGC:brg
Enclosure:

Draft retainer agreement

Sandra J. Levin
SLevin@CLLAW.US
(213) 542-5707

Colantuono & Levin, PC
300 S. Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Main: (213) 542-5700
FAX: (213) 542-5710
WWW.CLLAW.US

August 2, 2011

VIA E-MAIL AND U.S. MAIL

Re: **Sipple et al. v. City of Alameda, et al., Los Angeles County Superior Court
Case No. BC 462270**

Dear :

Introduction. As promised, I write to propose a form of letter retainer agreement for our firm to represent the City of _____ ("you" or "the City"), with respect to the lawsuit identified above. More than 30 of the 135 defendants in this case have contacted us regarding representation and we anticipate that we may be asked to represent others as well. Subject to the decision-making of the Client Relations Committee referenced below, we will agree to represent you and any other defendant in this case on the terms provided herein.

Colantuono & Levin, P.C. ("the firm") and all of its professionals are very pleased to have the opportunity to assist the City in this way. This letter sets forth the basis upon which we will provide you legal services and bill you for services and costs. If it is acceptable, please have it executed on behalf of the City and return it to me by fax and mail. Instructions for completing this agreement appear on page 7 of this letter. If you have questions or concerns about this form of agreement, please call me at the direct-dial number listed above.

Conflicts of Interest. The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a professional conflict of interest would arise. We propose to index the following names with respect to this matter:

Client-affiliated parties: The agencies listed in the attached spreadsheet

Client-aligned parties: All other agencies named as defendants in the suit

Adverse parties:

Donald Sipple
John Simon
Karl Simonsen
Christopher Jacobs
New Cingular Wireless PCS LLC, a Delaware limited liability company.

Please let me know if any of these names are incorrect or misspelled, or if there are other parties with an interest in this issue that we should list. Unless we hear from you to the contrary, we will assume that the above listing is accurate and complete.

Given the nature of this representation, which involves defending a large number of cities in a dispute involving all cities and counties in California that impose utility users taxes, careful thought must be given to conflicts of interest. First, we have multiple clients for purposes of this engagement. It is possible, perhaps likely, that differences of opinion and different interests may exist or develop among them. This could occur if a settlement proposal were made, for example, that offered different terms to taxing agencies based on the language of their tax and claiming ordinances. As different agencies have different ordinances representing several generations of model ordinances and competing approaches to modernizing older ordinances, such a settlement proposal would affect agencies differently. Different clients could also have different views on strategy, settlement, whether to answer, demur or cross-complain, whether to appeal, and other issues.

In addition, our firm serves as City Attorney for the Cities of Auburn, Barstow, Calabasas, La Habra Heights, Los Alamitos and Sierra Madre and we have current, general- and special-counsel relationships with other local governments throughout California. We are representing the San Diego County Water Authority in *San Diego County Water Authority v. Metropolitan Water District of Southern California, et al.*, San Francisco Superior Court Case No. CPI-10-510830. This is a challenge to Metropolitan's rates which affects agencies which provide water service throughout the six-county southern California region that Metropolitan serves. We also represent 47 Los Angeles County cities in a case pending in the California Supreme Court entitled *Alhambra v. County of Los Angeles, et al.*, Case No. S185457, which challenges the manner in which Los Angeles County calculates and withholds property tax administrative fees from those cities. However, none of our clients in those other matters, or the public agencies which have interests adverse to our clients, has an interest in this case that is not comparable to the interest of the agencies retaining us to defend the suit. All cities and counties in California that tax telephony have a common interest in defeating or minimizing the refund claims at issue in this case. Nevertheless, an attorney cannot represent clients in unrelated matters if those two clients have a legal conflict or other adversity between them, even if that

conflict is unrelated to the work the attorney is handling without their informed, written consent. Nor can we undertake this representation if it would impair our ability to continue to represent our existing clients.

Accordingly, your retention of our firm to represent you along with other defendant cities and counties in this case represents your agreement to waive any conflict of interest that does or may hereafter exist among the defendant agencies, accepting that any limitation on our ability to represent individual cities' and counties' interests made necessary by our service to the group as directed by the Client Relations Committee referenced below is acceptable to you in light of the efficiency, cost savings and other benefits to you of joint representation. You agree not to share with us any confidential information of the City which you do not wish us to share with the Client Relations Committee and the other agencies which retain us in this case and to look to your own City Attorney or other independent counsel for any advice you may desire as to issues in which your interests do not align with those of other agencies we are to represent.

Further, you agree that we may represent you in this case and represent our existing general and special counsel clients, and new clients, on matters unrelated to this case even if you have a legal conflict or other adversity with that other client, such as a different position on a claim against an insurance risk pool, a boundary dispute, a commercial dispute, any other inter-agency dispute, or other disagreement. You agree not to share with us any confidential information unrelated to this case which might impair our ability to represent our existing general and special counsel clients and other clients in unrelated matters notwithstanding any legal conflict or other adversity between you and those other clients.

You should consider these conflict waivers carefully and consult with your own City Attorney or other independent counsel before signing this letter agreement.

Agreement Among Agencies. By signing this agreement and retaining our firm to defend you in this case, you agree that our firm may take direction regarding the case, including action on a settlement proposal (although no agency can be bound to a settlement or to filing a cross-complaint without its independent consent), from a Client Relations Committee made up of five or fewer members selected by the participating agencies, with each agency having one vote in the election of Client Relations Committee Members and each member of the Client Relations Committee having one vote on that committee, with a majority of the committee required to establish a quorum and to take action. The initial Client Relations Committee is comprised of Berkeley City Attorney Zach Cowan, Burbank Chief Assistant City Attorney Juli Scott, and Torrance Finance Director Eric Tsao, who will serve until a meeting of all participating cities' representatives confirms their appointments or select others to serve in their place. In the event of a vacancy on the Committee, the remaining Committee members may appoint a successor to serve until a meeting of all participating cities representatives confirms or replaces that appointee. There has been discussion of a Steering Committee to represent all defendants in the

case, whether or not represented by Colantuono & Levin, in certain factual investigations and review in connection with a potential settlement of the case. That Steering Committee is distinct from the Client Relations Committee created by this agreement and if created will have only the role reflected in the joint defense and confidentiality agreement creating it and as the defendants may subsequently agree.

You agree that our fees and charges for services in this case will be divided among our clients in proportion to the amounts they have at stake. Unless and until the Client Relations Committee approves a better estimate of the amount at stake for each City or County, their relative stakes shall be determined according to the dollar amount of the refunds sought by the plaintiffs in this case in written claims under local claiming ordinances and/or the Government Claims Act. Our current understanding of the amounts in issue for the clients who have contacted us to date is reflected in the attached spreadsheet. Please confirm that the figure shown there for your City is correct. Your share of fees and costs is presently estimated at ____% but the percentage will change if any listed agency determines not to participate and, as may be likely, if other defendants join our group. When the list of agencies who retain us is complete and the amount of the refund claimed from each is confirmed, we will submit a further version of the attached spreadsheet to the Client Relations Committee for approval and, once approved, that spreadsheet will control unless and until the Committee approves revisions to it. The decisions of the Client Relations Committee will be governed by the amount in issue against each defendant as measured by a written claim or by other evidence which reasonably supports the Committee's determination.

Unless the Client Relations Committee otherwise directs, you will be responsible for your percentage share of the cost of all of our services and all of the costs incurred in defending the case up to the date of your termination of our representation. However, if particular issues arise in the case that affect only some agencies – such as decisions to cross-complain – the Client Relations Committee may direct us to bill work on those issues separately. In that case, those charges will be borne by the benefited agencies in proportion to the amounts they have at stake, as determined by the Client Relations Committee in the manner described above. An initial estimate of the potential range of our total fees is reflected in the enclosed spreadsheet.

Further, the City of Torrance (or any agency later appointed in Torrance's place by the Client Relations Committee, in which case references in this letter to Torrance shall refer to that successor agency) will serve as Treasurer of the Client Relations Committee, will receive funds from the participating agencies and disburse those funds to us and to any vendors retained in defense of the case after the Client Relations Committee authorizes it to do so. You should forward a check payable to the City of Torrance, with a memorandum that the funds are for the defense of "Sipple et al. v. City of Alameda et al.," in the amount of \$_____ at the same time that you provide a signed copy of this letter to me. The Client Relations Committee will request

additional deposits be paid to Torrance if our initial budget estimates prove unattainable and we obtain Client Relations Committee approval of an increased budget. This initial deposit reflects the attached fee-sharing spreadsheet. Further deposits and any refunds to participating agencies will reflect the final fee-sharing spreadsheet approved by the Client Relations Committee and credit (or debit) any agency which has contributed more (or less) than its then-current share when the additional deposit or refund is made. The Client Relations Committee will direct return of your proportionate share of any unexpended funds when the case is resolved.

These five paragraphs labeled "Agreement Among Agencies" represent a contract among the defendant agencies which retain us to defend them in this matter. We cannot be involved in negotiating or interpreting that contract or resolving any disputes regarding it, as doing so would necessarily involve us in a matter as to which our clients have conflicting interests. Accordingly, you agree that you will seek independent legal advice whether to enter into this Agreement and that any dispute among our client cities in this case that cannot be resolved by the Client Relations Committee or in mediation will be resolved by binding arbitration in Los Angeles to be conducted by JAMS according to its commercial arbitration rules and that our firm and its professionals will represent no party in such a dispute.

Other Terms of Representation. The estimate of total fees in this case reflected in the attached spreadsheet is an estimate of the fees we expect to charge through a trial court judgment; it is not a guarantee. It does not cover the cost of an appeal, which may be likely. It assumes that the plaintiffs will not engage in tactics (such as pursuing numerous pre-trial motions against all defendants) designed to raise the cost to prosecute the case, that unexpectedly intensive discovery will not be required, and that we can resolve this case without jury trial. We believe these are all reasonable assumptions based on what we presently know about the case but, of course, cannot guarantee them. If these assumptions are not realized or we believe the budget bears review for other reasons, we will present a revised budget to the Client Relations Committee for its review and approval. We will, of course, make every effort to represent you as efficiently as possible. Torrance will receive monthly statements stating our fees and costs incurred during the prior month and circulate those invoices as directed by the Client Relations Committee.

Michael Colantuono, Holly Whatley and I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If at any time you have questions, concerns or criticisms, please let Michael, Holly or me know. Naturally, we expect you to keep us reasonably informed of significant developments in matters relating to this representation.

We review all statements before they are issued to ensure that the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the professional performing the services and for 2011 range between \$175 and \$425 per hour for attorneys' time, and between \$110 and \$145 for the time of paralegals and legal assistants. However, we agree to cap our fees on this project at \$350 per hour as a professional courtesy to you. Our rate structure in general and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year, but we will not alter the \$350 per hour cap without agreement of the Client Relations Committee.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long-distance telephone calls, mileage at the IRS rate, filing fees, photocopying, word processing, secretarial overtime, computerized legal research and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our professional fees.

We will send the Client Relations Committee monthly statements, and expect payment within 45 days of the billing date. If payment is not received within 60 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of one percent per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles or Nevada Counties pursuant to the arbitration rules for legal fee disputes of the respective County Bar Associations. Whether or not you choose to utilize the County Bar Association procedures, you agree that all disputes between us regarding services rendered or fees charged not resolved by the County fee arbitration process will be submitted to binding arbitration in the Los Angeles, to be conducted by JAMS in accordance with its commercial arbitration rules.

You have the right to terminate our representation at any time but agree that we may continue to represent any other defendants in this case. We also have the right to terminate our representation of the City, subject to an obligation to give you reasonable notice to arrange alternative representation. In either circumstance, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in this case. Notwithstanding the termination of our representation, you will remain obligated to pay us your proportionate share of all fees and costs incurred prior to termination.

I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently carry professional liability insurance.

Conclusion. Please review the foregoing and, if it meets with your approval, have a copy of this letter executed on behalf of the City and returned to me by fax and mail. If you have any questions, please feel free to call me at the direct-dial number above, Michael at (530) 432-7359 or Holly at (213) 542-5704. We look forward to representing you. Thank you for the opportunity to do so!

Sincerely,

Sandra J. Levin

SJL:sjl
Enclosure: Fee-sharing spreadsheet

Directions for completing agreement:

1. Have this letter agreement executed on behalf of your City where indicated below.
2. Provide a name and contact data on this page below for your City's representative empowered to vote for Client Relations Committee Members.
3. Confirm the amount of the claim filed against your agency by the *Sipple* plaintiffs on the attached spreadsheet and if is not correct, provide the correct amount here: \$_____ and fax a copy of the claim to us along with this letter to the fax number shown in point 4. below. If the amount shown is correct, we will not need a further copy of the claim.
4. Return a signed copy of this letter by mail to Brian R. Guth, Colantuono & Levin, P.C., 300 So. Grand Avenue, Ste. 2700, Los Angeles, CA 90071-3137 and by fax to (213) 542-5710.
5. Send a check for \$_____, made payable to the City of Torrance and bearing a memorandum "Sipple et al. v. City of Alameda et al.," to:

Eric E. Tsao, Finance Director
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

On behalf of the City of _____, I hereby agree to retain Colantuono & Levin, P.C. to provide legal services as described above and to waive conflicts of interest as stated above.

By: _____
Printed Name:
Title:

The City's designated representative for this case and his / her contact information are:

name: _____
title: _____
phone: _____
fax: _____
email: _____

DRAFT



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: August 16, 2011
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nelia Dyer, Community Development Director *WD*
Dawn Van Dyke, Management Analyst *DV*
SUBJECT: Update on Local Government Commission (LGC) grant to the City of Winters for Development of an Alley Activation plan for the alley between the first block Abbey and Main streets known as "Newt's Expressway."

RECOMMENDATION: That the City Council receive an update on the Local Government Commission (LGC) grant to the City of Winters for development of an Alley Activation plan for the alley between the first block of Abbey and Main Streets known as "Newt's Expressway."

BACKGROUND: In December of 2010, city staff submitted an application to the Local Government Commission (LGC) for a \$15,000 grant for technical assistance in the development of a visioning plan for the activation of the alley known as "Newt's Expressway." The application was approved in late spring, 2011. As the funding was awarded for technical assistance, the City and LGC were successful in contracting with Terry Bottomley, Bottomley Associates, to conduct one stakeholder meeting, one community workshop and develop the Alley Activation plan. The plan is to expand on the plans for the alley that are already included in the City's Downtown Master Plan, possibly to create an addendum to the DTMP.

The first step is to hold a stakeholder's meeting with those who own property and/or businesses adjacent to the alley. Input will be sought on how to create a pedestrian and bicycle friendly public space in the alley, while keeping in mind the needs of the businesses. The next step will be to hold a public meeting, tentatively scheduled for October, to solicit public input that may be incorporated into the plan.

FISCAL IMPACT: None by this action. The City has been awarded \$15,000 to fund technical assistance for the project.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: August 16, 2011
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Nelia C. Dyer, Community Development Director *NCD*
SUBJECT: Public Hearing on the Adoption of a Resolution for the Grant Avenue Design Guidelines

RECOMMENDATION: Staff recommends that the City Council take the following actions: 1) Receive the staff report; 2) Conduct the Public Hearing to solicit public comment; and 3) Adopt the Resolution to adopt the City of Winters Grant Avenue Design Guidelines.

BACKGROUND: In the winter of 2011, City Manager John Donlevy requested that the City Council appoint a committee of eight members to develop an economic development strategy for Winters and prepare a set of design guidelines for properties in the vicinity of the Grant Avenue and the I-505 interchange. The committee was named the Economic Development Advisory Committee (EDAC), and the following community members were appointed to the committee:

- | | |
|--------------|-------------------|
| - Lisa Baker | - Debra DeAngelo |
| - Bill Biasi | - Bill Hailey |
| - Joe Castro | - Sandy Vickrey |
| - Wade Cowan | - Chris Turkovich |

The design guidelines and economic development strategy were developed through input from the EDAC and the community. During the spring of 2011, the EDAC and City staff held a total of 13 meetings to discuss economic development ideas for Winters as well as design concepts for Grant Avenue, all of which were advertised in the Winters Express and open to the public. Of the 13 meetings, two public workshops were held at the Winters Community Center to specifically solicit public input on the guidelines and economic development strategy. The first community workshop was held on March 7, 2011, and the second workshop was held on June 16, 2011. The EDAC concluded their work on June 27, 2011.

OVERVIEW OF THE GUIDELINES: *Grant Avenue Corridor Design Guidelines for the City of Winters* is

Attachment A of this report. The report is organized into six main sections:

- Site Planning
- Architecture/Building Design
- Connectivity
- Signs
- Lighting
- Landscaping

The main sections list the required design priorities, include photos exemplifying specific guidelines, and are further divided into subareas of the main section. For example, "Site Planning" is further divided into the following sections:

- Community Spaces and Special Features
- Outdoor Service and Storage Areas
- Building Siting and Orientation
- Drainage and Water Quality
- Compatibility and Coordination with Surrounding Properties

The study area of the design guidelines is shown on Page 5 of the guidelines. The study area includes properties contiguous with Grant Avenue from I-505 to East Street. The area does not overlap the Form Based Code Area for Downtown Winters.

The goals of the design guide are included on page 6 of the guidelines and are listed as follows:

- Provide clear guidance to property owners and design professionals in planning and designing new buildings and remodeling existing structures.
- Provide a greater degree of project review and approval predictability.
- Ensure that new development reinforces and supports the special qualities of the community of Winters.
- Maintain a building scale that is consistent with the community's historical image and character.
- Provide information to facilitate the adaptation of corporate and franchise designs to comply with Winters design expectations.
- Reinforce the special qualities of the community's visual character.
- Protect property owner investments by discouraging inappropriate adjacent development.
- Streamline the development review process by more clearly communicating community expectations to property owners and developers.

The Appendices include information referenced in the guidelines as well as a project review checklist intended to assist developers, staff, policy boards, and the public in determining project consistency with the Grant Avenue Design Guidelines.

On July 25, 2011, staff presented the Grant Avenue Design Guidelines to the Planning Commission. During the public hearing, EDAC member Bill Hailey recommended that a step be added to the Approval Process (Appendix A) that requires the proposed project go to the Planning Commission as an informational item with public hearing while the project is under evaluation with City staff and other state and Federal agencies (between Steps 3 and 4). After some discussion regarding this request, the Planning Commission recommended that this step be added, as long as the decision to schedule

the project as an informational item and public hearing was at the discretion of the Community Development Director. With this amendment, the Planning Commission unanimously (6-0-1) recommended to the City Council the adoption of the resolution to adopt the Grant Avenue Design Guidelines.

PROJECT NOTIFICATION: Public notice for the public hearing on this project was prepared by the Community Development Director in accordance with notification procedures set forth in the City of Winters' Municipal Code and State Planning Law. A legal notice was published in the Winters Express on Thursday, August 4, 2011. Copies of the staff report and all attachments for the proposed project have been on file, available for public review at City Hall since Thursday, August 11, 2011.

ENVIRONMENTAL ASSESSMENT: The proposed guidelines are exempt from the California Environmental Quality Act (CEQA) under Section 15060(c)(3) and 15378 of the CEQA Guidelines.

RECOMMENDATION: Staff recommends that the Winters City Council approve the proposed Resolution by making the affirmative motion as follows:

I MOVE THAT THE CITY COUNCIL OF THE CITY OF WINTERS ADOPT A RESOLUTION ADOPTING THE CITY OF WINTERS GRANT AVENUE DESIGN GUIDELINES.

ALTERNATIVES: The City Council may modify or not adopt the Resolution.

FISCAL IMPACT: None by this action.

ATTACHMENTS:

- A. *City of Winters Grant Avenue Design Guidelines*
- B. *A Resolution of the Winters City Council to Adopt the City of Winters Grant Avenue Design Guidelines*

RESOLUTION NO. 2011-XX

A RESOLUTION OF THE WINTERS CITY COUNCIL TO ADOPT THE CITY OF WINTERS GRANT AVENUE DESIGN GUIDELINES

WHEREAS, in the winter of 2011, the City Manager requested that the City Council appoint a committee of eight members to prepare a set of design guidelines for properties in the vicinity of the Grant Avenue and the I-505 interchange.

WHEREAS, the committee was named the Economic Development Advisory Committee (EDAC), and the eight community members were appointed to the committee;

WHEREAS, the study area for the Grant Avenue Design Guidelines (Design Guidelines) includes properties contiguous with Grant Avenue from I-505 to East Street;

WHEREAS, during the spring of 2011, the EDAC and City staff held a total of 13 meetings to discuss design concepts for study area, all of which were advertised in the *Winters Express* and open to the public;

WHEREAS, of the 13 meetings, two community workshops were held at the Winters Community Center to specifically solicit public input on the Design Guidelines; the workshops were held on March 7, 2011 and June 16, 2011;

WHEREAS, the overall goal of the process was to engage the community in a discussion about potential design of buildings and land along Grant Avenue and develop a set of design guidelines for these properties;

WHEREAS, the approved Design Guidelines shall provide clear guidance to property owners and design professionals in planning and designing new buildings and remodeling existing structures in the study area;

WHEREAS, the City of Winters Community Development Department has evaluated the Design Guidelines and has prepared a CEQA Notice of Exemption per Sections 15060(c)(3) and 15378 of the CEQA Guidelines;

WHEREAS, the Planning Commission conducted a duly Noticed Public Hearing on the Design Guidelines on July 26, 2011, at which time, all those desiring to be heard were heard;

WHEREAS, following the receipt of all oral and written testimony, the Planning Commission closed the public hearing and recommended to the Winters City Council the adoption of Resolution No. 2011-XX, adopting the Design Guidelines;

WHEREAS, the City Council conducted a duly Noticed Public Hearing on the Design Guidelines on August 16, 2011, at which time all those desiring to be heard were heard;

WHEREAS, following the receipt of all oral and written testimony, the City Council closed the public hearing on the Design Guidelines on August 16, 2011;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters, California, as follows:

1. That the City Council finds the above recitations are true and correct.
2. The City Council incorporates by reference all exhibits and attachments cited in this Resolution.
3. Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City Council finds the Design Guidelines to be exempt from the provisions of CEQA under Sections 15060(c)(3) and 15378 and approves the filing of the CEQA Exemption with the Yolo County Recorder's Office.

PASSED AND ADOPTED by the City Council of the City of Winters, California, this 16th day of August 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk



DRAFT

City of Winters

Grant Avenue Design Guidelines

Adopted Month Day, 2011



ACKNOWLEDGEMENTS

City Council

Woody Fridae--Mayor
Cecilia Aguiar-Curry --Mayor Pro Tem
Harold Anderson
Michael Martin
Tom Stone

Planning Commission

Pierre Neu --Chair
Glen DeVries --Vice Chair
Wade Cowan
Bruce Guelden
Corinne Martinez
Philip Meisch
Joe Tramontana

Economic Development Advisory Committee

Wade Cowan --Chair
Lisa Baker
Bill Biasi
Joe Castro
Debra DeAngelo
Bill Hailey
Chris Turkovich
Sandy Vickrey

City Staff

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Dawn Van Dyke --Management Analyst
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Introduction

Adopted on MONTH DAY, 2011, this Design Guide is the result of our efforts to assist you in developing and improving your property. We hope it helps you plan your exterior work within the Grant Avenue Business and Commercial District.

This Guide is dedicated to meeting our community expectations and assisting those involved with the development process of the Grant Avenue Business and Commercial District. The District is illustrated on the map on the following page and encompasses the Grant Avenue “gateway” into Winters.

The community expectations include the following:

- Maintenance of the existing small town feel
- Highest quality architectural, landscape and site development design
- High quality materials and craftsmanship
- Variety and diversity of architectural character that support the current interesting mixture of styles
- Small scale buildings with a strong architectural orientation
- The sensitive interface of commercial development with adjacent residential neighborhoods
- Strong encouragement of a unique Winters scale and character
- “Smart”, environmentally sensitive development which takes into consideration the proper use of materials, designs and techniques to advance sustainable development principles.
- Chain or franchise projects tailored to the unique qualities of Winters
- Maintenance of a sense of place with view of surrounding hills preserved
- Avoidance of architecturally trendy buildings in favor of more timeless qualities
- Thoughtful architectural design – not boxes with cosmetic attachments
- Unity of design treatment with all sides of the structure related to the design of the primary facades.
- Energy design in consideration of the CPUC’s goal of all commercial building achieving zero net energy use by 2030, and AB 32’s 2020 carbon emissions reduction goals.

All contributors to our community own part of our heritage – its past charm, present vitality, and future direction. With the guidelines contained in this document, our goal is to establish a balance that preserves and enhances the city's livability while supporting the economic vitality that make Winters a complete community.

In addition, the guidelines are intended to accomplish the following:

- Provide clear guidance to property owners and design professionals in planning and designing new buildings and remodeling existing structures.
- Provide a greater degree of project review and approval predictability.
- Ensure that new development reinforces and supports the special qualities of the community of Winters.
- Maintain a building scale that is consistent with the community's historical image and character.
- Provide information to facilitate the adaptation of corporate and franchise designs to comply with Winters design expectations.
- Reinforce the special qualities of the community's visual character.
- Protect property owner investments by discouraging inappropriate adjacent development.
- Streamline the development review process by more clearly communicating community expectations to property owners and developers.

Please note that the mandatory development standards contain the words "shall," "must," or "will." Standards that contain the word "should" mean that an action is required unless a determination is made that the intent of the standard is satisfied by other means.



Site Planning

The City of Winters desires development in the corridor that is planned with strong consideration and thought given to building placement in relation to surrounding developments and the overall environment, allowing for safe ingress and egress, and including design that promotes an appearance that is unique to Winters. Developments should include, where appropriate, outdoor and public spaces. In addition, developments shall include screening enclosures for elements such as utilities, fire protection backflow preventers, service areas, trash enclosures and rooftop equipment. Overall, project sites shall be carefully planned to create and maintain a safe environment for pedestrians and bicyclists. Where stormwater drainage is a concern, developments shall include Low Impact Design features such as bioretention facilities, drainage swales and permeable pavements.

As a priority, developments shall, where feasible, include:

- Where appropriate, public, open or gathering spaces
- Limited conflicts between pedestrians, bicyclists, vehicles and utility/delivery vehicles
- Screening to cover trash enclosures, service areas, secure bike storage, and roof-top equipment
- Buildings sited in a manner that considers the surrounding environment
- On-site planning that encourages connectivity to off-site bicycle and pedestrian pathways
- Low Impact Design features, including bioretention facilities and permeable pavements
- Developments will be proactive and include transit in planning consideration

Community Spaces and Special Features

- All developed areas shall emphasize pedestrian orientation by creating attractive pedestrian spaces which utilize such features as plazas, ornamental gates, trellises, lighting, plant materials, seating, fountains and passageways through buildings via exterior and interior walkways.
- Pedestrian amenities, such as plazas, courtyards and other open spaces should be provided for spaces between buildings.
- Publicly-accessible plazas and open spaces are encouraged, where appropriate
- Plazas and open spaces shall be landscaped and incorporate high quality paving materials, such as bricks, stone, textured concrete block or tile.
- Outdoor pedestrian spaces shall include appropriate outdoor furniture, such as seating, walls, trash receptacles, bike racks and other elements.

- Paving, planting and other landscape materials should be coordinated with the design of the building, lighting and site.
- Owners of adjoining properties are encouraged to develop shared facilities, where possible.
- Certain projects may be required to install bike lockers per the CalGreen Building Code.



Example of public open space shared by multiple businesses

Community Spaces and Special (Continued)

- When adjacent to street, outdoor areas shall be buffered with architectural features such as fountains and planting.
- Where practical, outdoor areas should be visible from public streets or trail networks and accessible from the building as well as the street or potential network.
- Outdoor furniture shall be coordinated with the theme of the building.
- Plant materials shall be of a drought-tolerant species as deemed by the CalGreen Code and provide variety, while being consistent with the architectural design of the building.
- All screening shall be designed as an integral part of the overall building design.
- Wall expanses should be protected from graffiti by adjacent plantings of shrubs or vines.



Example of an outdoor area buffered from the street by plantings

Outdoor Service and Storage Areas

- Lighting of outdoor service, loading and storage areas shall be the minimum necessary for security purposes and shall be designed and directed so as to meet night sky requirements in the Winters General Plan or lighting impacts at the street or on surrounding properties.
- Screening of these areas should be integrated into the overall building and landscape design. Screening may integrate lattice work, dense flowering vines, and additional architectural elements.

Outdoor Service and Storage Areas (Continued)

- Trash enclosures shall be of sufficient size to house the number and size of trash bins and containers needed to accommodate the waste generated by the building user(s), as required by the City's Solid Waste Ordinance and Planning and Zoning Code requirements. Trash bins shall be located within a trash enclosure at all times.
- All roof-mounted mechanical, electrical and external communication equipment, shall be screened from public view and architecturally integrated into the building design. Plans submitted for design review shall indicate how rooftop equipment will be screened.
- Service areas, garbage receptacles, utility meters and mechanical and electrical equipment shall to the maximum extent possible, be screened from public view and located for convenient access by service vehicles and public safety vehicles.



Example (above) of mechanical equipment not screened from public view



Example (above) of mechanical equipment appropriately screened from public view, with colors and materials matching adjacent buildings.

Building Siting and Orientation

- Buildings shall be sited to reinforce the public street network by incorporating active façades, with windows, doors and other architectural elements giving interest to the building from the corridor.
- Loading and service entrances shall not intrude upon the public view, nor interfere with pedestrian and vehicular flows within the project.
- In the Grant Avenue corridor, which is considered the city's gateway, care must be taken to create attractive public spaces and visual elements that represent Winters' heritage and character. Building masses shall be parallel to Grant Avenue and have a predominant east/west orientation.
- The street corners of corner sites are encouraged to be developed with buildings, public plazas or landscaped areas.
- Near corners, buildings should either be sited on the property lines or set back to provide a public open space, which provides direct access to the building or frames an open space between buildings.



Example of development where primary surface parking is located in front of building, an approach to avoid along Grant Avenue.

- Attractively landscaped areas may also be permitted where siting of a building's public open space at a corner is not feasible.
- Primary surface parking shall not be provided at the corners of corner sites or on the frontage, limited parking should be in the front or sides, with primary surface parking provided behind the building.

Building Siting and Orientation (Continued)

- Buildings located on corners shall include special design features and architectural features, which help to anchor the intersection.
- Significant site features, such as trees, agricultural vistas and views of surrounding mountains, shall be considered as design determinants in planning new developments.
- Where possible, outdoor parking areas should be divided into smaller units to decrease visual impacts associated with large expanses of pavement and vehicles, and to facilitate safe and efficient pedestrian movement between parking and buildings.
- Surface parking areas facing a public street shall be buffered through the use of berms or landscaping.



Surface parking area facing public street is not buffered in the photo above while photo below depicts parking area buffered by landscaping and attractive fence.



Drainage and Water Quality

When drainage on a site is a concern, Low Impact Design elements shall be considered including:

- Structure the development of a site so that the pre-development conditions are not altered excessively.
- Conservation and use of on-site natural features to protect water quality is required unless this condition can be met in another way.
- Swales are strongly recommended to reduce water quality impacts associated with site runoff. Drainage swales incorporated into landscape designs shall conform to the appropriate standards and guidelines for swales.



Example of a drainage swale in a parking lot (above)



Example of water efficient landscapes (left and right)



Compatibility/Coordination with Surrounding Properties

- While each development should be considered unique, compatibility with surrounding properties is encouraged to provide a visually pleasing corridor.
- Consider complementary pedestrian, bicycle and vehicle circulation to enable consistency and connectivity to offsite pathways.
- Applicants shall familiarize themselves with the City of Winters' Complete Streets Corridor Design document.
- Consider the natural environment and surrounding vistas when planning for building orientation.
- Development in the corridor should be reflective of the city's overall heritage.
- Consider transit accessibility (bus stops/routes) when developing site plan.



Proposed development should consider the characteristics of the surrounding area.

- Consider the characteristics of the surrounding area, including construction types, building heights, building orientation, driveways, service areas and public spaces.
- Significant site features, such as trees, agricultural vistas and views of surrounding mountains, shall be considered as design determinants in planning new developments.

Architecture and Building Design

The City desires development in the corridor that includes architecture and architectural details that reflect the overall character of Winters. Buildings need not adhere to one particular style or design. However, they should integrate features and/or materials that harmonize with the surroundings and the agricultural heritage that residents prize.

As a priority, include:

- Natural material including, but not limited to: brick, stone, wood, metal, and/or other materials that reflect Winters and its surroundings;
- Use of sustainable materials and practices is encouraged;
- Design to maintain and reinforce the unique scale and character of Winters;
- Dimensional relief to building facades and attention to detail on all sides of buildings;
- Buildings and design features scaled to human proportion.

General Building Design

- Building form and the type of construction materials used are significant factors in creating a development that is attractive and that fits in with the Winters community. While the City does not advocate or prescribe specific architectural styles or forms (e.g. contemporary vs. historical), it is appropriate for industrial or commercial building development to draw from local or regional design influences. As an example, predominant historical roof slopes do not exceed 8 in 12 pitch, nor are they less than 6 in 12 pitch.
- In multi-building complexes, a comprehensive architectural concept should be developed and maintained. Various site components should be unified through the use of similar design, materials, roof slopes and colors.
- Finish wall tops with overhangs, projecting cornices, and column caps that provide a strong visual terminus to the structure. Use applied and integrated design elements (e.g., exposed rafter tails on sloped roofs, cornice moldings, applied medallions, etc.)



Example of building that consists largely of boxes with design elements, an approach to avoid along Grant Avenue

- Avoid design which consists largely of boxes with applied design elements.
- Apply dimensional relief to building façade. Provide a number of facade layers (e.g., front of columns or pilasters, wall plane, window frame, and window glass).
- Maintain continuity of design, materials, color, form and architectural detail for all elevations of a building that are visible from public areas or adjacent residences.

Entries

- Building entries should be oriented toward the predominant public view, usually the street frontage. This allows the public to easily determine where the front entrance is located, and provides for a more attractive street frontage.
- Where possible, provide entries from Grant Avenue sidewalks as well as from the parking lot.
- Entries shall be designed to be consistent with the overall design, including colors and materials.
- Use transoms for natural lighting above ground floor doors and windows.



Example of attractive building entrance

Massing

- The height, width, and depth of a structure create the overall “massing” of a building. Achieving attractive massing for large structures is challenging, and requires creativity in architectural design. Appropriate building massing is achieved when it does not dominate building elevations with large blank walls. Large expanses of blank wall of any material are strongly discouraged. Use “Golden Mean” to determine building proportions and establish a base, middle, and top for building massing.
- Landscaping enhances architecture; however, building design should not rely on landscaping to soften, buffer or otherwise provide relief for massive building form.

Massing (Continued)

- Massing can be reduced through several methods including, but not limited to:

- Recessing floors above the first story;
- Providing vertical or horizontal offsets in the wall surfaces at regular intervals, including columns, projections, and recesses;
- Reducing the overall size of buildings;
- Incorporating other structures on the site with varying sizes;
- Articulating details around doors, windows, balconies, exposed expansion joints, reveals, change in texture, or other methods of visual relief;
- Avoiding long, repetitive, monotonous facades, including those that repeat the same design element several times along the same elevation;
- Reducing overly large and tall roof designs;



Massing is reduced on the building in the photo above through recessing floors above and providing horizontal and vertical offsets.

- Vary facades at least every 50 feet;
- Use arcade and gallery frontage where applicable at public area;
- Ground floor heights shall be 14 to 20 feet.

Building Materials and Colors

- The use of high quality, natural materials including wood, stucco, stone or brick, is encouraged.
- Utilize colors that are appropriate to the use and the surrounding area.
- Muted tones are generally preferred with stronger accent colors limited to smaller areas of trim.
- Thoughtful consideration shall be given to the selection of color hues. Muted tones of blues, yellows, tans, grays, and other hues shall be considered.
- A range of analogous or complementary colors is preferred over painting all wall surfaces with the same paint, color and shade.
- Vinyl and aluminum are not acceptable finish materials.



The building in the photo above was constructed in a Sacramento foothill community. A variety of materials and colors were used that are appropriate for the area.

- The use of “green” or “low maintenance” materials for siding and trim such as fiber cement sidings and PVC/fiber cement/composite trims are encouraged.

Energy Efficient and Sustainable Design

The City of Winters supports sustainable design in the construction of new facilities and the remodeling of existing buildings. Applicants are expected to utilize creativity in adapting sustainable and energy efficient design elements. City staff will work closely with applicants to achieve this goal.

Energy efficient and sustainable design may be demonstrated in the following areas:

- Use of energy efficient HVAC systems
- Use of cool roofs and building orientation
- Use of solar energy
- Smart building orientation
- Reduction of energy demands through simple techniques such as efficient windows and sun control methods
- Use of recycled materials
- Increase insulation and energy efficient lighting
- Use of passive solar design
- Use of operable windows



Example of commercial building with roof-mounted photovoltaic energy system

General Consideration of Surrounding Area

- Views to the surrounding hills should be maintained.
- Building scale shall be set back along the street, in order to retain the views of the corridor, especially the Vaca Mountains. Structures over one story shall be designed to minimize their visual bulk and relate to the human scale of pedestrians on the street.
- Projects shall be designed to meet their functional needs, but will be expected to reflect Winters unique qualities of small scale, pedestrian friendliness, and attention to architectural detail.
- Chain or franchise uses shall adapt their exterior standard designs and materials to the unique qualities of Winters.



Example of buildings (above and below) that reflect the qualities of the locale



Connectivity

The City of Winters desires development that provides for the inter-connectivity of, pedestrian, bicycle and vehicles within the Grant Avenue Corridor, including, but not limited to: pedestrian/bike facilities, connection to designated walkway and bikeway systems, and transitions between developments and roadways that eliminate conflicts between these uses and maximize utilization of these facilities.

In proposing a project, applicants shall consider and demonstrate how the development will connect with:

- Grant Avenue Complete Streets Concept Plan
- Class I and II Bicycle Lanes
- Pedestrian/bicycle facilities within the project and with bordering facilities
- Putah Creek Park Master Plan and Trail System

As a priority, developments should:

- Provide direct connection with bicycle/pedestrian facilities that border the project site
- Minimize bicycle/pedestrian and vehicular conflicts within and external to the project
- Reduce vehicular ingress/egress from the project
- Create effective circulation/flow within the project

Vehicular Circulation

- Provide separate vehicular and pedestrian circulation systems with a strong emphasis on pedestrian linkages between uses.
- Use design elements that are visually interesting and consistent with other streetscape materials used in the overall development and those planned for Grant Avenue/SR 128.
- The City of Winters wishes to minimize conflicts for excessive ingress/egress locations along Grant Avenue. Projects shall consider alternatives to Grant Avenue such as arterials (East Main Street, Timbercrest Road, Morgan Street or Walnut Avenue).



Example of intersection with visually interesting design elements



Example of streetscape concept plan for Grant Avenue/SR 128

- Locate additional site access points as far as possible from street intersections to minimize conflicts. More than one access to a site from a public street may be permitted when the additional access will not be hazardous to the safety and operation of the street or pedestrians and when it facilitates the integration of the commercial development into the community.
- When the opportunity exists, provide common or shared entries.

Passenger Drop Off Areas

- Design drop-off lanes so as not to obstruct traffic flow when motorists are stopped to deliver passengers.
- Provide a clear separation of vehicular traffic between drop-off zones and access to a parking lot.
- Use colors and textures in the parking area that are distinguishable from the travel lane at the drop off area.
- Use signs to indicate “drop-off zone” or “passenger loading only”.



Example of passenger drop-off area with adequate ADA accessible parking spaces

Bicycle Circulation and Parking

- Bicycle paths and routes shall be designed to provide continuous circulation through the site separated from vehicle travel ways, wherever feasible.
- Per CalGreen Code, certain projects shall furnish off-street bicycle parking/kiosks to encourage the use of alternative transportation modes. These facilities shall be designed to accommodate the trip purpose of the different bicycle users.



Bicycle parking furnished on a street corner



Bicycle/Pedestrian connection along a creek

- The maintenance roadways of the proposed combination greenbelt and drainage channel identified in the Moody Slough Subbasin Drainage Report shall be designed to share bicycle and pedestrian connection from Grant Avenue/SR 128 to the multi-use trail within the Putah Creek Nature Park.

Pedestrian Circulation

- Continuous pedestrian walkways shall be provided to connect the public sidewalk to the principal customer entrances at each tenant space. Drive aisles should not be used as pedestrian walkways.
- Sidewalks and pedestrian ways shall be scaled to the use and expectations of pedestrian volumes in any given location with the minimum width of the sidewalk and pedestrian ways no less than 5 feet, and no less than 8 feet where multi-use is proposed.
- Walkways should be shaded and landscaped.
- Paths with durable, all-weather surfaces shall be located across medians and other landscaped areas, as necessary to provide convenient pedestrian routes and reduce wear on landscaped areas. The use of hard surface decomposed granite and/or permeable concrete is strongly encouraged.



Example of a bicycle /pedestrian facility

Pedestrian Circulation (Continued)

- Pedestrian connections should be provided between buildings and adjoining commercial sites.
- Sidewalks shall connect areas of pedestrian activity such as street crossings, building and store entrances, bicycle racks and secure storage, and adjoining landscaped areas that include trees, shrubs, lighting, signage, benches, flowerbeds, or other similar amenities.
- Primary circulation paths must meet all accessibility requirements and avoid excessive steps or level changes in order to reduce potential tripping hazards and facilitate circulation for all potential users.
- Where walkways cross on-site driveways, special design features should be used to increase safety for the pedestrian. Potential design features include elevated crosswalks (raised to the level of the sidewalk) and curb extension to narrow the travel lane or low-level lighting, such as a bollard light.



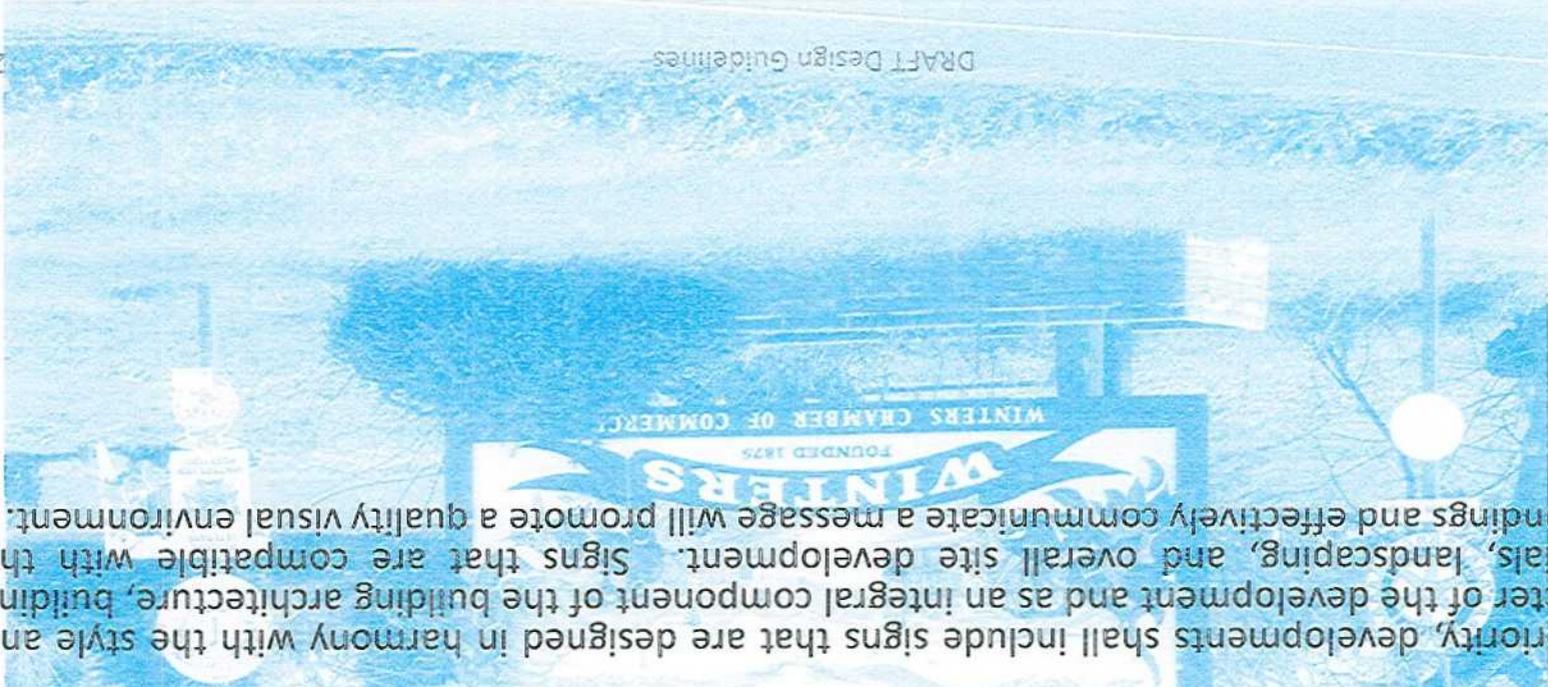
Two examples (above and below) of pedestrian walkways separate from the drive aisles



Signs

Signs in the Grant Avenue Corridor area are regulated by Chapter 17.80 (Signs) of the Winters Municipal Code. The following design standards are intended to guide the design of signs in the Grant Avenue Corridor area and will be used as a basis of consideration for review of sign permits and management of signs in the area.

As a priority, developments shall include signs that are designed in harmony with the style and character of the development and as an integral component of the building architecture, building materials, landscaping, and overall site development. Signs that are compatible with the surroundings and effectively communicate a message will promote a quality visual environment.



General Design Standards

- Sign letters and materials shall be professionally designed and fabricated.
- Exposed conduit and tubing (raceway) are prohibited. All transformers and other equipment shall be concealed.
- All signs shall be maintained in good repair, including the display surface, which shall be kept neatly painted or posted.
- The exposed backs of all signs visible to the public shall be suitably detailed, finished and maintained.
- The use of retractable or fixed awnings as a signage tool is acceptable.
- The light source for externally illuminated signs must be positioned so that light does not shine directly on adjoining properties or cause glare or shine in the eyes of motorists, bicyclists or pedestrians.



Example of wall sign that is proportionate with the building

Placement

- Signs should be generally free of obstructions when viewed from different angles. However, trees, shrubs or other landscaping that grow to a point that they obstruct the view of a sign or make it illegible shall not be grounds for removal of the plant(s).
- Utilize a consistent proportion of signage to building scale, such as one-third text to two-thirds wall area or one-quarter text to three-quarters wall area.

Materials and Colors

- Paper and cloth signs are appropriate for interior temporary use only and are not permitted on the exterior of a building.
- The use of neon is permitted if it fits with the style of the architecture (e.g., art deco) and is not a nuisance (e.g., produces glare) to the surrounding properties.
- Signs shall be constructed using exterior materials, finishes, and colors in harmony with, or an upgrade to, those of the buildings or structures on site.
- The selected materials need to contribute to the legibility of the sign. For example, glossy finishes are often difficult to read because of glare and reflections.
- Contrast is an important influence on the legibility of signs. Light letters on a dark background or dark letters on a light background are most legible.



Example of a pole sign, which is not permitted along Grant Avenue

Prohibited Signs

- Beyond those already permitted by the City of Winters sign ordinance, no individual pole signs or A-frame signs shall be permitted in the Grant Avenue Corridor area.

Sign Illumination

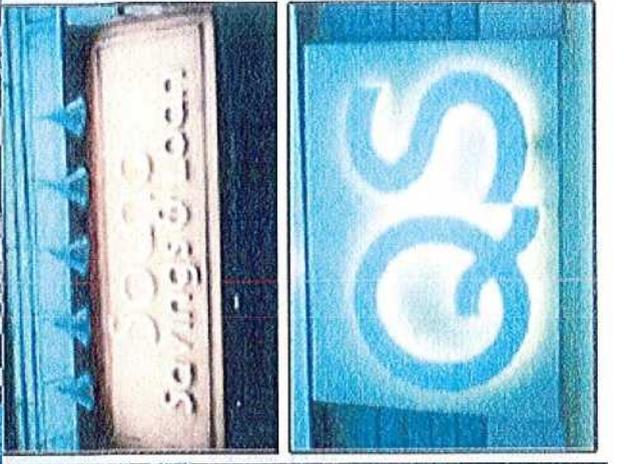
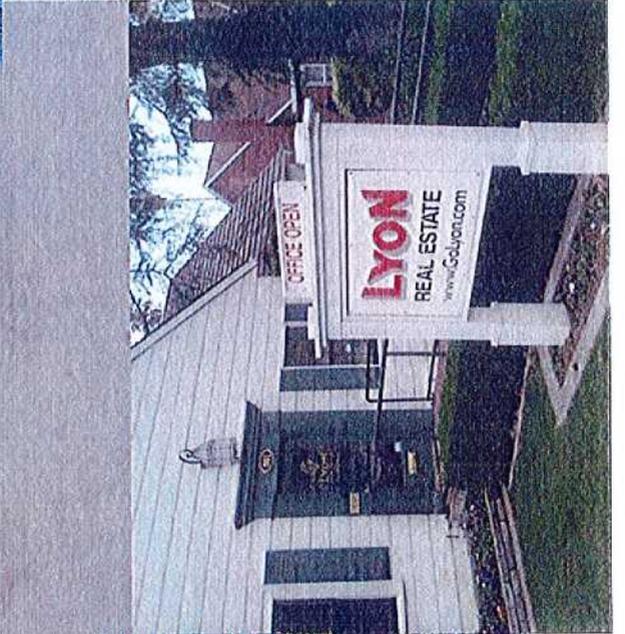
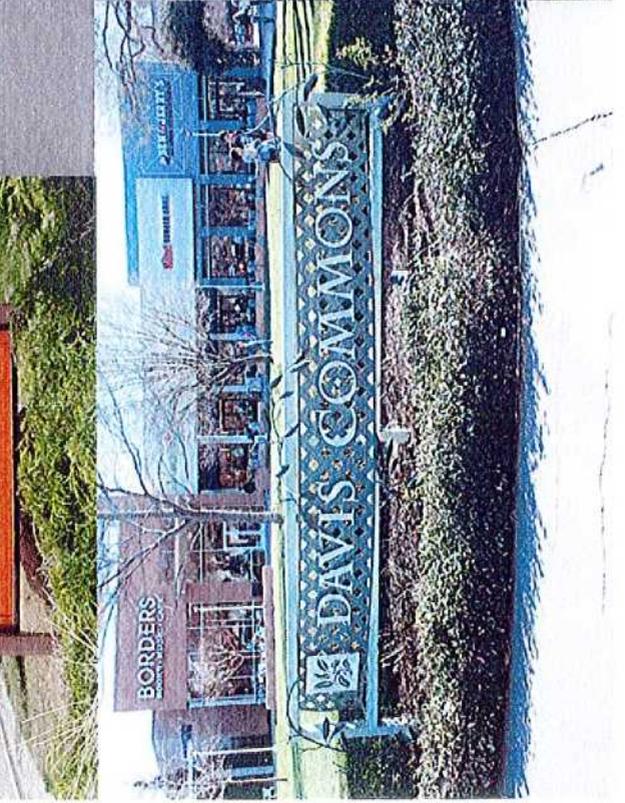
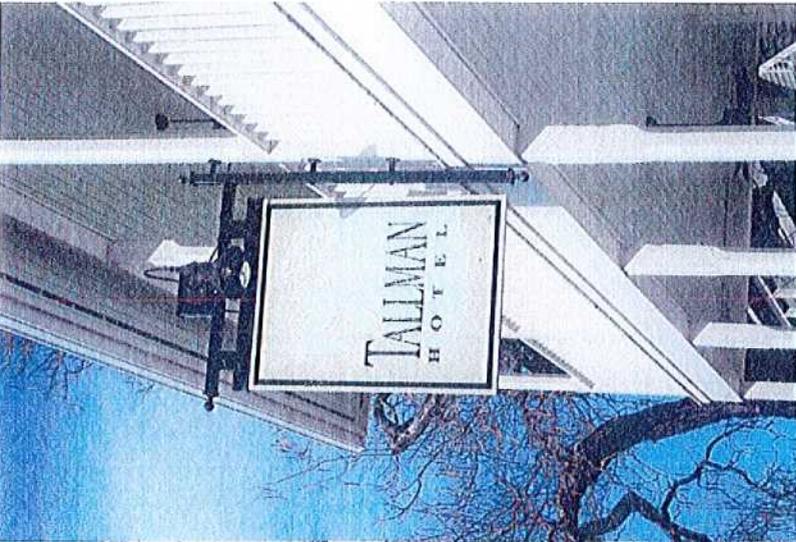
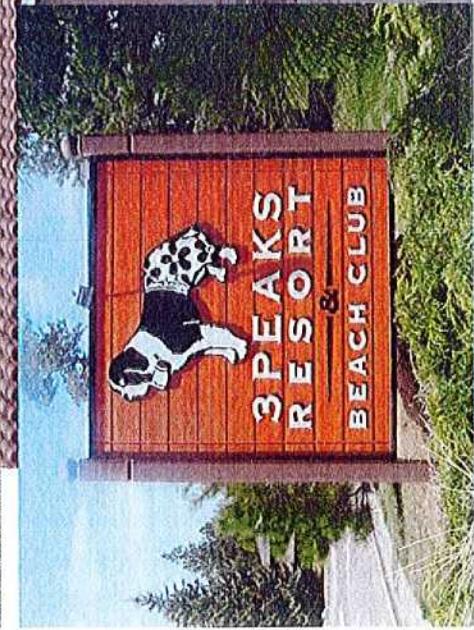
- The light from an illuminated sign shall not be of an intensity or brightness that will create glare or other negative impact on residential properties in direct line of sight to the sign.
- Whenever indirect lighting fixtures are used (fluorescent or incandescent), care shall be taken to properly shield the light source to prevent glare from spilling over into residential areas and any public right-of-way.
- Internally illuminated plastic box “canned” signs are prohibited. Individually illuminated channel letters are acceptable.
- Signs shall not have blinking, flashing, or fluttering lights, or other illumination devices that have a changing light intensity, brightness, or color.
- Light sources shall utilize energy-efficient fixtures to the greatest extent possible and shall comply with Title 24 of the California Code of Regulations (California Building Standards Code).
- Backlit, cut-out signage is encouraged.



Example of a streetscape cluttered with signs, an approach unacceptable along Grant Avenue

Sign Legibility

- Avoid spacing letters and words too close together. Crowding of letters, words or lines will make any sign more difficult to read. Conversely, over-spacing these elements causes the viewer to read each item individually, again obscuring the message. As a general rule, letters should not occupy more than seventy-five (75) percent of the sign panel area.



Landscaping

Landscaping in the Grant Avenue Corridor area is regulated by Chapter 17.76 (Landscaping and Irrigation) of the Winters Municipal Code, the State's Model Water Efficient Landscape Ordinance, and the California Green Building Standards Code. The following design standards are intended to guide the design of landscaping on properties in the Grant Avenue Corridor area and will be used as a basis of consideration for review of landscape plans in the area.

The City of Winters desires development in the corridor that includes landscaping that enhances sites within the Grant Avenue Corridor, minimizes adverse visual and environmental impacts of large structures and paved areas, promote the conservation of water, and to provide microclimate control for energy conservation where possible.

As a priority, developments shall:

- Follow/comply with the State's Model Water Efficient Landscape Ordinance and the California Green Building Standards Code (CalGreen Code);
- Enhance the overall appearance of the project, unify outdoor spaces and preserve view corridors while taking into consideration climatic conditions and the natural environment of Winters.

Design

- Landscape plans shall exhibit an overall design concept.
- Plant materials should be used in a logical, orderly manner, helping to define spaces and complement adjacent architecture.
- Landscape designs should be coordinated between the areas of a development. However, all areas within a project need not be identical.
- Different landscape themes may be utilized in larger developments to distinguish spaces from one another; however, these themes should be consistent with a unifying concept that establishes a cohesive design throughout the project.

Site Furnishings and Features

- Landscape plans should incorporate various site furnishings and features.
- Lighting, seating, paving, fountains and other features shall be considered integral components of the landscape plan and included in the overall landscape concept.



Example of buildings with landscaping and site furnishings



Scale

- The scale and character of the landscape materials to be selected should be appropriate to the site and/or architecture. Large-scale structures or projects require large-scale landscaping treatments.

Trees

- Mature, existing trees should be incorporated into landscape plans, wherever possible and accordance with City's Tree Ordinance. Specimen trees or groupings of existing trees can provide a new development with immediate character. They should be considered as design elements.
- In the absence of existing trees, those used should be no less than 24X24 boxed specimen trees.
- Utilize the City of Winters tree palette.



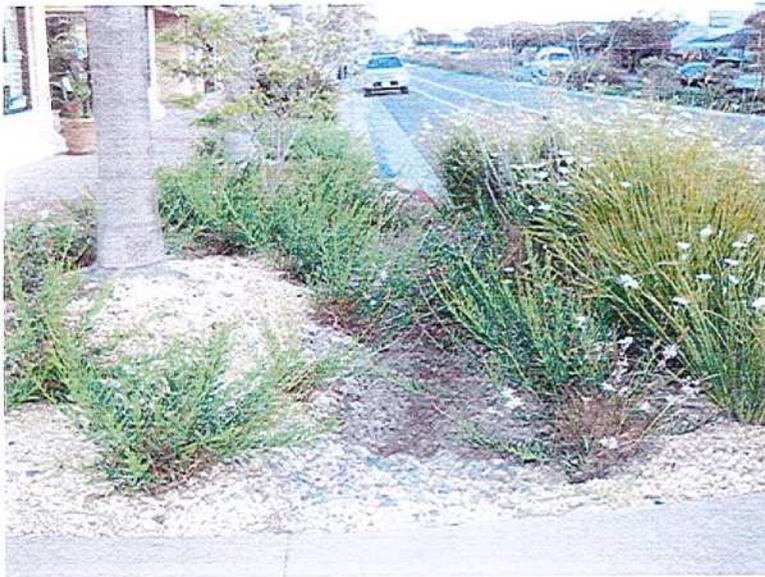
Mature trees were incorporated into the renovation of the building shown above.

Arbor, planters, and trellises

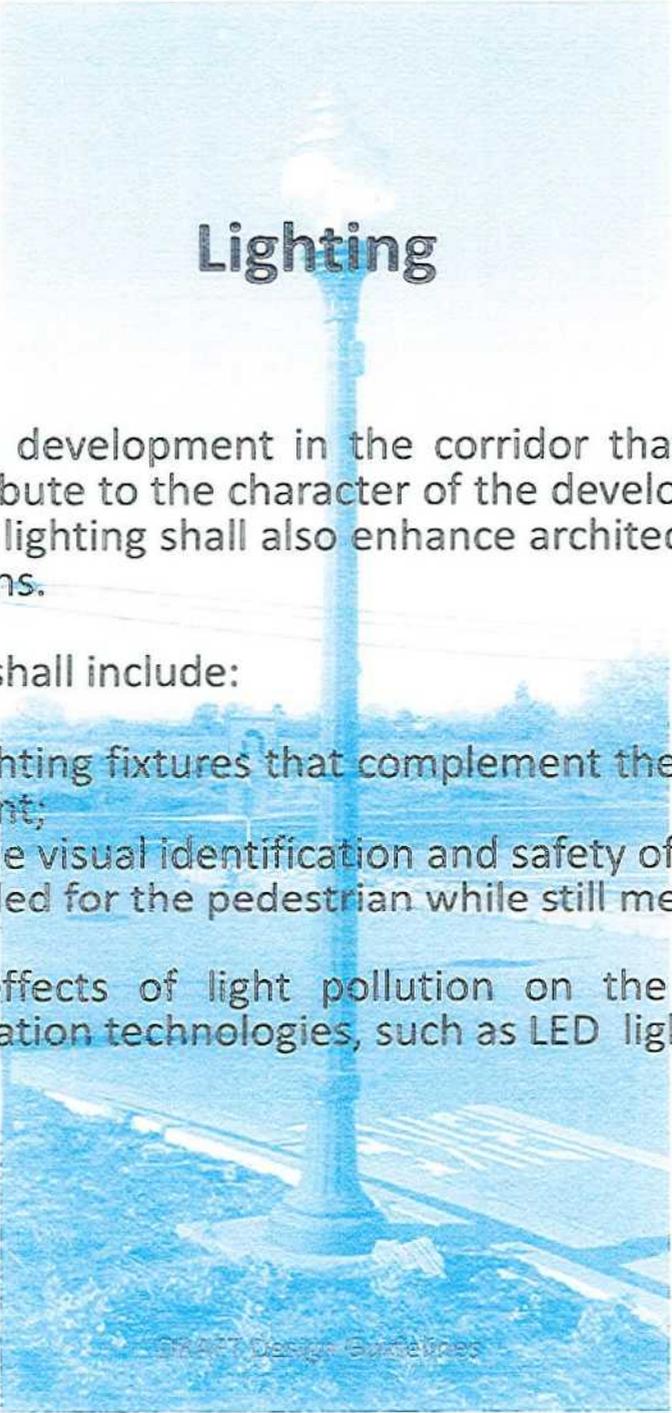
- Landscaping incorporated into a buildings' architectural design (e.g., arbors, planters, trellises, atriums, etc.) is encouraged.

Entrances and walkways

- Site landscaping should be used to define entrances and walkways, to screen parking and loading areas, for micro-climate control, and to enhance views of the site from inside a structure.
- Landscape should be professionally designed and meet CalGreen Code standards. The use of water conserving plantings, such as California natives and drought tolerant trees, shrubs, and turfs, is encouraged.



Examples of water conserving plantings



Lighting

The City of Winters desires development in the corridor that includes lighting and the design of fixtures that contribute to the character of the development while not impacting adjacent development. Site lighting shall also enhance architecture and landscape design, and address dark sky concerns.

As a priority, developments shall include:

- Attractively designed lighting fixtures that complement the architecture of the project and surrounding development;
- Lighting that improves the visual identification and safety of businesses;
- Street lighting that is scaled for the pedestrian while still meeting vehicular needs;
- Consideration to the effects of light pollution on the environment, as well as utilization of energy conservation technologies, such as LED lighting.

Design

- Exterior lighting shall be designed as an integral part of the building and landscape design. Decorative lighting fixtures, such as gooseneck lighting or antique style, are strongly encouraged.
- Site plans and architectural plans shall include the location of fixtures, their design and the nature and level of the illumination they will provide. Lighting shall be designed to include cut-offs to eliminate the negative effects of lighting the night sky.
- Illumination levels shall be provided to address security concerns, especially for parking lots, service areas, pedestrian paths, outdoor gathering spaces, at building entries and any other pedestrian accessible areas.



Example of decorative street lighting directed downward to avoid lighting of the night sky.

Area of Illumination

- Lighting shall be located so as to minimize the impact of lighting upon adjacent buildings and properties, especially residential uses.
- In general, the location of lighting should respond to the anticipated use and not exceed the amount of illumination required by users.
- Illumination over an entire area or use of overly bright lighting is strongly discouraged.
- The placement of light standards, whether for street lights or landscape lights, shall not interfere with pedestrian movement.
- Lighting for pedestrian safety shall illuminate changes in grade, path intersections and other areas along paths which, if left unlit, would cause the user to feel insecure. Recommended minimum levels of illumination along pedestrian paths between destinations is 0.5 foot-candles. At pedestrian destination points such as entryways, plazas and courtyards, lighting levels should typically achieve illumination of 1 foot-candle, per current code.



Examples (above and below) of bollard lighting along a path, which provide for safe pedestrian movement



Parking Area Illumination

- Illumination should be concentrated along the pedestrian paths leading to parking areas and in the specific areas where cars are parked.
- Illumination should achieve a lighting level of 1 foot-candle on the parking lot surface.

Lighting Height

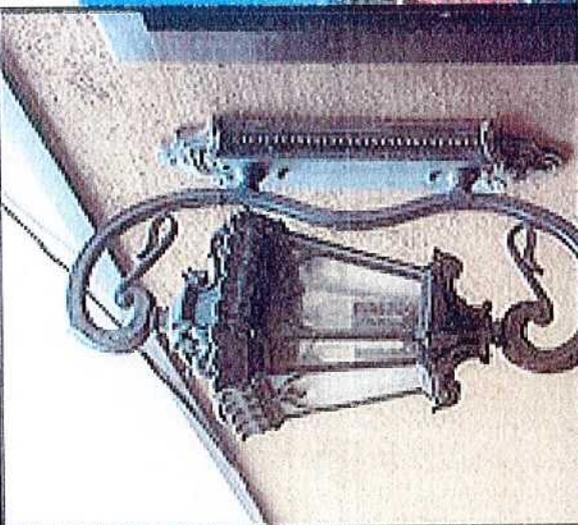
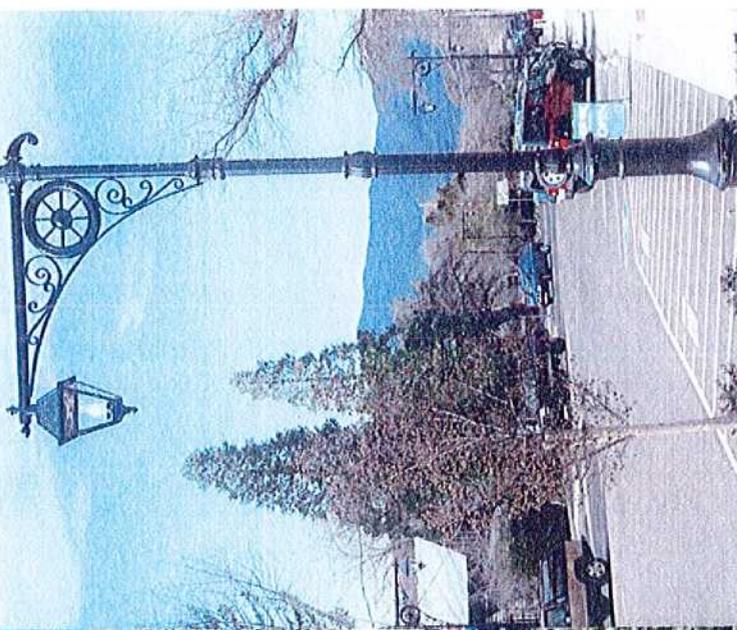
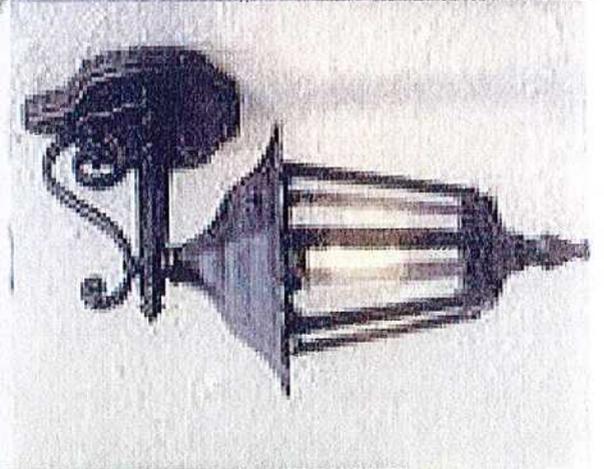
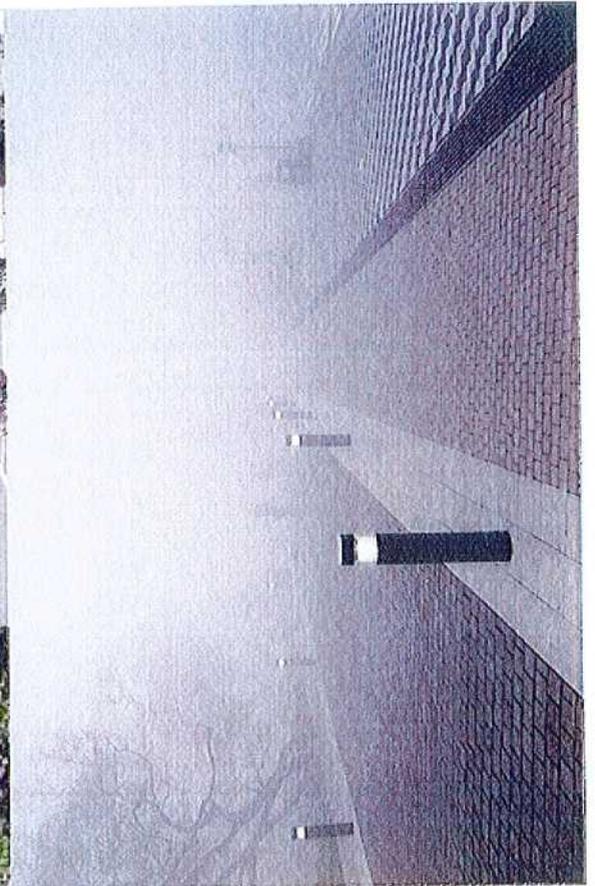
- The height of luminaries shall be to scale with the building and site design and in no case shall they exceed 16 feet in height from grade.
- Lighting sources should be kept as low to the ground as possible while ensuring safe and functional levels of illumination.
- Area lighting shall be directed downward or employ control features so as to avoid light being directed offsite as well as to avoid lighting of the night sky.



Example of a parking lot with illumination that appears to exceed lighting levels, an approach to avoid along Grant Avenue.

Prohibited Lighting

- No outdoor lights shall be permitted that blink, flash or increase lighting intensity.



APPENDIX A

Approval Process

APPROVAL PROCESS

An important objective of the design review procedure is to better coordinate the processing of your development plans prior to obtaining your building permit. This includes streamlining the process to minimize the steps and hurdles in the path to completion of your project. The process outlined here is provided to inform you of how our design review system works from start to finish. We hope it will assist you in understanding what will occur when your project is proposed in the Grant Avenue Business and Commercial District.

In Appendix B, you will find a checklist of general considerations. You will want to review the checklist once you have reviewed the Guide to determine the compatibility of your project with the District's design goals.

Steps of the Approval Process

Step 1: Schedule a meeting with the Community Development Department staff and request information to answer the following questions:

- a. What do I need to apply for development?
- b. Is my project consistent with the General Plan Policies and Zoning Ordinance Standards?
- c. What is the approval process? How much time is involved?
- d. Is my project in the Grant Avenue Business and Commercial District? Are the Design Guidelines applicable to my project? What types of requirements are likely to be imposed?
- e. Do I need encroachment permits for outdoor activities in the public right-of-way?

Step 2: Submit a completed planning application along with the necessary plans, materials, and application fee(s) to the Community Development Department. Staff will determine whether the application for your project is complete.

Step 3: Upon receipt of a complete application, staff will route the project plans and materials to multiple City departments for their review and comment. In some cases, due to environmental regulations, the project may also be routed to State and Federal agencies such as the Army Corps of Engineers, U.S. Fish & Wildlife, and the California Department of Transportation (Caltrans) or others for review and comment.

Step 4: Upon the discretion of the Community Development Director, you may be required to present the site plan of your project to the Planning Commission for conceptual design review. Conceptual design review shall be considered only as an informational item and is intended to provide informal feedback to you. Planning Commission review and comments stemming from conceptual design review would be only advisory in nature.

Step 5: Within 30 days of submitting your application, staff will hold a project evaluation meeting with multiple City departments to discuss the project's site/design issues. You, your engineer, and your architect may attend this meeting as well. After the meeting, city staff will compile written comments from each department (engineering, building, etc.) on the project as well as a draft set of recommended conditions of approval and provide it to you. In some cases, the written comments require modifications to the project plans.

Step 6: If following the meeting the project is modified, you are responsible for responding to each department's comments and making sure that each department's comments are adequately addressed before submitting revised plans.

Step 7: Submit the revised plans to the Community Development Department for redistribution to the applicable Departments for their review and finalization of the project Conditions of Approval.

Step 8: Once all departments have reviewed the revised project plans, staff prepares the final Conditions of Approval. These Conditions of Approval will be included within the staff report that is forwarded to the approving authority for their review and consideration. At this step, staff also prepares the necessary environmental documentation schedules the public hearing for the project.

Step 9: Staff will prepare a Public Hearing notice for the project. The public hearing notice will be sent to property owners within a 300 foot radius of the project and to the Winters Express for publication. At the same time, staff will prepare and finalize your project's staff report. Please note, your staff report may include recommendations related to any outstanding design and/or site issues not fully addressed on the project plans. This staff report is then forwarded to the approving authority for their review and consideration.

Step 10: At the public hearing, testimony is heard on the project and the approving authority will take a final action on the project. When the approving authority approves your application, the discretionary review process is complete and you may apply for a building permit following the ten (10) day appeal period. You must comply with all conditions of approval. Should the approving authority disapprove your application, you may resubmit a modified application or appeal the decision to the Winters City Council within 10 days of the decision.

PLEASE NOTE: Permits for new development that include land use and/or zoning issues such as General Plan amendments and rezones require three public hearings (one Planning Commission meeting and two City Council meetings). In these cases, the City Council is the final approving authority.

Pre-Approval Considerations

APPENDIX B

PRE-APPROVAL CONSIDERATIONS

Now that you have reviewed the guide, apply these questions to your proposed plans before you submit your application. If you can answer yes to all of these questions, your plans have a very good chance for approval. If you have to answer no to any of these questions, you may want to reevaluate your plans in light of the goals and criteria of the Design Guidelines. We encourage your design creativity and look forward to working with you.

1. Do your plans relate favorably to the surrounding area?
2. Do your plans contribute to the improvement of the overall character of the City?
3. Do your plans fit as much as is reasonable with the building's original design?
4. Are the changes or new construction proposed in your plans, visible to the public and architecturally interesting?
5. Does your project proposed a use consistent with the surrounding uses and businesses?
6. Are all materials proposed in your plans appropriate to the neighborhood?
7. Do your plans include landscaping and design to enhance the pedestrian environment?
8. Have your plans been designed in accordance with the guidelines set forth in this booklet?

APPENDIX C

Project Review Checklist

City of Winters – Grant Avenue Business and Commercial District Design Guidelines Project Review Checklist

The City Council on Month X, 2011 adopted the following Checklist which is intended to assist developers, staff, policy boards, and the public in determining project consistency with the Grant Avenue Business and Commercial District Design Guidelines. Please refer to the Guidelines for the full text and illustrations, as the Checklist does not supersede or substitute for the Guidelines. The information in parentheses provides examples of ways to achieve the desired effects, recognizing that it is impossible to reduce the art and practice of design into a checklist of individual elements.

Discussion of Design Elements: Applicants are requested to discuss the following issues in their project application submittal.

1. How does the project design contribute to the improvement of the City's physical image? How does the project exhibit creativity?
2. What architectural style(s)/period is represented by the project design, if any?
3. After completing the checklist below, explain how the project complies with the various factors below.
4. Are any of the criteria below not met? If so, why not?

Yes	No	N/A	Yes – consistent; No- Not consistent or more info needed; N/A – not applicable
			Site Planning
			The proposed buildings are sited in a manner that considers the surrounding environment.
			The development includes limited conflicts between pedestrians, bicyclists, vehicles and utility/delivery vehicles.
			Public, open or gathering spaces are included, where appropriate.
			Low impact design features, such as bioretention facility, rain gardens, and permeable pavements are included in the proposed development
			Consideration for transit facilities is included in the proposed development.
			On-site Planning encourages connectivity to off-site bicycle and pedestrian pathways.
			Architecture
			Design of proposed buildings reflect Winters and its surroundings (<i>compatible materials, colors, quality, coordinated but not the same as properties in Winters, avoid strong or vivid colors unless they fit within local context, concrete block/exposed concrete on visible walls finished in aesthetic manner</i>).
			Buildings and design features are scaled to human proportion.
			Buildings exhibit variety and distinctiveness (<i>but avoid overly obtrusive or overly monotonous designs, or strong contrast with adjacent buildings, creative use of natural or recycled materials</i>).
			Variety of architectural features encouraged tied to comprehensive design theme (<i>arches, raised parapets, cornices, eaves, windows, balconies, entry insets, roof angles and pitches, wall relief features</i>).
			Site and buildings are visually attractive from neighboring properties, traffic and corridors, and public spaces (<i>service areas and devices screened, integrated and compatible with site features; above criteria is applied to areas visible to public view; rear and side views are visually interesting, coordinated, and well-maintained</i>).
			Connectivity
			The proposed development connects with:
			<ul style="list-style-type: none"> - Grant Avenue Complete Streets Concept Plan - Class I and II Bicycle Lanes - Pedestrian/bicycle facilities within the project and with bordering facilities - Putah Creek Park Master Plan and Trail System
			Pedestrian elements are attractive and functional (<i>walkways link parking to building entrances and other walkways; planters, street furniture, outdoor seating, pedestrian oriented signs, low level lighting provided</i>).
			Parking areas include a defined sidewalk or marked pedestrian facilities in landscaped areas or separated from traffic lanes required.
			The project provides connections for walkers and bicyclists to the surrounding community (<i>provides walking/biking facilities on the site, connects to walking/biking facilities in town, provides shortcuts for walkers/bikers</i>).
			Sidewalks provide are convenient and safe access (<i>sidewalks sufficiently wide, without obstruction, curbs, shade, lighting provided, buffers between walkers and traffic provided; safe and direct street crossings for walkers</i>).
			Entrances provide convenient access (<i>entrances adjacent to street, minimal setback, routes are well marked, sidewalks provide uninterrupted access to entrances, safe</i>

Yes	No	N/A	Yes – consistent; No- Not consistent or more info needed; N/A – not applicable
			<i>bike parking is located to entrances).</i>
Landscaping			
			The proposed landscaping complies with the State's Model Water Efficient Landscape Ordinance and the California Green Building Standards Code (CalGreen).
			Scale and nature of landscape materials is appropriate to site and structure (<i>Plants are of type, spacing, and sizing to reach maturity within reasonable time. Hardy, drought tolerant, low maintenance species adapted to Winters climate are emphasized, parking lot trees also withstand heat, pollutants).</i>
Signs			
			Signs are compatible with architectural character of buildings (<i>signage does not dominate site, uses compatible colors and material, lighting is restrained and harmonious</i>)
Lighting			
			Lighting harmonizes with site, building design, architecture, and landscaping (<i>lighting form, function, character, fixture styles, design and placement; lighting does not interfere with pedestrian movement</i>).
			The proposed development includes consideration to the effects of light pollution on the environment, as well as utilization of energy conservation technologies.
Energy Conservation			
			Active and passive solar and other renewable energy design and devices are used (<i>building orientation, landscaping, lighting, heating and cooling, photovoltaic system-ready or installed</i>).
			Devices are unobtrusive and complement design (<i>solar panels flush with roof</i>).
Green Building (Incorporating green building elements)			
			Water efficiency
			Energy
			Materials and Resources
			Indoor environmental quality

Model Efficient Landscape Ordinance

APPENDIX D

Model Water Efficient Landscape Ordinance

California Code of Regulations
Title 23. Waters
Division 2. Department of Water Resources
Chapter 2.7. Model Water Efficient Landscape Ordinance

§ 490. Purpose.

(a) The State Legislature has found:

- (1) that the waters of the state are of limited supply and are subject to ever increasing demands;
- (2) that the continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;
- (3) that it is the policy of the State to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
- (4) that landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development; and
- (5) that landscape design, installation, maintenance and management can and should be water efficient; and
- (6) that Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not and shall not extend to waste or unreasonable method of use.

(b) Consistent with these legislative findings, the purpose of this model ordinance is to:

- (1) promote the values and benefits of landscapes while recognizing the need to invest water and other resources as efficiently as possible;
- (2) establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects;
- (3) establish provisions for water management practices and water waste prevention for existing landscapes;
- (4) use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount;
- (5) promote the benefits of consistent landscape ordinances with neighboring local and regional agencies;
- (6) encourage local agencies and water purveyors to use economic incentives that promote the efficient use of water, such as implementing a tiered-rate structure; and
- (7) encourage local agencies to designate the necessary authority that implements and enforces the provisions of the Model Water Efficient Landscape Ordinance or its local landscape ordinance.

Note: Authority cited: Section 65593, Government Code. Reference: Sections 65591, 65593, 65596, Government Code.

§ 490.1 Applicability

(a) After January 1, 2010, this ordinance shall apply to all of the following landscape projects:

- (1) new construction and rehabilitated landscapes for public agency projects and private development projects with a landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check or design review;
- (2) new construction and rehabilitated landscapes which are developer-installed in single-family and multi-family projects with a landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
- (3) new construction landscapes which are homeowner-provided and/or homeowner-hired in single-family and multi-family residential projects with a total project landscape area equal to or greater than 5,000 square feet requiring a building or landscape permit, plan check or design review;

(4) existing landscapes limited to Sections 493, 493.1 and 493.2; and
(5) cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 492.4, 492.11 and 492.12; and existing cemeteries are limited to Sections 493, 493.1 and 493.2.

(b) This ordinance does not apply to:

- (1) registered local, state or federal historical sites;
- (2) ecological restoration projects that do not require a permanent irrigation system;
- (3) mined-land reclamation projects that do not require a permanent irrigation system; or
- (4) plant collections, as part of botanical gardens and arboretums open to the public.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 491. Definitions.

The terms used in this ordinance have the meaning set forth below:

- (a) “applied water” means the portion of water supplied by the irrigation system to the landscape.
- (b) “automatic irrigation controller” means an automatic timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.
- (c) “backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
- (d) “Certificate of Completion” means the document required under Section 492.9.
- (e) “certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.
- (f) “certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.
- (g) “check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.
- (h) “common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.
- (i) “conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year
- (j) “drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.
- (k) “ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
- (l) “effective precipitation” or “usable rainfall” (Eppt) means the portion of total precipitation which becomes available for plant growth.
- (m) “emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.
- (n) “established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.
- (o) “establishment period of the plants” means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth.

(p) "Estimated Total Water Use" (ETWU) means the total water used for the landscape as described in Section 492.4.

(q) "ET adjustment factor" (ETAF) means a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape.

A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation. For purposes of the ETAF, the average irrigation efficiency is 0.71. Therefore, the ET Adjustment Factor is $(0.7) = (0.5/0.71)$. ETAF for a Special Landscape Area shall not exceed 1.0. ETAF for existing non-rehabilitated landscapes is 0.8.

(r) "evapotranspiration rate" means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

(s) "flow rate" means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

(t) "hardscapes" means any durable material (pervious and non-pervious).

(u) "homeowner-provided landscaping" means any landscaping either installed by a private individual for a single family residence or installed by a licensed contractor hired by a homeowner. A homeowner, for purposes of this ordinance, is a person who occupies the dwelling he or she owns. This excludes speculative homes, which are not owner-occupied dwellings.

(v) "hydrozone" means a portion of the landscaped area having plants with similar water needs. A hydrozone may be irrigated or non-irrigated.

(w) "infiltration rate" means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

(x) "invasive plant species" means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. "Noxious weeds" means any weed designated by the Weed Control Regulations in the Weed Control Act and identified on a Regional District noxious weed control list. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

(y) "irrigation audit" means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule.

(z) "irrigation efficiency" (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of this ordinance is 0.71. Greater irrigation efficiency can be expected from well designed and maintained systems.

(aa) "irrigation survey" means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

(bb) "irrigation water use analysis" means an analysis of water use data based on meter readings and billing data.

(cc) "landscape architect" means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

(dd) "landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

(ee) "landscape contractor" means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

(ff) "Landscape Documentation Package" means the documents required under Section 492.3.

(gg) "landscape project" means total area of landscape in a project as defined in "landscape area" for the purposes of this ordinance, meeting requirements under Section 490.1.

(hh) "lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

(ii) "local agency" means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.

(jj) "local water purveyor" means any entity, including a public agency, city, county, or private water company that provides retail water service.

(kk) "low volume irrigation" means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

(ll) "main line" means the pressurized pipeline that delivers water from the water source to the valve or outlet.

(mm) "Maximum Applied Water Allowance" (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 492.4. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.

(nn) "microclimate" means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

(oo) "mined-land reclamation projects" means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

(pp) "mulch" means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

(qq) "new construction" means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

(rr) "operating pressure" means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

(ss) "overhead sprinkler irrigation systems" means systems that deliver water through the air (c.g., spray heads and rotors).

(tt) "overspray" means the irrigation water which is delivered beyond the target area.

(uu) "permit" means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

(vv) "pervious" means any surface or material that allows the passage of water through the material and into the underlying soil.

(ww) "plant factor" or "plant water use factor" is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for low water use plants is 0 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant

factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the Department of Water Resources 2000 publication "Water Use Classification of Landscape Species".

(xx) "precipitation rate" means the rate of application of water measured in inches per hour.

(yy) "project applicant" means the individual or entity submitting a Landscape Documentation Package required under Section 492.3, to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee.

(zz) "rain sensor" or "rain sensing shutoff device" means a component which automatically suspends an irrigation event when it rains.

(aaa) "record drawing" or "as-builts" means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

(bbb) "recreational area" means areas dedicated to active play such as parks, sports fields, and golf courses where turf provides a playing surface.

(ccc) "recycled water", "reclaimed water", or "treated sewage effluent water" means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

(ddd) "reference evapotranspiration" or "ET_o" means a standard measurement of environmental parameters which affect the water use of plants. ET_o is expressed in inches per day, month, or year as represented in Section 495.1, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.

(eee) "rehabilitated landscape" means any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of Section 490.1, and the modified landscape area is equal to or greater than 2,500 square feet, is 50% of the total landscape area, and the modifications are completed within one year.

(fff) "runoff" means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

(ggg) "soil moisture sensing device" or "soil moisture sensor" means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

(hhh) "soil texture" means the classification of soil based on its percentage of sand, silt, and clay.

(iii) "Special Landscape Area" (SLA) means an area of the landscape dedicated solely to edible plants, areas irrigated with recycled water, water features using recycled water and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.

(jjj) "sprinkler head" means a device which delivers water through a nozzle.

(kkk) "static water pressure" means the pipeline or municipal water supply pressure when water is not flowing.

(lll) "station" means an area served by one valve or by a set of valves that operate simultaneously.

(mmm) "swing joint" means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

(nnn) "turf" means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

(ooo) "valve" means a device used to control the flow of water in the irrigation system.

(ppp) "water conserving plant species" means a plant species identified as having a low plant factor.

(qqq) "water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in

the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

(rrr) "watering window" means the time of day irrigation is allowed.

(sss) "WUCOLS" means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension, the Department of Water Resources and the Bureau of Reclamation, 2000.

Note: Authority Cited: Section 65595, Government Code. Reference: Sections 65592, 65596, Government Code.

§ 492. Provisions for New Construction or Rehabilitated Landscapes.

(a) A local agency may designate another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.1 Compliance with Landscape Documentation Package.

(a) Prior to construction, the local agency shall:

(1) provide the project applicant with the ordinance and procedures for permits, plan checks, or design reviews;

(2) review the Landscape Documentation Package submitted by the project applicant;

(3) approve or deny the Landscape Documentation Package;

(4) issue a permit or approve the plan check or design review for the project applicant; and

(5) upon approval of the Landscape Documentation Package, submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.

(b) Prior to construction, the project applicant shall:

(1) submit a Landscape Documentation Package to the local agency.

(c) Upon approval of the Landscape Documentation Package by the local agency, the project applicant shall:

(1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion;

(2) submit a copy of the approved Landscape Documentation Package along with the record drawings, and any other information to the property owner or his/her designee; and

(3) submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.2 Penalties.

(a) A local agency may establish and administer penalties to the project applicant for non-compliance with the ordinance to the extent permitted by law.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.3 Elements of the Landscape Documentation Package.

- (a) The Landscape Documentation Package shall include the following six (6) elements:
- (1) project information;
 - (A) date
 - (B) project applicant
 - (C) project address (if available, parcel and/or lot number(s))
 - (D) total landscape area (square feet)
 - (E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
 - (F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
 - (G) checklist of all documents in Landscape Documentation Package
 - (H) project contacts to include contact information for the project applicant and property owner
 - (I) applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package".
 - (2) Water Efficient Landscape Worksheet;
 - (A) hydrozone information table
 - (B) water budget calculations
 - 1. Maximum Applied Water Allowance (MAWA)
 - 2. Estimated Total Water Use (ETWU)
 - (3) soil management report;
 - (4) landscape design plan;
 - (5) irrigation design plan; and
 - (6) grading design plan.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.4 Water Efficient Landscape Worksheet.

- (a) A project applicant shall complete the Water Efficient Landscape Worksheet which contains two sections (see sample worksheet in Appendix B):
- (1) a hydrozone information table (see Appendix B, Section A) for the landscape project; and
 - (2) a water budget calculation (see Appendix B, Section B) for the landscape project. For the calculation of the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A. For geographic areas not covered in Appendix A, use data from other cities located nearby in the same reference evapotranspiration zone, as found in the CIMIS Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.
- (b) Water budget calculations shall adhere to the following requirements:
- (1) The plant factor used shall be from WUCOLS. The plant factor ranges from 0 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.
 - (2) All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.
 - (3) All Special Landscape Areas shall be identified and their water use calculated as described below.
 - (4) ETAF for Special Landscape Areas shall not exceed 1.0.
- (c) Maximum Applied Water Allowance
The Maximum Applied Water Allowance shall be calculated using the equation:

$$\text{MAWA} = (\text{ETo}) (0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

The example calculations below are hypothetical to demonstrate proper use of the equations and do not represent an existing and/or planned landscape project. The ETo values used in these calculations are from the Reference Evapotranspiration Table in Appendix A, for planning purposes only. For actual irrigation scheduling, automatic irrigation controllers are required and shall use current reference evapotranspiration data, such as from the California Irrigation Management Information System (CIMIS), other equivalent data, or soil moisture sensor data.

(1) Example MAWA calculation: a hypothetical landscape project in Fresno, CA with an irrigated landscape area of 50,000 square feet without any Special Landscape Area (SLA= 0, no edible plants, recreational areas, or use of recycled water). To calculate MAWA, the annual reference evapotranspiration value for Fresno is 51.1 inches as listed in the Reference Evapotranspiration Table in Appendix A.

$$MAWA = (ET_o) (0.62) [(0.7 \times LA) + (0.3 \times SLA)]$$

MAWA = Maximum Applied Water Allowance (gallons per year)
 ET_o = Reference Evapotranspiration (inches per year)
 0.62 = Conversion Factor (to gallons)
 0.7 = ET Adjustment Factor (ETAF)
 LA = Landscape Area including SLA (square feet)
 0.3 = Additional Water Allowance for SLA
 SLA = Special Landscape Area (square feet)

$$MAWA = (51.1 \text{ inches}) (0.62) [(0.7 \times 50,000 \text{ square feet}) + (0.3 \times 0)]$$

$$= 1,108,870 \text{ gallons per year}$$

To convert from gallons per year to hundred-cubic-feet per year:
 = 1,108,870/748 = 1,482 hundred-cubic-feet per year
 (100 cubic feet = 748 gallons)

(2) In this next hypothetical example, the landscape project in Fresno, CA has the same ETo value of 51.1 inches and a total landscape area of 50,000 square feet. Within the 50,000 square foot project, there is now a 2,000 square foot area planted with edible plants. This 2,000 square foot area is considered to be a Special Landscape Area.

$$MAWA = (ET_o) (0.62) [(0.7 \times LA) + (0.3 \times SLA)]$$

$$MAWA = (51.1 \text{ inches}) (0.62) [(0.7 \times 50,000 \text{ square feet}) + (0.3 \times 2,000 \text{ square feet})]$$

$$= 31.68 \times [35,000 + 600] \text{ gallons per year}$$

$$= 31.68 \times 35,600 \text{ gallons per year}$$

$$= 1,127,808 \text{ gallons per year or } 1,508 \text{ hundred-cubic-feet per year}$$

(d) Estimated Total Water Use.

The Estimated Total Water Use shall be calculated using the equation below. The sum of the Estimated Total Water Use calculated for all hydrozones shall not exceed MAWA.

$$ETWU = (ET_o)(0.62) \left(\frac{PF \times HA}{IE} + SLA \right)$$

Where:

- ETWU = Estimated Total Water Use per year (gallons)
- ET_o = Reference Evapotranspiration (inches)
- PF = Plant Factor from WUCOLS (see Section 491)
- HA = Hydrozone Area [high, medium, and low water use areas] (square feet)
- SLA = Special Landscape Area (square feet)
- 0.62 = Conversion Factor
- IE = Irrigation Efficiency (minimum 0.71)

(1) Example ETWU calculation: landscape area is 50,000 square feet; plant water use type, plant factor, and hydrozone area are shown in the table below. The ETo value is 51.1 inches per year. There are no Special Landscape Areas (recreational area, area permanently and solely dedicated to edible plants, and area irrigated with recycled water) in this example.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)*	Hydrozone Area (HA) (square feet)	PF x HA (square feet)
1	High	0.8	7,000	5,600
2	High	0.7	10,000	7,000
3	Medium	0.5	16,000	8,000
4	Low	0.3	7,000	2,100
5	Low	0.2	10,000	2,000
			Sum	24,700

*Plant Factor from WUCOLS

$$ETWU = (51.1)(0.62) \left(\frac{24,700}{0.71} + 0 \right)$$

= 1,102,116 gallons per year

Compare ETWU with MAWA: For this example MAWA = (51.1) (0.62) [(0.7 x 50,000) + (0.3 x 0)] = 1,108,870 gallons per year. The ETWU (1,102,116 gallons per year) is less than MAWA (1,108,870 gallons per year). In this example, the water budget complies with the MAWA.

(2) Example ETWU calculation: total landscape area is 50,000 square feet, 2,000 square feet of which is planted with edible plants. The edible plant area is considered a Special Landscape Area (SLA). The reference evapotranspiration value is 51.1 inches per year. The plant type, plant factor, and hydrozone area are shown in the table below.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)*	Hydrozone Area (HA) (square feet)	PF x HA (square feet)
1	High	0.8	7,000	5,600
2	High	0.7	9,000	6,300
3	Medium	0.5	15,000	7,500
4	Low	0.3	7,000	2,100
5	Low	0.2	10,000	2,000
			Sum	23,500
6	SLA	1.0	2,000	2,000

*Plant Factor from WUCOLS

$$ETWU = (51.1)(0.62) \left(\frac{23,500}{0.71} + 2,000 \right)$$

= (31.68) (33,099 + 2,000)

= 1,111,936 gallons per year

Compare ETWU with MAWA. For this example:
MAWA = (51.1) (0.62) [(0.7 x 50,000) + (0.3 x 2,000)]
= 31.68 x [35,000 + 600]
= 31.68 x 35,600
=1,127,808 gallons per year

The ETWU (1,111,936 gallons per year) is less than MAWA (1,127,808 gallons per year). For this example, the water budget complies with the MAWA.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.5 Soil Management Report.

(a) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:

(1) Submit soil samples to a laboratory for analysis and recommendations.

(A) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

(B) The soil analysis may include:

1. soil texture;
2. infiltration rate determined by laboratory test or soil texture infiltration rate table;
3. pH;
4. total soluble salts;
5. sodium;
6. percent organic matter; and
7. recommendations.

(2) The project applicant, or his/her designee, shall comply with one of the following:

(A) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation Package; or

(B) If significant mass grading is planned, the soil analysis report shall be submitted to the local agency as part of the Certificate of Completion.

(3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.

(4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with Certificate of Completion.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.6 Landscape Design Plan.

(a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) Plant Material

(A) Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. To encourage the efficient use of water, the following is highly recommended:

1. protection and preservation of native species and natural vegetation;
2. selection of water-conserving plant and turf species;

3. selection of plants based on disease and pest resistance;
 4. selection of trees based on applicable local tree ordinances or tree shading guidelines; and
 5. selection of plants from local and regional landscape program plant lists.
- (B) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 492.7(a)(2)(D).
- (C) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. To encourage the efficient use of water, the following is highly recommended:
1. use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
 2. recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; and
 3. consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
- (D) Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
- (E) A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches.
- (F) The use of invasive and/or noxious plant species is strongly discouraged.
- (G) The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.
- (2) Water Features
- (A) Recirculating water systems shall be used for water features.
- (B) Where available, recycled water shall be used as a source for decorative water features.
- (C) Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.
- (D) Pool and spa covers are highly recommended.
- (3) Mulch and Amendments
- (A) A minimum two inch (2") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.
- (B) Stabilizing mulching products shall be used on slopes.
- (C) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.
- (D) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 492.5).
- (b) The landscape design plan, at a minimum, shall:
- (1) delineate and label each hydrozone by number, letter, or other method;
 - (2) identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;
 - (3) identify recreational areas;
 - (4) identify areas permanently and solely dedicated to edible plants;
 - (5) identify areas irrigated with recycled water;
 - (6) identify type of mulch and application depth;
 - (7) identify soil amendments, type, and quantity;
 - (8) identify type and surface area of water features;
 - (9) identify hardscapes (pervious and non-pervious);

- (10) identify location and installation details of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Stormwater best management practices are encouraged in the landscape design plan and examples include, but are not limited to:
- (A) infiltration beds, swales, and basins that allow water to collect and soak into the ground;
 - (B) constructed wetlands and retention ponds that retain water, handle excess flow, and filter pollutants; and
 - (C) pervious or porous surfaces (e.g., permeable pavers or blocks, pervious or porous concrete, etc.) that minimize runoff.
- (11) identify any applicable rain harvesting or catchment technologies (e.g., rain gardens, cisterns, etc.);
- (12) contain the following statement: “I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan”; and
- (13) bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code and Section 1351, Civil Code.

§ 492.7 Irrigation Design Plan.

(a) For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers’ recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) System

(A) Dedicated landscape water meters are highly recommended on landscape areas smaller than 5,000 square feet to facilitate water management.

(B) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data shall be required for irrigation scheduling in all irrigation systems.

(C) The irrigation system shall be designed to ensure that the dynamic pressure at each emission device is within the manufacturer’s recommended pressure range for optimal performance.

1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.

2. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

(D) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.

(E) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.

(F) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.

(G) High flow sensors that detect and report high flow conditions created by system damage or malfunction are recommended.

(H) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

(I) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.

(J) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.

(K) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 492.4 regarding the Maximum Applied Water Allowance.

(L) It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.

(M) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

(N) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

(O) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.

(P) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to high traffic areas.

(Q) Check valves or anti-drain valves are required for all irrigation systems.

(R) Narrow or irregularly shaped areas, including turf, less than eight (8) feet in width in any direction shall be irrigated with subsurface irrigation or low volume irrigation system.

(S) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

1. the landscape area is adjacent to permeable surfacing and no runoff occurs; or
2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
3. the irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 492.7 (a)(1)(H). Prevention of overspray and runoff must be confirmed during the irrigation audit.

(T) Slopes greater than 25% shall not be irrigated with an irrigation system with a precipitation rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

(2) Hydrozone

(A) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.

(B) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

(C) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf.

(D) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

1. plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or

2. the plant factor of the higher water using plant is used for calculations.

(E) Individual hydrozones that mix high and low water use plants shall not be permitted.

(F) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B Section A). This table can also assist with the irrigation audit and programming the controller.

(b) The irrigation design plan, at a minimum, shall contain:

(1) location and size of separate water meters for landscape;

(2) location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;

(3) static water pressure at the point of connection to the public water supply;

(4) flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;

(5) recycled water irrigation systems as specified in Section 492.14;

(6) the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and

(7) the signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.8 Grading Design Plan.

(a) For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other local agency permits satisfies this requirement.

(1) The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:

(A) height of graded slopes;

(B) drainage patterns;

(C) pad elevations;

(D) finish grade; and

(E) stormwater retention improvements, if applicable.

(2) To prevent excessive erosion and runoff, it is highly recommended that project applicants:

(A) grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;

(B) avoid disruption of natural drainage patterns and undisturbed soil; and

(C) avoid soil compaction in landscape areas.

(3) The grading design plan shall contain the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan" and shall bear the signature of a licensed professional as authorized by law.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.9 Certificate of Completion.

(a) The Certificate of Completion (see Appendix C for a sample certificate) shall include the following six (6) elements:

(1) project information sheet that contains:

- (A) date;
- (B) project name;
- (C) project applicant name, telephone, and mailing address;
- (D) project address and location; and
- (E) property owner name, telephone, and mailing address;

(2) certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;

(A) where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification;

(3) irrigation scheduling parameters used to set the controller (see Section 492.10);

(4) landscape and irrigation maintenance schedule (see Section 492.11);

(5) irrigation audit report (see Section 492.12); and

(6) soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 492.5).

(b) The project applicant shall:

(1) submit the signed Certificate of Completion to the local agency for review;

(2) ensure that copies of the approved Certificate of Completion are submitted to the local water purveyor and property owner or his or her designee.

(c) The local agency shall:

(1) receive the signed Certificate of Completion from the project applicant;

(2) approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the local agency shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.10 Irrigation Scheduling.

(a) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

(1) Irrigation scheduling shall be regulated by automatic irrigation controllers.

(2) Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

(3) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.

(4) Parameters used to set the automatic controller shall be developed and submitted for each of the following:

(A) the plant establishment period;

- (B) the established landscape; and
- (C) temporarily irrigated areas.
- (5) Each irrigation schedule shall consider for each station all of the following that apply:
 - (A) irrigation interval (days between irrigation);
 - (B) irrigation run times (hours or minutes per irrigation event to avoid runoff);
 - (C) number of cycle starts required for each irrigation event to avoid runoff;
 - (D) amount of applied water scheduled to be applied on a monthly basis;
 - (E) application rate setting;
 - (F) root depth setting;
 - (G) plant type setting;
 - (H) soil type;
 - (I) slope factor setting;
 - (J) shade factor setting; and
 - (K) irrigation uniformity or efficiency setting.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.11 Landscape and Irrigation Maintenance Schedule.

- (a) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion.
- (b) A regular maintenance schedule shall include, but not be limited to, routine inspection; adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing and obstruction to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
- (c) Repair of all irrigation equipment shall be done with the originally installed components or their equivalents.
- (d) A project applicant is encouraged to implement sustainable or environmentally-friendly practices for overall landscape maintenance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.12 Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

- (a) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.
- (b) For new construction and rehabilitated landscape projects installed after January 1, 2010, as described in Section 490.1:
 - (1) the project applicant shall submit an irrigation audit report with the Certificate of Completion to the local agency that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule;
 - (2) the local agency shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.13 Irrigation Efficiency.

(a) For the purpose of determining Maximum Applied Water Allowance, average irrigation efficiency is assumed to be 0.71. Irrigation systems shall be designed, maintained, and managed to meet or exceed an average landscape irrigation efficiency of 0.71.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.14 Recycled Water.

(a) The installation of recycled water irrigation systems shall allow for the current and future use of recycled water, unless a written exemption has been granted as described in Section 492.14(b).

(b) Irrigation systems and decorative water features shall use recycled water unless a written exemption has been granted by the local water purveyor stating that recycled water meeting all public health codes and standards is not available and will not be available for the foreseeable future.

(c) All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.

(d) Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for Special Landscape Areas shall not exceed 1.0.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.15 Stormwater Management.

(a) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site retention and infiltration are encouraged.

(b) Project applicants shall refer to the local agency or Regional Water Quality Control Board for information on any applicable stormwater ordinances and stormwater management plans.

(c) Rain gardens, cisterns, and other landscapes features and practices that increase rainwater capture and create opportunities for infiltration and/or onsite storage are recommended.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.16 Public Education.

(a) Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.

(1) A local agency shall provide information to owners of new, single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes.

(b) Model Homes. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this ordinance.

(1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme.

(2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.17 Environmental Review.

(a) The local agency must comply with the California Environmental Quality Act (CEQA), as appropriate.

Note: Authority cited: Section 21082, Public Resources Code. Reference: Sections 21080, 21082, Public Resources Code.

§ 493. Provisions for Existing Landscapes.

(a) A local agency may designate another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 493.1 Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

(a) This section, 493.1, shall apply to all existing landscapes that were installed before January 1, 2010 and are over one acre in size.

(1) For all landscapes in 493.1(a) that have a water meter, the local agency shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The Maximum Applied Water Allowance for existing landscapes shall be calculated as: $MAWA = (0.8)(ET_o)(LA)(0.62)$.

(2) For all landscapes in 493.1(a), that do not have a meter, the local agency shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.

(b) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 493.2 Water Waste Prevention.

(a) Local agencies shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures. Penalties for violation of these prohibitions shall be established locally.

(b) Restrictions regarding overspray and runoff may be modified if:

(1) the landscape area is adjacent to permeable surfacing and no runoff occurs; or

(2) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

Note: Authority cited: Section 65594, Government Code. Reference: Section 65596, Government Code.

§ 494. Effective Precipitation.

(a) A local agency may consider Effective Precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate Maximum Applied Water Allowance:

$MAWA = (ET_o - Eppt)(0.62) [(0.7 \times LA) + (0.3 \times SLA)]$.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

Appendices.

Appendix A. Reference Evapotranspiration (ET_o) Table.

Appendix A - Reference Evapotranspiration (ET _o) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET _o
ALAMEDA													
Fremont	1.5	1.9	3.4	4.7	5.4	6.3	6.7	6.0	4.5	3.4	1.8	1.5	47.0
Livermore	1.2	1.5	2.9	4.4	5.9	6.6	7.4	6.4	5.3	3.2	1.5	0.9	47.2
Oakland	1.5	1.5	2.8	3.9	5.1	5.3	6.0	5.5	4.8	3.1	1.4	0.9	41.8
Oakland Foothills	1.1	1.4	2.7	3.7	5.1	6.4	5.8	4.9	3.6	2.6	1.4	1.0	39.6
Pleasanton	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
Union City	1.4	1.8	3.1	4.2	5.4	5.9	6.4	5.7	4.4	3.1	1.5	1.2	44.2
ALPINE													
Markleeville	0.7	0.9	2.0	3.5	5.0	6.1	7.3	6.4	4.4	2.6	1.2	0.5	40.6
AMADOR													
Jackson	1.2	1.5	2.8	4.4	6.0	7.2	7.9	7.2	5.3	3.2	1.4	0.9	48.9
Shanandoah Valley	1.0	1.7	2.9	4.4	5.6	6.8	7.9	7.1	5.2	3.6	1.7	1.0	48.8
BUTTE													
Chico	1.2	1.8	2.9	4.7	6.1	7.4	8.5	7.3	5.4	3.7	1.7	1.0	51.7
Durham	1.1	1.8	3.2	5.0	6.5	7.4	7.8	6.9	5.3	3.6	1.7	1.0	51.1
Gridley	1.2	1.8	3.0	4.7	6.1	7.7	8.5	7.1	5.4	3.7	1.7	1.0	51.9
Oroville	1.2	1.7	2.8	4.7	6.1	7.6	8.5	7.3	5.3	3.7	1.7	1.0	51.5
CALAVERAS													
San Andreas	1.2	1.5	2.8	4.4	6.0	7.3	7.9	7.0	5.3	3.2	1.4	0.7	48.8
COLUSA													
Colusa	1.0	1.7	3.4	5.0	6.4	7.6	8.3	7.2	5.4	3.8	1.8	1.1	52.8
Williams	1.2	1.7	2.9	4.5	6.1	7.2	8.5	7.3	5.3	3.4	1.6	1.0	50.8
CONTRA COSTA													
Benicia	1.3	1.4	2.7	3.8	4.9	5.0	6.4	5.5	4.4	2.9	1.2	0.7	40.3
Brentwood	1.0	1.5	2.9	4.5	6.1	7.1	7.9	6.7	5.2	3.2	1.4	0.7	48.3
Concord	1.1	1.4	2.4	4.0	5.5	5.9	7.0	6.0	4.8	3.2	1.3	0.7	43.4
Courtland	0.9	1.5	2.9	4.4	6.1	6.9	7.9	6.7	5.3	3.2	1.4	0.7	48.0
Martinez	1.2	1.4	2.4	3.9	5.3	5.6	6.7	5.6	4.7	3.1	1.2	0.7	41.8
Moraga	1.2	1.5	3.4	4.2	5.5	6.1	6.7	5.9	4.6	3.2	1.6	1.0	44.9
Pittsburg	1.0	1.5	2.8	4.1	5.6	6.4	7.4	6.4	5.0	3.2	1.3	0.7	45.4
Walnut Creek	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
DEL NORTE													
Crescent City	0.5	0.9	2.0	3.0	3.7	3.5	4.3	3.7	3.0	2.0	0.9	0.5	27.7
EL DORADO													
Camino	0.9	1.7	2.5	3.9	5.9	7.2	7.8	6.8	5.1	3.1	1.5	0.9	47.3
FRESNO													
Clovis	1.0	1.5	3.2	4.8	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Coalinga	1.2	1.7	3.1	4.6	6.2	7.2	8.5	7.3	5.3	3.4	1.6	0.7	50.9
Firebaugh	1.0	1.8	3.7	5.7	7.3	8.1	8.2	7.2	5.5	3.9	2.0	1.1	55.4
FivePoints	1.3	2.0	4.0	6.1	7.7	8.5	8.7	8.0	6.2	4.5	2.4	1.2	60.4
FRESNO													
Fresno	0.9	1.7	3.3	4.8	6.7	7.8	8.4	7.1	5.2	3.2	1.4	0.6	51.1
Fresno State	0.9	1.6	3.2	5.2	7.0	8.0	8.7	7.6	5.4	3.6	1.7	0.9	53.7
Friant	1.2	1.5	3.1	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Kerman	0.9	1.5	3.2	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.2
Kingsburg	1.0	1.5	3.4	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.6
Mendota	1.5	2.5	4.6	6.2	7.9	8.6	8.8	7.5	5.9	4.5	2.4	1.5	61.7
Orange Cove	1.2	1.9	3.5	4.7	7.4	8.5	8.9	7.9	5.9	3.7	1.8	1.2	56.7
Panoche	1.1	2.0	4.0	5.6	7.8	8.5	8.3	7.3	5.6	3.9	1.8	1.2	57.2
Parlier	1.0	1.9	3.6	5.2	6.8	7.6	8.1	7.0	5.1	3.4	1.7	0.9	52.0
Reedley	1.1	1.5	3.2	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Westlands	0.9	1.7	3.8	6.3	8.0	8.6	8.6	7.8	5.9	4.3	2.1	1.1	58.8

Appendix A - Reference Evapotranspiration (ET_o) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET _o
GLENN													
Orland	1.1	1.8	3.4	5.0	6.4	7.5	7.9	6.7	5.3	3.9	1.8	1.4	52.1
Willows	1.2	1.7	2.9	4.7	6.1	7.2	8.5	7.3	5.3	3.6	1.7	1.0	51.3
HUMBOLDT													
Eureka	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Ferndale	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Garberville	0.6	1.2	2.2	3.1	4.5	5.0	5.5	4.9	3.8	2.4	1.0	0.7	34.9
Hoopa	0.5	1.1	2.1	3.0	4.4	5.4	6.1	5.1	3.8	2.4	0.9	0.7	35.6
IMPERIAL													
Brawley	2.8	3.8	5.9	8.0	10.4	11.5	11.7	10.0	8.4	6.2	3.5	2.1	84.2
Calipatria/Mulberry	2.4	3.2	5.1	6.8	8.6	9.2	9.2	8.6	7.0	5.2	3.1	2.3	70.7
El Centro	2.7	3.5	5.6	7.9	10.1	11.1	11.6	9.5	8.3	6.1	3.3	2.0	81.7
Holtville	2.8	3.8	5.9	7.9	10.4	11.6	12.0	10.0	8.6	6.2	3.5	2.1	84.7
Meloland	2.5	3.2	5.5	7.5	8.9	9.2	9.0	8.5	6.8	5.3	3.1	2.2	71.6
Palo Verde II	2.5	3.3	5.7	6.9	8.5	8.9	8.6	7.9	6.2	4.5	2.9	2.3	68.2
Seeley	2.7	3.5	5.9	7.7	9.7	10.1	9.3	8.3	6.9	5.5	3.4	2.2	75.4
Westmoreland	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Yuma	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
INYO													
Bishop	1.7	2.7	4.8	6.7	8.2	10.9	7.4	9.6	7.4	4.8	2.5	1.6	68.3
Death Valley Jct	2.2	3.3	5.4	7.7	9.8	11.1	11.4	10.1	8.3	5.4	2.9	1.7	79.1
Independence	1.7	2.7	3.4	6.6	8.5	9.5	9.8	8.5	7.1	3.9	2.0	1.5	65.2
Lower Haiwee Res.	1.8	2.7	4.4	7.1	8.5	9.5	9.8	8.5	7.1	4.2	2.6	1.5	67.6
Oasis	2.7	2.8	5.9	8.0	10.4	11.7	11.6	10.0	8.4	6.2	3.4	2.1	83.1
KERN													
Arvin	1.2	1.8	3.5	4.7	6.6	7.4	8.1	7.3	5.3	3.4	1.7	1.0	51.9
Bakersfield	1.0	1.8	3.5	4.7	6.6	7.7	8.5	7.3	5.3	3.5	1.6	0.9	52.4
Bakersfield/Bonanza	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Bakersfield/Greenlee	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
KERN													
Belridge	1.4	2.2	4.1	5.5	7.7	8.5	8.6	7.8	6.0	3.8	2.0	1.5	59.2
Blackwells Corner	1.4	2.1	3.8	5.4	7.0	7.8	8.5	7.7	5.8	3.9	1.9	1.2	56.6
Buttonwillow	1.0	1.8	3.2	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.5	0.9	52.0
China Lake	2.1	3.2	5.3	7.7	9.2	10.0	11.0	9.8	7.3	4.9	2.7	1.7	74.8
Delano	0.9	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.4	0.7	52.0
Famoso	1.3	1.9	3.5	4.8	6.7	7.6	8.0	7.3	5.5	3.5	1.7	1.3	53.1
Grapevine	1.3	1.8	3.1	4.4	5.6	6.8	7.6	6.8	5.9	3.4	1.9	1.0	49.5
Inyokern	2.0	3.1	4.9	7.3	8.5	9.7	11.0	9.4	7.1	5.1	2.6	1.7	72.4
Isabella Dam	1.2	1.4	2.8	4.4	5.8	7.3	7.9	7.0	5.0	3.2	1.7	0.9	48.4
Lamont	1.3	2.4	4.4	4.6	6.5	7.0	8.8	7.6	5.7	3.7	1.6	0.8	54.4
Lost Hills	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
McFarland/Kern	1.2	2.1	3.7	5.6	7.3	8.0	8.3	7.4	5.6	4.1	2.0	1.2	56.5
Shafter	1.0	1.7	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.5	0.9	52.1
Taft	1.3	1.8	3.1	4.3	6.2	7.3	8.5	7.3	5.4	3.4	1.7	1.0	51.2
Tehachapi	1.4	1.8	3.2	5.0	6.1	7.7	7.9	7.3	5.9	3.4	2.1	1.2	52.9
KINGS													
Caruthers	1.6	2.5	4.0	5.7	7.8	8.7	9.3	8.4	6.3	4.4	2.4	1.6	62.7
Corcoran	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Hanford	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.2	5.4	3.4	1.4	0.7	51.5
Kettleman	1.1	2.0	4.0	6.0	7.5	8.5	9.1	8.2	6.1	4.5	2.2	1.1	60.2
Lemoore	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.4	0.7	51.7
Stratford	0.9	1.9	3.9	6.1	7.8	8.6	8.8	7.7	5.9	4.1	2.1	1.0	58.7

Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
LAKE													
Lakeport	1.1	1.3	2.6	3.5	5.1	6.0	7.3	6.1	4.7	2.9	1.2	0.9	42.8
Lower Lake	1.2	1.4	2.7	4.5	5.3	6.3	7.4	6.4	5.0	3.1	1.3	0.9	45.4
LASSEN													
Buntingville	1.0	1.7	3.5	4.9	6.2	7.3	8.4	7.5	5.4	3.4	1.5	0.9	51.8
Ravendale	0.6	1.1	2.3	4.1	5.6	6.7	7.9	7.3	4.7	2.8	1.2	0.5	44.9
Susanville	0.7	1.0	2.2	4.1	5.6	6.5	7.8	7.0	4.6	2.8	1.2	0.5	44.0
LOS ANGELES													
Burbank	2.1	2.8	3.7	4.7	5.1	6.0	6.6	6.7	5.4	4.0	2.6	2.0	51.7
Claremont	2.0	2.3	3.4	4.6	5.0	6.0	7.0	7.0	5.3	4.0	2.7	2.1	51.3
El Dorado	1.7	2.2	3.6	4.8	5.1	5.7	5.9	5.9	4.4	3.2	2.2	1.7	46.3
Glendale	2.0	2.2	3.3	3.8	4.7	4.8	5.7	5.6	4.3	3.3	2.2	1.8	43.7
Glendora	2.0	2.5	3.6	4.9	5.4	6.1	7.3	6.8	5.7	4.2	2.6	2.0	53.1
Gorman	1.6	2.2	3.4	4.6	5.5	7.4	7.7	7.1	5.9	3.6	2.4	1.1	52.4
Hollywood Hills	2.1	2.2	3.8	5.4	6.0	6.5	6.7	6.4	5.2	3.7	2.8	2.1	52.8
Lancaster	2.1	3.0	4.6	5.9	8.5	9.7	11.0	9.8	7.3	4.6	2.8	1.7	71.1
Long Beach	1.8	2.1	3.3	3.9	4.5	4.3	5.3	4.7	3.7	2.8	1.8	1.5	39.7
Los Angeles	2.2	2.7	3.7	4.7	5.5	5.8	6.2	5.9	5.0	3.9	2.6	1.9	50.1
LOS ANGELES													
Monrovia	2.2	2.3	3.8	4.3	5.5	5.9	6.9	6.4	5.1	3.2	2.5	2.0	50.2
Palmdale	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
Pasadena	2.1	2.7	3.7	4.7	5.1	6.0	7.1	6.7	5.6	4.2	2.6	2.0	52.3
Pearblossom	1.7	2.4	3.7	4.7	7.3	7.7	9.9	7.9	6.4	4.0	2.6	1.6	59.9
Pomona	1.7	2.0	3.4	4.5	5.0	5.8	6.5	6.4	4.7	3.5	2.3	1.7	47.5
Redondo Beach	2.2	2.4	3.3	3.8	4.5	4.7	5.4	4.8	4.4	2.8	2.4	2.0	42.6
San Fernando	2.0	2.7	3.5	4.6	5.5	5.9	7.3	6.7	5.3	3.9	2.6	2.0	52.0
Santa Clarita	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Santa Monica	1.8	2.1	3.3	4.5	4.7	5.0	5.4	5.4	3.9	3.4	2.4	2.2	44.2
MADERA													
Chowchilla	1.0	1.4	3.2	4.7	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Madera	0.9	1.4	3.2	4.8	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.5
Raymond	1.2	1.5	3.0	4.6	6.1	7.6	8.4	7.3	5.2	3.4	1.4	0.7	50.5
MARIN													
Black Point	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
Novato	1.3	1.5	2.4	3.5	4.4	6.0	5.9	5.4	4.4	2.8	1.4	0.7	39.8
Point San Pedro	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
San Rafael	1.2	1.3	2.4	3.3	4.0	4.8	4.8	4.9	4.3	2.7	1.3	0.7	35.8
MARIPOSA													
Coulterville	1.1	1.5	2.8	4.4	5.9	7.3	8.1	7.0	5.3	3.4	1.4	0.7	48.8
Mariposa	1.1	1.5	2.8	4.4	5.9	7.4	8.2	7.1	5.0	3.4	1.4	0.7	49.0
Yosemite Village	0.7	1.0	2.3	3.7	5.1	6.5	7.1	6.1	4.4	2.9	1.1	0.6	41.4
MENDOCINO													
Fort Bragg	0.9	1.3	2.2	3.0	3.7	3.5	3.7	3.7	3.0	2.3	1.2	0.7	29.0
Hopland	1.1	1.3	2.6	3.4	5.0	5.9	6.5	5.7	4.5	2.8	1.3	0.7	40.9
Point Arena	1.0	1.3	2.3	3.0	3.7	3.9	3.7	3.7	3.0	2.3	1.2	0.7	29.6
Sanel Valley	1.0	1.6	3.0	4.6	6.0	7.0	8.0	7.0	5.2	3.4	1.4	0.9	49.1
Ukiah	1.0	1.3	2.6	3.3	5.0	5.8	6.7	5.9	4.5	2.8	1.3	0.7	40.9
MERCED													
Kesterson	0.9	1.7	3.4	5.5	7.3	8.2	8.6	7.4	5.5	3.8	1.8	0.9	55.1
Los Banos	1.0	1.5	3.2	4.7	6.1	7.4	8.2	7.0	5.3	3.4	1.4	0.7	50.0
Merced	1.0	1.5	3.2	4.7	6.6	7.9	8.5	7.2	5.3	3.4	1.4	0.7	51.5

Appendix A - Reference Evapotranspiration (Eto) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Eto
	MODOC	0.9	1.4	2.8	3.7	5.1	6.2	7.5	6.6	4.6	2.8	1.2	
MONO	0.7	0.9	2.2	3.8	5.5	6.6	7.4	6.7	4.7	2.7	1.2	0.5	43.0
BRIDGEPORT	0.7	0.9	2.2	3.8	5.5	6.6	7.4	6.7	4.7	2.7	1.2	0.5	43.0
MONTEREY	1.5	2.0	3.7	5.4	6.3	7.3	7.2	6.7	5.0	3.9	2.0	1.6	52.6
ARROYO SECO	1.4	1.7	3.0	4.2	4.6	4.8	4.0	3.8	3.0	2.6	1.6	1.4	36.2
GONZALES	1.3	1.7	3.4	4.7	5.4	6.3	6.3	5.9	4.4	3.4	1.9	1.3	45.7
MONTEREY	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
KINGFIELD	1.7	2.0	3.4	4.4	5.5	6.2	6.5	6.2	5.2	3.7	2.2	1.5	47.7
NAPA	1.8	1.9	3.2	4.7	5.8	7.3	8.1	7.1	5.5	4.5	2.9	2.1	54.9
ANGWIN	0.8	1.5	3.1	4.6	5.5	6.6	6.9	6.2	4.7	3.5	1.4	1.0	45.8
CARNEROS	1.0	1.5	2.9	4.7	5.8	6.9	7.2	6.4	4.9	3.5	1.6	1.2	47.7
OAKVILLE	1.2	1.5	2.8	3.9	5.1	6.1	7.0	6.2	4.8	3.1	1.4	0.9	44.1
ST HELENA	1.3	1.7	2.8	3.9	5.1	6.0	7.1	6.1	4.8	3.1	1.5	0.9	44.3
YOUNTVILLE	1.1	1.5	2.6	4.0	5.7	7.1	7.9	7.1	5.3	3.2	1.5	0.9	48.0
GRASS VALLEY	1.1	1.5	2.6	4.0	5.7	7.1	7.9	7.1	5.3	3.2	1.5	0.9	48.0
NEVADA	1.1	1.5	2.6	3.9	5.8	6.9	7.9	7.0	5.3	3.2	1.4	0.9	47.4
ORANGE	2.2	2.5	3.7	4.7	5.2	5.9	6.3	6.2	4.6	3.7	2.6	2.3	49.6
IRVINE	2.2	2.7	3.4	3.8	4.6	4.9	4.9	4.4	3.4	2.4	2.0	2.0	43.2
LAGUNA BEACH	2.2	2.7	3.4	3.8	4.6	4.9	4.9	4.4	3.4	2.4	2.0	2.0	43.2
SANTA ANA	2.2	2.7	3.7	4.5	4.6	5.4	6.2	6.1	4.7	3.7	2.5	2.0	48.2
PLACER	1.2	1.7	2.8	4.4	6.1	7.4	8.3	7.3	5.4	3.4	1.6	1.0	50.6
AUBURN	0.7	1.1	2.1	3.4	4.8	6.0	7.2	6.1	4.6	2.9	0.9	0.6	40.5
BLUE CANYON	0.7	1.1	2.1	3.4	4.8	6.0	7.2	6.1	4.6	2.9	0.9	0.6	40.5
COLFAX	1.1	1.5	2.6	4.0	5.8	7.1	7.9	7.0	5.3	3.2	1.4	0.9	47.9
ROSEVILLE	1.1	1.7	3.1	4.7	6.2	7.7	8.5	7.3	5.6	3.7	1.7	1.0	52.2
SODA SPRINGS	0.7	0.7	1.8	3.0	4.3	5.3	6.2	5.5	4.1	2.5	0.7	0.7	35.4
TAHOE CITY	0.7	0.7	1.7	3.0	4.3	5.4	6.1	5.6	4.1	2.4	0.8	0.6	35.5
TRUCKEE	0.7	0.7	1.7	3.2	4.4	5.4	6.4	5.7	4.1	2.4	0.8	0.6	36.2
FLUMAS	0.7	0.9	1.9	3.5	4.9	5.9	7.3	5.9	4.3	2.7	0.9	0.5	39.4
PORTOLA	0.7	0.9	2.2	3.5	4.9	5.9	7.3	5.9	4.3	2.7	0.9	0.5	39.4
QUINCY	0.7	0.9	2.2	3.5	4.9	5.9	7.3	5.9	4.4	2.8	1.2	0.5	40.2
RIVERSIDE	2.0	2.3	3.4	4.4	6.1	7.1	7.6	7.9	6.0	3.9	2.6	1.7	55.0
BEAUMONT	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
BIYTHE	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
CATHEDRAL CITY	2.9	4.4	6.2	8.4	10.5	11.9	12.3	10.1	8.9	6.2	3.8	2.4	88.1
COACHELLA	2.9	4.4	6.2	8.4	10.5	11.9	12.3	10.1	8.9	6.2	3.8	2.4	88.1

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
RIVERSIDE													
Desert Center	2.9	4.1	6.4	8.5	11.0	12.1	12.2	11.1	9.0	6.4	3.9	2.6	90.0
Elsinore	2.1	2.8	3.9	4.4	5.9	7.1	7.6	7.0	5.8	3.9	2.6	1.9	55.0
Indio	3.1	3.6	6.5	8.3	10.5	11.0	10.8	9.7	8.3	5.9	3.7	2.7	83.9
La Quinta	2.4	2.8	5.2	6.5	8.3	8.7	8.5	7.9	6.5	4.5	2.7	2.2	66.2
Mecca	2.6	3.3	5.7	7.2	8.6	9.0	8.8	8.2	6.8	5.0	3.2	2.4	70.8
Oasis	2.9	3.3	5.3	6.1	8.5	8.9	8.7	7.9	6.9	4.8	2.9	2.3	68.4
Palm Deser	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
Palm Springs	2.0	2.9	4.9	7.2	8.3	8.5	11.6	8.3	7.2	5.9	2.7	1.7	71.1
Rancho California	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
Rancho Mirage	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Ripley	2.7	3.3	5.6	7.2	8.7	8.7	8.4	7.6	6.2	4.6	2.8	2.2	67.8
Salton Sea North	2.5	3.3	5.5	7.2	8.8	9.3	9.2	8.5	6.8	5.2	3.1	2.3	71.7
Temecula East II	2.3	2.4	4.1	4.9	6.4	7.0	7.8	7.4	5.7	4.1	2.6	2.2	56.7
Thermal	2.4	3.3	5.5	7.6	9.1	9.6	9.3	8.6	7.1	5.2	3.1	2.1	72.8
Riverside UC	2.5	2.9	4.2	5.3	5.9	6.6	7.2	6.9	5.4	4.1	2.9	2.6	56.4
Winchester	2.3	2.4	4.1	4.9	6.4	6.9	7.7	7.5	6.0	3.9	2.6	2.1	56.8
SACRAMENTO													
Fair Oaks	1.0	1.6	3.4	4.1	6.5	7.5	8.1	7.1	5.2	3.4	1.5	1.0	50.5
Sacramento	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	0.9	51.9
Twitchell Island	1.2	1.8	3.9	5.3	7.4	8.8	9.1	7.8	5.9	3.8	1.7	1.2	57.9
SAN BENITO													
Hollister	1.5	1.8	3.1	4.3	5.5	5.7	6.4	5.9	5.0	3.5	1.7	1.1	45.1
San Benito	1.2	1.6	3.1	4.6	5.6	6.4	6.9	6.5	4.8	3.7	1.7	1.2	47.2
San Juan Valley	1.4	1.8	3.4	4.5	6.0	6.7	7.1	6.4	5.0	3.5	1.8	1.4	49.1
SAN BERNARDINO													
Baker	2.7	3.9	6.1	8.3	10.4	11.8	12.2	11.0	8.9	6.1	3.3	2.1	86.6
Barstow NE	2.2	2.9	5.3	6.9	9.0	10.1	9.9	8.9	6.8	4.8	2.7	2.1	71.7
Big Bear Lake	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Chino	2.1	2.9	3.9	4.5	5.7	6.5	7.3	7.1	5.9	4.2	2.6	2.0	54.6
Crestline	1.5	1.9	3.3	4.4	5.5	6.6	7.8	7.1	5.4	3.5	2.2	1.6	50.8
Lake Arrowhead	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Lucerne Valley	2.2	2.9	5.1	6.5	9.1	11.0	11.4	9.9	7.4	5.0	3.0	1.8	75.3
Needles	3.2	4.2	6.6	8.9	11.0	12.4	12.8	11.0	8.9	6.6	4.0	2.7	92.1
Newberry Springs	2.1	2.9	5.3	8.4	9.8	10.9	11.1	9.9	7.6	5.2	3.1	2.0	78.2
San Bernardino	2.0	2.7	3.8	4.6	5.7	6.9	7.9	7.4	5.9	4.2	2.6	2.0	55.6
Twentynine Palms	2.6	3.6	5.9	7.9	10.1	11.2	11.2	10.3	8.6	5.9	3.4	2.2	82.9
Victorville	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
SAN DIEGO													
Chula Vista	2.2	2.7	3.4	3.8	4.9	4.7	5.5	4.9	4.5	3.4	2.4	2.0	44.2
Escondido SPV	2.4	2.6	3.9	4.7	5.9	6.5	7.1	6.7	5.3	3.9	2.8	2.3	54.2
SAN DIEGO													
Miramar	2.3	2.5	3.7	4.1	5.1	5.4	6.1	5.8	4.5	3.3	2.4	2.1	47.1
Oceanside	2.2	2.7	3.4	3.7	4.9	4.6	4.6	5.1	4.1	3.3	2.4	2.0	42.9
Otay Lake	2.3	2.7	3.9	4.6	5.6	5.9	6.2	6.1	4.8	3.7	2.6	2.2	50.4
Pine Valley	1.5	2.4	3.8	5.1	6.0	7.0	7.8	7.3	6.0	4.0	2.2	1.7	54.8
Ramona	2.1	2.1	3.4	4.6	5.2	6.3	6.7	6.8	5.3	4.1	2.8	2.1	51.6
San Diego	2.1	2.4	3.4	4.6	5.1	5.3	5.7	5.6	4.3	3.6	2.4	2.0	46.5
Santee	2.1	2.7	3.7	4.5	5.5	6.1	6.6	6.2	5.4	3.8	2.6	2.0	51.1
Torrey Pines	2.2	2.3	3.4	3.9	4.0	4.1	4.6	4.7	3.8	2.8	2.0	2.0	39.8
Warner Springs	1.6	2.7	3.7	4.7	5.7	7.6	8.3	7.7	6.3	4.0	2.5	1.3	56.0

Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
SAN FRANCISCO													
San Francisco	1.5	1.3	2.4	3.0	3.7	4.6	4.9	4.8	4.1	2.8	1.3	0.7	35.1
SAN JOAQUIN													
Farmington	1.5	1.5	2.9	4.7	6.2	7.6	8.1	6.8	5.3	3.3	1.4	0.7	50.0
Lodi West	1.0	1.6	3.3	4.3	6.3	6.9	7.3	6.4	4.5	3.0	1.4	0.8	46.7
Manteca	0.9	1.7	3.4	5.0	6.5	7.5	8.0	7.1	5.2	3.3	1.6	0.9	51.2
Stockton	0.8	1.5	2.9	4.7	6.2	7.4	8.1	6.8	5.3	3.2	1.4	0.6	49.1
Tracy	1.0	1.5	2.9	4.5	6.1	7.3	7.9	6.7	5.3	3.2	1.3	0.7	48.5
SAN LUIS OBISPO													
Arroyo Grande	2.0	2.2	3.2	3.8	4.3	4.7	4.3	4.6	3.8	3.2	2.4	1.7	40.0
Atascadero	1.2	1.5	2.8	3.9	4.5	6.0	6.7	6.2	5.0	3.2	1.7	1.0	43.7
Morro Bay	2.0	2.2	3.1	3.5	4.3	4.5	4.6	4.6	3.8	3.5	2.1	1.7	39.9
Nipomo	2.2	2.5	3.8	5.1	5.7	6.2	6.4	6.1	4.9	4.1	2.9	2.3	52.1
Paso Robles	1.6	2.0	3.2	4.3	5.5	6.3	7.3	6.7	5.1	3.7	2.1	1.4	49.0
San Luis Obispo	2.0	2.2	3.2	4.1	4.9	5.3	4.6	5.5	4.4	3.5	2.4	1.7	43.8
San Miguel	1.6	2.0	3.2	4.3	5.0	6.4	7.4	6.8	5.1	3.7	2.1	1.4	49.0
San Simeon	2.0	2.0	2.9	3.5	4.2	4.4	4.6	4.3	3.5	3.1	2.0	1.7	38.1
SAN MATEO													
Hal Moon Bay	1.5	1.7	2.4	3.0	3.9	4.3	4.3	4.2	3.5	2.8	1.3	1.0	33.7
Redwood City	1.5	1.8	2.9	3.8	5.2	5.3	6.2	5.6	4.8	3.1	1.7	1.0	42.8
Woodside	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
SANTA BARBARA													
Betteravia	2.1	2.6	4.0	5.2	6.0	5.9	5.8	5.4	4.1	3.3	2.7	2.1	49.1
Carpenteria	2.0	2.4	3.2	3.9	4.8	5.2	5.5	5.7	4.5	3.4	2.4	2.0	44.9
Cuyama	2.1	2.4	3.8	5.4	6.9	7.9	8.5	7.7	5.9	4.5	2.6	2.0	59.7
Goleta	2.1	2.5	3.9	5.1	5.7	5.7	5.4	5.4	4.2	3.2	2.8	2.2	48.1
Goleta Foothills	2.3	2.6	3.7	5.4	5.3	5.6	5.5	5.7	4.5	3.9	2.8	2.3	49.6
Guadalupe	2.0	2.2	3.2	3.7	4.9	4.6	4.5	4.6	4.1	3.3	2.4	1.7	41.1
Lompoc	2.0	2.2	3.2	3.7	4.8	4.6	4.9	4.8	3.9	3.2	2.4	1.7	41.1
Los Alamos	1.8	2.0	3.2	4.1	4.9	5.3	5.7	5.5	4.4	3.7	2.4	1.6	44.6
Santa Barbara	2.0	2.5	3.2	3.8	4.6	5.1	5.5	4.5	3.4	2.4	1.8	1.8	40.6
SANTA BARBARA													
Santa Maria	1.8	2.3	3.7	5.1	5.7	5.8	5.6	5.3	4.2	3.5	2.4	1.9	47.4
Santa Ynez	1.7	2.2	3.5	5.0	5.8	6.2	6.4	6.0	4.5	3.6	2.2	1.7	48.7
Sisquoc	2.1	2.5	3.8	4.1	6.1	6.3	6.4	5.8	4.7	3.4	2.3	1.8	49.2
Solvang	2.0	2.0	3.3	4.3	5.0	5.6	6.1	5.6	4.4	3.7	2.2	1.6	45.6
SANTA CLARA													
Gilroy	1.3	1.8	3.1	4.1	5.3	5.6	6.1	5.5	4.7	3.4	1.7	1.1	43.6
Los Gatos	1.5	1.8	2.8	3.9	5.0	5.6	6.2	5.5	4.7	3.2	1.7	1.1	42.9
Morgan Hill	1.5	1.8	3.4	4.2	6.3	7.0	7.1	6.0	5.1	3.7	1.9	1.4	49.5
Palo Alto	1.5	1.8	2.8	3.8	5.2	5.3	6.2	5.6	5.0	3.2	1.7	1.0	43.0
San Jose	1.5	1.8	3.1	4.1	5.5	5.8	6.5	5.9	5.2	3.3	1.8	1.0	45.3
SANTA CRUZ													
De Laveaga	1.4	1.9	3.3	4.7	4.9	5.3	5.0	4.8	3.6	3.0	1.6	1.3	40.8
Green Valley Rd	1.2	1.8	3.2	4.5	4.6	5.4	5.2	5.0	3.7	3.1	1.6	1.3	40.6
Santa Cruz	1.5	1.8	2.6	3.5	4.3	4.4	4.8	4.4	3.8	2.8	1.7	1.2	36.6
Watsonville	1.5	1.8	2.7	3.7	4.6	4.5	4.9	4.2	4.0	2.9	1.8	1.2	37.7
Webb	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.2

Appendix A - Reference Evapotranspiration (ET_o) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET _o
SHASTA													
Burney	0.7	1.0	2.1	3.5	4.9	5.9	7.4	6.4	4.4	2.9	0.9	0.6	40.9
Fall River Mills	0.6	1.0	2.1	3.7	5.0	6.1	7.8	6.7	4.6	2.8	0.9	0.5	41.8
Glenburn	0.6	1.0	2.1	3.7	5.0	6.3	7.8	6.7	4.7	2.8	0.9	0.6	42.1
McArthur	0.7	1.4	2.9	4.2	5.6	6.9	8.2	7.2	5.0	3.0	1.1	0.6	46.8
Redding	1.2	1.4	2.6	4.1	5.6	7.1	8.5	7.3	5.3	3.2	1.4	0.9	48.8
SIERRA													
Downieville	0.7	1.0	2.3	3.5	5.0	6.0	7.4	6.2	4.7	2.8	0.9	0.6	41.3
Sierraville	0.7	1.1	2.2	3.2	4.5	5.9	7.3	6.4	4.3	2.6	0.9	0.5	39.6
SISKIYOU													
Happy Camp	0.5	0.9	2.0	3.0	4.3	5.2	6.1	5.3	4.1	2.4	0.9	0.5	35.1
MacDoel	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
Mt Shasta	0.5	0.9	2.0	3.0	4.5	5.3	6.7	5.7	4.0	2.2	0.7	0.5	36.0
Tule Lake FS	0.7	1.3	2.7	4.0	5.4	6.3	7.1	6.4	4.7	2.8	1.0	0.6	42.9
Weed	0.5	0.9	2.0	2.5	4.5	5.3	6.7	5.5	3.7	2.0	0.9	0.5	34.9
Yreka	0.6	0.9	2.1	3.0	4.9	5.8	7.3	6.5	4.3	2.5	0.9	0.5	39.2
SOLANO													
Dixon	0.7	1.4	3.2	5.2	6.3	7.6	8.2	7.2	5.5	4.3	1.6	1.1	52.1
Fairfield	1.1	1.7	2.8	4.0	5.5	6.1	7.8	6.0	4.8	3.1	1.4	0.9	45.2
Hastings Tract	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Putah Creek	1.0	1.6	3.2	4.9	6.1	7.3	7.9	7.0	5.3	3.8	1.8	1.2	51.0
Rio Vista	0.9	1.7	2.8	4.4	5.9	6.7	7.9	6.5	5.1	3.2	1.3	0.7	47.0
Suisun Valley	0.6	1.3	3.0	4.7	5.8	7.0	7.7	6.8	5.3	3.8	1.4	0.9	48.3
Winters	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
SONOMA													
Bennett Valley	1.1	1.7	3.2	4.1	5.5	6.5	6.6	5.7	4.5	3.1	1.5	0.9	44.4
Cloverdale	1.1	1.4	2.6	3.4	5.0	5.9	6.2	5.6	4.5	2.8	1.4	0.7	40.7
Fort Ross	1.2	1.4	2.2	3.0	3.7	4.5	4.2	4.3	3.4	2.4	1.2	0.5	31.9
Healdsburg	1.2	1.5	2.4	3.5	5.0	5.9	6.1	5.6	4.5	2.8	1.4	0.7	40.8
Lincoln	1.2	1.7	2.8	4.7	6.1	7.4	8.4	7.3	5.4	3.7	1.9	1.2	51.9
Petaluma	1.2	1.5	2.8	3.7	4.6	5.6	4.6	5.7	4.5	2.9	1.4	0.9	39.6
Santa Rosa	1.2	1.7	2.8	3.7	5.0	6.0	6.1	5.9	4.5	2.9	1.5	0.7	42.0
Valley of the Moon	1.0	1.6	3.0	4.5	5.6	6.6	7.1	6.3	4.7	3.3	1.5	1.0	46.1
Windsor	0.9	1.6	3.0	4.5	5.5	6.5	6.5	5.9	4.4	3.2	1.4	1.0	44.2
Denair	1.0	1.9	3.6	4.7	7.0	7.9	8.0	6.1	5.3	3.4	1.5	1.0	51.4
La Grange	1.2	1.5	3.1	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Modesto	0.9	1.4	3.2	4.7	6.4	7.7	8.1	6.8	5.0	3.4	1.4	0.7	49.7
Newman	1.0	1.5	3.2	4.6	6.2	7.4	8.1	6.7	5.0	3.4	1.4	0.7	49.3
STANISLAUS													
Oakdale	1.2	1.5	3.2	4.7	6.2	7.7	8.1	7.1	5.1	3.4	1.4	0.7	50.3
Patterson	1.3	2.1	4.2	5.4	7.9	8.6	8.2	6.6	5.8	4.0	1.9	1.3	57.3
Turlock	0.9	1.5	3.2	4.7	6.5	7.7	8.2	7.0	5.1	3.4	1.4	0.7	50.2
SUTTER													
Nicolaus	0.9	1.6	3.2	4.9	6.3	7.5	8.0	6.9	5.2	3.4	1.5	0.9	50.2
Yuba City	1.3	2.1	2.8	4.4	5.7	7.2	7.1	6.1	4.7	3.2	1.2	0.9	46.7
TEHAMA													
Corning	1.2	1.8	2.9	4.5	6.1	7.3	8.1	7.2	5.3	3.7	1.7	1.1	50.7
Gerber	1.0	1.8	3.5	5.0	6.6	7.9	8.7	7.4	5.8	4.1	1.8	1.1	54.7
Gerber Dryland	0.9	1.6	3.2	4.7	6.7	8.4	9.0	7.9	6.0	4.2	2.0	1.0	55.5
Red Bluff	1.2	1.8	2.9	4.4	5.9	7.4	8.5	7.3	5.4	3.5	1.7	1.0	51.1

Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
TRINITY													
Hay Fork	0.5	1.1	2.3	3.5	4.9	5.9	7.0	6.0	4.5	2.8	0.9	0.7	40.1
Weaverville	0.6	1.1	2.2	3.3	4.9	5.9	7.3	6.0	4.4	2.7	0.9	0.7	40.0
TULARE													
Alpaugh	0.9	1.7	3.4	4.8	6.6	7.7	8.2	7.3	5.4	3.4	1.4	0.7	51.6
Badger	1.0	1.3	2.7	4.1	6.0	7.3	7.7	7.0	4.8	3.3	1.4	0.7	47.3
Delano	1.1	1.9	4.0	4.9	7.2	7.9	8.1	7.3	5.4	3.2	1.5	1.2	53.6
Dinuba	1.1	1.5	3.2	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Lindcove	0.9	1.6	3.0	4.8	6.5	7.6	8.1	7.2	5.2	3.4	1.6	0.9	50.6
Porterville	1.2	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.3	3.4	1.4	0.7	52.1
Visalia	0.9	1.7	3.3	5.1	6.8	7.7	7.9	6.9	4.9	3.2	1.5	0.8	50.7
TUOLUMNE													
Groveland	1.1	1.5	2.8	4.1	5.7	7.2	7.9	6.6	5.1	3.3	1.4	0.7	47.5
Sonora	1.1	1.5	2.8	4.1	5.8	7.2	7.9	6.7	5.1	3.2	1.4	0.7	47.6
VENTURA													
Camarillo	2.2	2.5	3.7	4.3	5.0	5.2	5.9	5.4	4.2	3.0	2.5	2.1	46.1
Oxnard	2.2	2.5	3.2	3.7	4.4	4.6	5.4	4.8	4.0	3.3	2.4	2.0	42.3
Piru	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Port Hueneme	2.0	2.3	3.3	4.6	4.9	4.9	4.9	5.0	3.7	3.2	2.5	2.2	43.5
Thousand Oaks	2.2	2.6	3.4	4.5	5.4	5.9	6.7	6.4	5.4	3.9	2.6	2.0	51.0
Ventura	2.2	2.6	3.2	3.8	4.6	4.7	5.5	4.9	4.1	3.4	2.5	2.0	43.5
YOLO													
Bryte	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
Davis	1.0	1.9	3.3	5.0	6.4	7.6	8.2	7.1	5.4	4.0	1.8	1.0	52.5
Esparto	1.0	1.7	3.4	5.5	6.9	8.1	8.5	7.5	5.8	4.2	2.0	1.2	55.8
Winters	1.7	1.7	2.9	4.4	5.8	7.1	7.9	6.7	5.3	3.3	1.6	1.0	49.4
Woodland	1.0	1.8	3.2	4.7	6.1	7.7	8.2	7.2	5.4	3.7	1.7	1.0	51.6
Zamora	1.1	1.9	3.5	5.2	6.4	7.4	7.8	7.0	5.5	4.0	1.9	1.2	52.8
YUBA													
Browns Valley	1.0	1.7	3.1	4.7	6.1	7.5	8.5	7.6	5.7	4.1	2.0	1.1	52.9
Brownsville	1.1	1.4	2.6	4.0	5.7	6.8	7.9	6.8	5.3	3.4	1.5	0.9	47.4
* The values in this table were derived from:													
1) California Irrigation Management Information System (CIMIS);													
2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and													
3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426													

SECTION B. WATER BUDGET CALCULATIONS

Section B1. Maximum Applied Water Allowance (MAWA)

The project's Maximum Applied Water Allowance shall be calculated using this equation:

$$\text{MAWA} = (\text{ET}_o) (0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

where:

- MAWA = Maximum Applied Water Allowance (gallons per year)
- ET_o = Reference Evapotranspiration from Appendix A (inches per year)
- 0.7 = ET Adjustment Factor (ETAF)
- LA = Landscaped Area includes Special Landscape Area (square feet)
- 0.62 = Conversion factor (to gallons per square foot)
- SLA = Portion of the landscape area identified as Special Landscape Area (square feet)
- 0.3 = the additional ET Adjustment Factor for Special Landscape Area (1.0 - 0.7 = 0.3)

Maximum Applied Water Allowance = _____ gallons per year

Show calculations.

Effective Precipitation (Eppt)

If considering Effective Precipitation, use 25% of annual precipitation. Use the following equation to calculate Maximum Applied Water Allowance:

$$\text{MAWA} = (\text{ET}_o - \text{Eppt}) (0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

Maximum Applied Water Allowance = _____ gallons per year

Show calculations.

Section B2. Estimated Total Water Use (ETWU)

The project's Estimated Total Water Use is calculated using the following formula:

$$ETWU = (ETo)(0.62) \left(\frac{PF \times HA}{IE} + SLA \right)$$

where:

- ETWU = Estimated total water use per year (gallons per year)
- ETo = Reference Evapotranspiration (inches per year)
- PF = Plant Factor from WUCOLS (see Definitions)
- HA = Hydrozone Area [high, medium, and low water use areas] (square feet)
- SLA = Special Landscape Area (square feet)
- 0.62 = Conversion Factor (to gallons per square foot)
- IE = Irrigation Efficiency (minimum 0.71)

Hydrozone Table for Calculating ETWU

Please complete the hydrozone table(s). Use as many tables as necessary.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)	Area (HA) (square feet)	PF x HA (square feet)
			Sum	
	SLA			

Estimated Total Water Use = _____ gallons

Show calculations.

Appendix C – Sample Certificate of Completion.

CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Project Address and Location:

Street Address	Parcel, tract or lot number, if available.	
City	Latitude/Longitude (optional)	
State	Zip Code	

Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

Property Owner Signature Date

Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the local agency _____
2. Date the Landscape Documentation Package was approved by the local agency _____
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor _____

PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been substantially completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule on controller per ordinance Section 492.10.

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

Attach schedule of Landscape and Irrigation Maintenance per ordinance Section 492.11.

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report per ordinance Section 492.12.

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per ordinance Section 492.5.

Attach documentation verifying implementation of recommendations from soil analysis report per ordinance Section 492.5.

APPENDIX E

City of Winters Master Tree List

City of Winters

Master Street Tree List

Botanical Name	Common Name		Height	Flowering	Autumn Color	Winter Interest	Soil	Shade	Structure
<i>Acer buergerianum</i>	Trident Maple	M	30						M X
<i>Acer campestre</i>	Hedge Maple	S	30						M X
<i>Acer freemanii</i>	Maple, 'Autumn Blaze'	L	50						M X
<i>Acer platanoides</i>	Easy Street Maple, 'Ezestre'	M	20						M
<i>Acer rubrum</i>	Maple, 'October Glory'	M	30						M X
<i>Acer truncatum x plat.</i>	Pacific / Norwegian Sunset Maple	M	25						M
<i>Arbutus undedo</i>	Strawberry Tree, 'Marina'	S	20	X	X				M X
<i>Brachychiton populneus</i>	Bottle Tree	L	60	X	X				M X
<i>Carpinus betulus</i>	European Hornbeam	M	40						M X
<i>Cedrus deodara</i>	Deodar Cedar	L	30	X		X			M X
<i>Celtis australis</i>	European Hackberry	L	35						M X
<i>Ceratonia siliqua</i>	Carob	M	25	X					M X
<i>Cercidium x 'Desert Museum'</i>	Desert Museum Palo Verde	M	25	X		X			M
<i>Cercis reniformis</i>	Redbud, 'Oklahoma'	S	20		X				S X
<i>Chilopsis linearis</i>	Desert Willow	S	20		X	X			M X
<i>Cornus controversa</i>	Giant Dogwood	M	30						S
<i>Diospyros virginiana</i>	Persimmon (male clones)	M	20						M
<i>Fraxinus americana</i>	White Ash, 'Autumn Purple'	L	35						M X
<i>Fraxinus americana</i>	White Ash, 'Chicago Regal'	L	35						M X
<i>Ginkgo biloba</i>	Ginkgo, 'Autumn Gold' (male clones)	L	30						S X
<i>Gymnocladus dioica</i>	Kentucky Coffee Tree (male clones)	L	30						M X
<i>Koelreuteria bipinnata</i>	Chinese Flame Tree	M	30			X			M X
<i>Koelreuteria elegans</i>	Formosan Flame Tree / Flamegold	M	25						M
<i>Koelreuteria paniculata</i>	Goldenrain Tree	M	30			X			M X
<i>Lagerstroemia indica x L. faurii clones</i>	Crape Myrtle	S	20			X			M X
<i>Laurus nobilis</i>	Grecian Laurel	M	25	X					S X
<i>Liriodendron tulipifera</i>	Tulip Tree	L	30			X			F
<i>Magnolia grandiflora</i>	Southern Magnolia	L	30			X			M X
<i>Malus</i>	Flowering Crabapple, 'Snowdrift', 'Golden Raindrops'	S	20			X			M
<i>Malus arnoldiana</i>	Arnold Crabapple	S	20			X			M X
<i>Metasequoia glyptostroboides</i>	Dawn Redwood	L	25						M
<i>Olea europaea</i>	Fruitless Olive, 'Swan Hill'	M	25	X					S X
<i>Pinus canariensis</i>	Canary Island Pine	L	30	X					F X
<i>Pistacia chinensis</i>	Chinese Pistache - Fruitless Varieties Only, 'Keith Davey' (male clones)	L	30						M X

<u>Pistacia chinensis</u>	Chinese Pistache - Fruitless Varieties Only, 'Pearl Street', 'Red Push' (male clones)	L	30			M	X
<u>Platanus acerifolia</u>	London Plane, 'Bloodgood'	L	35			M	X
<u>Platanus acerifolia</u>	London Plane, 'Yarwood'	L	35			M	X
<u>Platanus orientalis</u>	Oriental Plane	L	35			M	X
<u>Platanus x hispanica</u>	London Plane, 'Columbia'	L	30			M	X
<u>Prosopis alba</u>	Colorado Mesquite, 'Colorado'	M	25	X		X	M
<u>Pyrus calleryana</u>	Pear, 'Trinity' and 'Chanticleer'	M	20		X		F
<u>Quercus agrifolia</u>	Coast Live Oak	L	35	X		X	M X
<u>Quercus buckleyi</u>	Texas Red Oak	L	35			X	M X
<u>Quercus douglasii</u>	Blue Oak	L	35			X	S X
<u>Quercus frainetto</u>	Oak, 'Forest Green'	M	35			X	M X
<u>Quercus ilex</u>	Holly Oak	L	35	X			M
<u>Quercus lobata</u>	Valley Oak	L	35			X	M X
<u>Quercus robur</u>	English Oak	L	35				M X
<u>Quercus shumardii</u>	Shumard Red Oak	L	35			X	M X
<u>Quercus suber</u>	Cork Oak	L	35	X		X	M X
<u>Quercus virginiana</u>	Southern Live Oak	L	35	X			M
<u>Quercus wislizenii</u>	Interior Live Oak	L	35	X		X	M X
<u>Sequoia sempervirens</u>	Coast Redwood	L	25	X			F X
<u>Syringa reticulata</u>	Ivory Silk Japanese Tree Lilac	M	20		X		M
<u>Taxodium distichum</u>	Montezuma Bald Cypress	L	30				M X
<u>Tilia cordata</u>	Littleleaf Linden	M	30				M X
<u>Ulmus parvifolia</u>	Chinese Elm, Upright Varieties, 'Athena', 'Allee'	L	30				F X
<u>Ulmus wilsoniana</u>	Hybrid Elms, 'Frontier', 'Prospector', 'Accolade', 'Pioneer'	M	25				M X
<u>Vitex agnus-castus</u>	Chaste Tree	S	20		X	X	S X
<u>Xylosma congestum</u>	Shiny Xylosma	S	20	X			F
<u>Zelkova serrata</u>	Zelkova, Green Vase, Utility cut	L	35			X	M X

Crown Diameter:

If the sun were directly above the tree, the crown diameter would be the width of the shade pattern. Estimate at full growth (about 15 years).

Size (small, medium, large):

Estimated height at maturity. May vary due to soil, climate, and other growing conditions.

Small = 15 to 25 feet

Medium = 25 to 40 feet

Large = More than 40 feet

Growth Rate (slow, moderate, fast)

Estimated growth rate per year. May vary due to soil climate, and other growing conditions.

Slow = 18 inches or less

Moderate = 18 to 30 inches

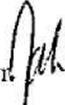
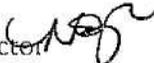
Fast = More than 30 inches

Street Tree:

Trees not marked Street Tree should not be planted in parkways or street easements.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: August 16, 2011
THROUGH: John W. Donlevy, Jr., City Manager. 
FROM: Nelia C. Dyer, Community Development Director. 
SUBJECT: Public Hearing, Waive First Reading, Read by Title Only and Introduce Ordinance Amending the text of the Winters Municipal Code (WMC), Chapter 17.36 (Design Review)

RECOMMENDATION: Staff recommends that the City Council take the following actions: 1) Receive the staff report; 2) Conduct the Public Hearing to solicit public comment; and 3) Waive First Reading, Read by Title Only and Introduce the Ordinance Amending the text of the Winters Municipal Code (WMC), Chapter 17.36 (Design Review)

PROPOSED AMENDMENTS TO WINTERS MUNICIPAL CODE: To ensure that the Grant Avenue Design Guidelines will be followed by developers and design professionals, staff is of the opinion that the Winters Municipal Code, Chapter 17.36 (Design Guidelines) should be amended to specifically mention the Grant Avenue Design Guidelines. In addition, staff recommends that Form Based Code also be listed in the same section.

Staff also recommends that consideration of site plan applications by the economic development commission be removed from WMC Section 17.36.030 (Design review procedures - Site plan submittal) since this commission is not active at this time and will not be until the City Council reestablishes this commission.

The proposed amendments are as follows:

17.36.030 Design review procedures—Site plan submittal.
Design review shall be accomplished pursuant to site plan review.

~~A. Site plan applications for design review involving commercial development shall first be considered by the economic development commission, who may make a recommendation on the project and any conditions of approval to the planning commission.~~

~~B. A. The planning commission shall also review the site plan application where site improvements involving landscaping or parking lots are proposed.~~

~~C. B. The planning commission shall consider any recommendations of the economic development commission prior to taking action on a site plan for design review. The planning commission may consider a site plan for design review concurrently with other applications for a project (such as a use permit) which requires planning commission action. A public hearing shall be held to consider the site plan, noticed pursuant to the requirements contained in Section 17.16.040. (Ord. 2001-04 (part); prior code § 8-1.4211 (C))~~

17.36.040 Criteria for review.

F. Achieve conformity with the Winters design guidelines, *Form Based Code for Downtown Winters (Chapter 17,58), and the Grant Avenue Design Guidelines, as applicable.*

PROJECT NOTIFICATION: Public notice for the public hearing on this project was prepared by the Community Development Director in accordance with notification procedures set forth in the City of Winters' Municipal Code and State Planning Law. A legal notice was published in the Winters Express on Thursday, August 4, 2011. Copies of the staff report and all attachments for the proposed project have been on file, available for public review at City Hall since Thursday, August 11, 2011.

ENVIRONMENTAL ASSESSMENT: The proposed ordinance is exempt from the CEQA under Section 15061(b)(3) and 15308 of the CEQA Guidelines.

RECOMMENDATION: Staff recommends that the City Council make the affirmative motion as follows:

I MOVE THAT THE CITY COUNCIL OF THE CITY OF WINTERS WAIVE THE FIRST READING, READ BY TITLE ONLY, AND INTRODUCE AN ORDINANCE AMENDING CHAPTER 17.36 OF THE WINTERS MUNICIPAL CODE PERTAINING TO DESIGN REVIEW.

ATTACHMENT:

An Ordinance amending Chapter 17.36 of the Winters Municipal Code pertaining to Design Review

ORDINANCE No. 2011-XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING CHAPTER 17.36 OF THE WINTERS MUNICIPAL CODE
PERTAINING TO DESIGN REVIEW**

WHEREAS, Chapter 17.36 of the Winters Municipal Code governs design review of residential and commercial site development plans in the City of Winters; and

WHEREAS, the Winters Municipal Code Section 17.36.030 (A) states that site plan application for design review involving commercial development shall first be considered by the economic development commission, who may make a recommendation on the project and any conditions of approval to the planning commission;

WHEREAS, the Winters Municipal Code Section 17.36.030 (C) states that the planning commission shall consider any recommendations of the economic development commission prior to taking action on a site plan for design review;

WHEREAS, City staff is of the opinion that this section should be amended to omit these requirements since the economic development commission is not active at this time and will not be until the City Council reestablishes this commission;

WHEREAS, the Winters Municipal Code Section 17.36.040 (F) states that a site plan shall achieve conformity with the Winters design guidelines, as applicable;

WHEREAS, City staff is of the opinion that the Winters Municipal Code should be amended to include the Form Based Code for Downtown Winters (Chapter 17.58) and the City of Winters Grant Avenue Design Guidelines to ensure that the code and guidelines are followed;

WHEREAS, in accordance with the above, Chapter 17.36 of the Winters Municipal Code was revised by City staff and is hereby submitted to City Council for adoption as Ordinance No. 2011-XX;

WHEREAS, the amendments to the Chapter 17.36 are exempt from the California Environmental Quality Act pursuant to Sections 15061 (b)(3) and 15308; and

WHEREAS, on July 26, 2011, the Planning Commission of the City of Winters held a noticed public hearing and recommended approval of Ordinance 2011-XX to the City Council; and

WHEREAS, the City Council of the City of Winters conducted a duly noticed public hearing on August 16, 2011 at City Hall, 318 1st Street, Winters, CA 95694. Notice of the time, place, and purpose of the aforementioned meeting was duly noticed in accordance with Government Code 65090.

THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT.

- A. Chapter 17.36, Section 17.36.030 (Design review procedures—Site plan submittal) is amended to read as follows:

Design review shall be accomplished pursuant to site plan review.

~~A. Site plan applications for design review involving commercial development shall first be considered by the economic development commission, who may make a recommendation on the project and any conditions of approval to the planning commission.~~

~~B.~~ A. The planning commission shall also review the site plan application where site improvements involving landscaping or parking lots are proposed.

~~C.~~ B. ~~The planning commission shall consider any recommendations of the economic development commission prior to taking action on a site plan for design review.~~ The planning commission may consider a site plan for design review concurrently with other applications for a project (such as a use permit) which requires planning commission action. A public hearing shall be held to consider the site plan, noticed pursuant to the requirements contained in Section 17.16.040. (Ord. 2001-04 (part): prior code § 8-1.4211 (C))

- B. Chapter 17.36, Section 17.36.040 (F) is amended to read as follows:

F. Achieve conformity with the Winters design guidelines, *Form Based Code for Downtown Winters (Chapter 17.58)*, and the *Grant Avenue Design Guidelines*, as applicable.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after the date of its adoption. Within fifteen (15) days of its adoption it shall be posted in two (2) public places within the City of Winters and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City of Winters prior to the effective date.

INTRODUCED on the 16th day of August, 2011.

PASSED AND ADOPTED as an ordinance of the City of Winters at a regular meeting of said Council on the 6th day of September, 2011, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and City Councilmembers
DATE: August 16, 2011
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Public Hearing and Second Reading of Ordinance 2011-04, An Ordinance of the City Council of the City of Winters, to comply with the Voluntary Alternative Redevelopment Program pursuant to Part 1.9 of Division 24 of the California Health and Safety Code, as provided in AB 1X 27, in order to permit the continued existence and operation of the Community Development Agency of the City of Winters under threat of dissolution.

SUMMARY

The Governor recently signed into law Assembly Bill 1X 26 and Assembly Bill 1X 27 as part of the State budget package which have the combined effect of abolishing every redevelopment agency unless the community that created the agency agrees to pay a "community remittance" pursuant to AB 1X 27. The California Redevelopment Association ("CRA") and the League of California Cities (the "League") have filed a legal challenge to the bills, and to request a stay of their enforcement. If a stay is not granted, the City Council of the City of Winters must take certain actions over the next few months if it and the Community Development Agency of the City of Winters intend to meet this financial obligation and have the Agency remain in existence. This ordinance would allow the Agency to continue to operate, but also states that while the City currently intends to make these community remittances, any actual community remittances, if available, will be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, in the event that litigation results in a determination that AB 1X 26 and AB 1X 27 are unconstitutional.

BACKGROUND

The Community Development Agency of the City of Winters ("Agency") was created by the City Council for the purposes of implementing redevelopment activities in the City. In 1992, the City

Alternative Redevelopment Program- Ordinance

Agenda Report- August 16, 2011

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Council adopted the Community Development Project Area Plan in accordance with the Community Redevelopment Law (Health and Safety Code § 33000 *et seq.*) ("CRL"). The Community Development Project Area was found to have a significant number of physical and economic blighting conditions that necessitated adoption of the Redevelopment Plan. The Redevelopment Plan authorizes the Agency to receive tax increment revenue to pay for programs and projects that address these conditions consistent with the CRL.

In January, 2011, the Governor announced his intent to eliminate redevelopment agencies as a way to help balance the State budget. The Legislature then enacted and the Governor signed, Assembly Bill 1X 26 and Assembly Bill 1X 27; many believe these bills violate a number of provisions in the California Constitution, including the recently enacted Proposition 22. These bills took effect on June 29, 2011.

Assembly Bill 1X 26 immediately suspended all new redevelopment activities and incurrence of indebtedness, and dissolves redevelopment agencies effective October 1, 2011 (the "Dissolution Act"). It does this by terminating virtually all otherwise legal functions of the redevelopment agency and mandating a liquidation of any assets for the benefit of local taxing agencies. Some debts would be allowed to be repaid, but any such remittances would be managed by a successor agency, that would function primarily as a debt repayment administrator. The successor agency could not continue or initiate any new redevelopment projects or programs. The activities of the successor agency would be overseen by an oversight board, comprised of representatives of other taxing agencies, until such time as the remaining debts of the former redevelopment agency were paid off, all agency assets liquidated and all property taxes were redirected to local taxing agencies.

Assembly Bill 1X 27 allows a city or county that has a redevelopment agency to avoid the consequences of the Dissolution Act by adopting an ordinance stating it will comply with the alternative redevelopment program (the "Alternate Redevelopment Program") and pay specified "community remittances." For Fiscal Year 2011-12, the community remittances are calculated pursuant to a complex formula based on the State's stated objective of generating \$1.7 billion from all redevelopment agencies and agency revenues shown in the State Controller's report for 2008-09.

While the ordinance commits the City to make the community remittance, AB 1X 27 allows the City and the Agency to enter into a reimbursement agreement whereby the Agency agrees to transfer a portion of its tax increment to the City, in an amount not to exceed the annual community remittance, so that the City's general fund is not obligated. In addition, for 2011-12 only, an agency is exempted from the 20% housing set-aside requirement if the agency adopts a resolution finding that those funds are necessary to meet its debt obligations, including those under the city-agency agreement.

The State Director of Finance will notify the City of the actual amount of the 2011-12 community

remittance by August 1, 2011. In subsequent years, the community remittances will be smaller amounts, again determined by formulas set forth in the bill. The City can appeal the amount of its 2011-12 remittance by August 15, 2011, however the grounds for an appeal are quite narrow. The City's estimated community remittance for Fiscal Year 2011-12 is \$524,942.

The League and CRA are preparing a legal challenge to AB 1X 26 and AB 1X 27, but unless a stay is granted or the bills are overturned by the courts, they remain the law. It is the League and CRA's position that AB 1X 26 and 27 are inconsistent with various constitutional provisions which protect city and county property tax and redevelopment agency tax increment including, but not limited to, the provisions added by Proposition 22, approved by the voters in November 2010.

The proposed ordinance preserves the City's right to challenge the legality of AB 1X 26 and AB 1X 27 and states that the payment of any community remittance is made under protest. If the court grants a stay of the bills' enforcement, the City would not be obligated to make any community remittances for the duration of the stay. Additionally, the Ordinance provides that if AB 1X 26 and AB 1X 27 are invalidated, the Ordinance shall be invalidated and the City shall have the right to seek a refund.

DISCUSSION

Although the City has until November 1, 2011 to adopt the ordinance, if it has not done so by the end of September, the Council should adopt a resolution of intent before October 1, stating that it intends to adopt the ordinance, and send copies of the resolution to the Department of Finance, State Controller and County Auditor-Controller before October 1. Otherwise, the Agency will be deemed to be dissolved on October 1. It is only the adoption of the ordinance, however, that allows the Agency to continue its activities. It is for this reason that staff is recommending that the Council consider adopting the ordinance now.

AB 1X 27 provides that upon the enactment of the Ordinance agreeing to make the community remittance payments, the Agency shall be authorized to continue its activities.

CEQA

The City is the lead agency concerning the Ordinance pursuant to the California Environmental Quality Act (codified as Public Resources Code Sections 21000 et seq.) ("CEQA") and the State CEQA Guidelines. City staff has determined that the Ordinance is exempt from CEQA, pursuant to CEQA Guidelines Section 15378 (b)(4), because such authorizations are not considered a project subject to CEQA review. The community remittance is a government funding mechanism and fiscal activity, which does not involve any commitment to any specific project which may result in a potentially significant environmental impact.

FISCAL IMPACT

For the Agency, the Fiscal Year 2011-12 community remittance is estimated to be approximately \$524,942, based on preliminary calculations prepared by CRA. The Ordinance provides that no City General Fund money is pledged to make this payment. Subsequent annual community remittances will also be due, as determined based upon a formula set forth in AB 1X 27. The actual amounts that will be due are to be determined by the State Director of Finance. Under the Ordinance, the City reserves the right to appeal the State Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194, and any subsequent annual community remittance that may become due.

RECOMMENDED ACTION

That the City Council of the City of Winters adopt the attached Ordinance, determining that it will comply with the Voluntary Alternative Redevelopment Project pursuant to Part 1.9 of Division 24 of the Health and Safety Code, as provided in AB 1X 27.

ATTACHMENTS

Ordinance No.2011-04

ORDINANCE No. 2011-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS

WHEREAS, the City Council of the City of Winters (“City”) approved and adopted the Redevelopment Plan for the Winters Redevelopment Project (“Redevelopment Plan”) covering certain properties within the City (the “Project Area”); and

WHEREAS, the Community Development Agency of the City of Winters (“Agency”) is engaged in activities to execute and implement the Redevelopment Plan pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) (“CRL”); and

WHEREAS, since adoption of the Redevelopment Plan, the Agency has undertaken redevelopment projects in the Project Area to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into partnerships with private industries to create jobs and expand the local economy; and

WHEREAS, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the Project Area’s economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure, to name a few; and

WHEREAS, as part of the 2011-2012 State budget bill, the California Legislature has recently enacted, and the Governor has signed, companion bills AB 1X 26 and AB 1X 27, requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, specifically, AB 1X 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011; and

WHEREAS, once a redevelopment agency is dissolved, AB1X26 makes its existing assets and future property tax revenues available for use by third parties for their own benefit; and

WHEREAS, AB 1X 27 provides that a community may participate in an “Alternative Voluntary Redevelopment Program,” in order to enable a redevelopment agency within that

community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires that the community agree by ordinance to remit specified annual amounts to the county auditor-controller; and

WHEREAS, under the threat of dissolution pursuant to AB 1X 26, and upon the contingencies and reservations set forth herein, the City shall make the Fiscal Year 2011-2012 community remittance, currently estimated to be Five Hundred Twenty-Four Thousand Nine Hundred Forty-Two Dollars (\$524,942), as well as the subsequent annual community remittances as set forth in the CRL; and

WHEREAS, the City reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-2012 community remittance, as provided in Health and Safety Code Section 34194; and

WHEREAS, while the City currently intends to make these community remittances, they shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional; and

WHEREAS, the City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of AB 1X 26 and AB 1X 27 on behalf of the City and/or Agency; and

WHEREAS, to the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligation of AB 1X 26 and AB 1X 27, the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. **Participation in the Alternative Voluntary Redevelopment Program.** In accordance with Health and Safety Code Section 34193, and based on the Recitals set forth above, the City Council hereby determines that the City shall comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as enacted by AB 1X 27.

Section 3. **Payment Under Protest.** Except as set forth in Section 4, below, the City Council hereby determines that the City shall make the community remittances set forth in Health

and Safety Code section 34194 *et seq.*

Section 4. Effect of Stay or Determination of Invalidity. City shall not make any community remittance in the event a court of competent jurisdiction either grants a stay on the enforcement of AB 1X 26 and AB 1X 27 or determines that AB 1X 26 and AB 1X 27 are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the City's right to recover such amount and interest thereon in the event that there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional. If there is a final determination that AB 1X 26 and AB 1X 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect.

Section 5. Implementation. The City Council hereby authorizes and directs the City Manager to take any action and execute any documents necessary to implement this Ordinance, including but not limited to notifying the Yolo County Auditor-Controller, the Controller of the State of California, and the California Department of Finance of the adoption of this Ordinance and the City's agreement to comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as set forth in AB 1X 27.

Section 6. Additional Understandings and Intent. It is the understanding and intent of the City Council that, once the Agency is again authorized to enter into agreements under the CRL, the City will enter into an agreement with the Agency as authorized pursuant to Section 34194.2, whereby the Agency will transfer annual portions of its tax increment to the City in amounts not to exceed the annual community remittance payments to enable the City, directly or indirectly, to make the annual remittance payments. The City Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or assets to make the remittance payments.

Section 7. CEQA. The City Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") in that it is not a "project," but instead consists of the creation and continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Yolo in accordance with CEQA Guidelines.

Section 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office located at 318 First Street, Winters, CA 95694. The custodian for these records is the City Clerk.

Section 9. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 10. Certification; Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City of Winters and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code § 36933.

Section 11. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

This ordinance was introduced, and the title thereof read at the regular meeting of the City Council on August 2, 2011, and adopted, after the second reading and public hearing, at the regular meeting of the City Council on August 16, 2011.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Winters, State of California, this 16th day of August, 2011, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 16, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: John C. Wallace, City Attorney
SUBJECT: Agenda Item – Medical Marijuana Dispensaries

RECOMMENDATION: That the City Council hold a public hearing on the adoption of Ordinance 2011-05, An Ordinance Amending the Winters Municipal Code, including the zoning code to Prohibit The Establishment and Operation of Businesses and Uses Prohibited by State or Federal Law (this would include medical marijuana dispensaries). That the City Council then introduce the Ordinance, and schedule the second reading and adoption for September 5, 2011.

BACKGROUND:

The City of Winters has received inquiries from individuals and organizations wanting to operate a Medical Marijuana Dispensary as allowed under California law. The City of Winters City Council has adopted interim ordinances temporarily prohibiting the operation or use of such dispensaries pending study by the Planning Commission and staff, and further action by the Winters City Council. Staff has studied the issue thoroughly. Staff has met with those interested in operating dispensaries in Winters, with law enforcement personnel both inside and outside the City, and has discussed the issue with other cities. Information and conclusions of staff are as follows:

Far more cities and counties in California prohibit dispensaries than allow them. Americans for Safe Access says 133 cities have banned dispensaries and 99 have moratoriums, while nine counties have bans and 15 have moratoriums.

Only 38 cities and nine counties allow dispensaries. Based on discussions with other City Attorneys and law enforcement personnel (YONET), and review of neighboring cities represented (Sacramento, West Sacramento, Woodland, Davis, Galt, Rio Vista), and website contact with the status of various cities (Santa Barbara, San Jose, Corning, Rancho Mirage, San Diego, Alameda), these difficulties are present:

1. Difficulty in regulation. Please refer to the Legal Background which follows for specifics. Dispensaries are required to comply with a host of state laws to operate, the result of both Proposition 215 and the following state law (MMP). These include non-profit status, proximity to schools, restrictions on personal amounts, and medical clearance. Because of the burden of constant monitoring and auditing, and because of the increase in criminal activity associated with dispensaries, most jurisdictions have opted out. This includes all of Yolo County.
2. Criminal use of Prop. 215. Marijuana dealers have used Prop 215 and state laws exempting personal use from criminal enforcement to use dispensaries as fronts for sales of marijuana to people other than the seriously ill. Even in this area, massive amounts of income and sales, including diversion of funds to offshore accounts in excess of one million dollars, have been found by YONET. Since dispensaries are known to have large amounts of cash, armed robberies have occurred all across California (6 in San Jose alone in I think a 1 year period).
3. Citizen abuse of Prop. 215. Both Prop. 215 and the MMP make it clear that the compassionate use act (CUA) is for the seriously ill. Medical Marijuana Cards are now a cottage industry, and cards can be obtained cheaply using almost any complaint. I think writer's cramp was included in one list. In the case of a Southern California TV station sending out staff to get card, a woman obtained a card because her heels hurt when she wore high heels. In a real sense Proposition 19 (making marijuana legal in California) is here. The State original intention was much different:

The state of California requires that an individual looking to use marijuana for medical purposes have a serious medical condition and a physician's recommendation for treatment. Qualifying medical conditions include AIDS, anorexia, arthritis, cachexia, cancer, glaucoma, migraine headaches, muscle spasms, multiple sclerosis, seizures, epilepsy and severe nausea. Individuals with chronic pain may also qualify for treatment.

With the marketing of these cards by clinics using the internet, "serious medical condition" has become a matter of subjective complaints. .

4. Dispensaries are not required. Citizens who have the serious illness or condition listed by state law can have 6-12 plants growing on their own residential property, without the fear of law enforcement action. No expensive purchases required, no traveling. That is the compassionate

solution, and that is available. Further, Yolo County has issued 37 medical marijuana cards. A dispensary would attract users other than Winters citizenry.

Attached is documentation on which staff conclusions are based. The Winters Planning Commission has recommended adoption.

FISCAL IMPACT: If the ordinance is not adopted, the City of Winters may incur costs of thousands of dollars in either monitoring or regulating such dispensaries.

ORDINANCE NO. 2011-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, TO AMEND TITLE 5, CHAPTER 5.04, TITLE 17, CHAPTER 17.33, AND AMENDING TITLE 19, CHAPTER 19.33 OF THE WINTERS MUNICIPAL CODE TO PROHIBIT THE ESTABLISHMENT AND OPERATION OF BUSINESS AND USES PROHIBITED BY STATE OR FEDERAL LAW (INCLUDING MEDICAL MARIJUANA DISPENSARIES)

WHEREAS, The City Council of the City of Winters wishes to allow various and diverse uses of land, operations and businesses within Winters; and

WHEREAS, The City Council recognizes that certain uses of land, operations and businesses may be prohibited under state law or under federal law; and

WHEREAS, The City Council specifically has received interest in the operation of medical marijuana dispensaries in Winters; and

WHEREAS, The City Council has placed into effect interim moratorium ordinances to study the issue; and

WHEREAS, The City Council has determined that, because of the City's size and location, and economic status, the City of Winters has insufficient staff resources to properly regulate such dispensaries; and

WHEREAS, The City Council has determined that, because of the City's economic status, the operation of any businesses or other entity prohibited under state or under federal law will place additional burden on law enforcement personnel already operating at minimal levels; and

WHEREAS, The City Council wishes to ensure that all land uses, operations and businesses within the City are permitted under both state and federal law, in order to protect the health and welfare of residents of and visitors to Winters; and

WHEREAS, The City Council wishes to amend the Winters Municipal Code by amending various provisions of Title 5, to clarify that no business which is illegal under state or federal law may be licensed or operated in Winters, and amending various provisions of Title 17 and Title 19 to prohibit in all zones land uses that are illegal under either state or federal law (collectively a "Zoning Amendment"); and

WHEREAS, The Winters Planning Commission has recommended the adoption of this ordinance;

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

SECTION 1: INCORPORATION OF RECITALS/FINDINGS

The City Council hereby adopts the recitals and findings set forth above and in the staff report prepared in connection with this ordinance.

SECTION 2: PURPOSE

This ordinance, if adopted, will prohibit the establishment and/or operation of any businesses and uses prohibited by state and/or Federal Law. The ordinance, if adopted, will prohibit any such uses even where a conflict exists between state and federal law. Among other types of uses, this ordinance will effectively prohibit the establishment or operation of medical marijuana dispensaries within any zoning district in the City of Winters.

SECTION 3: AMENDMENT OF TITLE 5, CHAPTER 5.04

(a) Title 5, Chapter 5.04, Section 5.04.020 (Definitions) of the Winters Municipal Code is hereby amended by adding the following language at the beginning of the Section:

Words and phrases not specifically defined in this chapter shall have the meaning ascribed to them as defined in the following sources:

- A. Sections 17.04.140, 17.40.020 and other applicable sections of this code;
- B. The Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5);
- C. The Medical **Marijuana** Program Act (California Health and Safety Code Sections 11362.7 through 11362.83); and
- D. The California Attorney General's Guidelines for the Security and Non-Diversion of **Marijuana** Grown for Medical Use issued in August, 2008.

(b) Title 5, Chapter 5.04, Section 5.04.040 is hereby amended to read as follows:

5.04.040 License required; Illegal businesses prohibited.

No person shall transact and carry on a business in the city without first procuring a license therefore, except that no license shall be required of any person for any mere delivery in the City of any property purchased or acquired in good faith from such person at his or her regular place of business outside the city, where no intent by such person is shown to exist to evade the provisions of this article. Notwithstanding any provision of this Chapter, no person shall transact, perform, engage in and carry on in the City of Winters any business, trade, profession, calling, use or occupation that cannot be, or is not, conducted or carried out without being in violation of state or federal law, or this

code, and no license shall be issued for any such business, trade, profession, calling, use, or occupation.

There are imposed upon all persons engaged in business in the city, license taxes in the amounts hereinafter in this Chapter prescribed. It is unlawful for any person, either for himself or herself or for any person, to commence, transact or carry on any business in the city not excluded by this Chapter without having first procured a license from the City so to do, or without complying with any and all provisions contained in this chapter. The carrying on of any business without having a license hereunder from the City so to do, or without complying with any and all provisions of this Chapter shall constitute a separate violation of this Chapter for each and every day that such business is so carried on.

The license required to be obtained and the tax required to be paid are declared to be required pursuant to the taxing power of the city solely for the purpose of obtaining revenue.

SECTION 4: AMENDMENT OF TITLE 17, CHAPTER 17.04

(a) Title 17, Chapter 17.04, Section 7.04.140A of the Winters Municipal Code is hereby amended by adding the following:

Words and phrases not specifically defined in this chapter shall have the meaning ascribed to them as defined in the following sources:

- A. Other applicable sections of this Code;
- B. The Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5);
- C. The Medical **Marijuana** Program Act (California Health and Safety Code Sections 11362.7 through 11362.83); and
- D. The California Attorney General's Guidelines for the Security and Non-Diversion of **Marijuana** Grown for Medical Use issued in August, 2008.

Notwithstanding any provision of this Chapter or this Code to contrary, any land use that cannot be, or is not, conducted or carried out without being in violation of state or federal law, or of this Code, is a prohibited use in all zones and specific plan areas, and no variance shall be issued for such a use. Except as otherwise provided in this chapter:

(a) No building or part thereof or other structure, shall be erected, altered, added to or enlarged, nor shall any land, building, structure or premises be used, designated, or intended to be used for any purpose, or in any manner other than is included among uses hereinafter listed as permitted in the zone in which such buildings, land or premises is located.

(b) No building or part thereof or structure shall be erected, reconstructed or structurally altered to exceed in height the limit hereinafter designated for the zone in which said building is located.

(c) No building or part thereof or other structure shall be erected, nor shall any existing building be altered, enlarged, rebuilt, or moved into any zone, nor shall any open space be encroached upon or reduced in any manner, except in conformity to the yard, building site area, and building location regulations hereinafter designated for the zone in which such building or open space is located.

(d) No yard or other open space provided about any building for the purpose complying with the provisions of this Chapter shall be considered as providing a yard or open space for any other building, and no yard or other open space on one building site shall be considered as providing a yard or other open space for any other building site, except as otherwise provided in this ordinance.

(b) Title 17, Chapter 17.04, Section 7.04.140B (Definitions) of the Winters Municipal Code is hereby amended by adding the following:

“Medical Marijuana Dispensary” means any facility or location, whether fixed or mobile, where medical marijuana is made available to, distributed by, or distributed to one or more of the following: (1) a qualified patient, (2) a person with an identification card, or (3) a primary caregiver. All three of these terms are defined in strict accordance with California Health and Safety Code Section 11362.5 *et seq.* A medical marijuana dispensary is further defined as any place, location, building or establishment where medical cannabis is traded, exchanged, sold, distributed or cultivated which would otherwise require a business license, home occupation permit or any other use permit to conduct similar type activities. Unless otherwise regulated by this Code or applicable law, a “medical marijuana dispensary” shall not include the following uses: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code, a hearth care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code, a residential care facility for persons with chronic life-threatening illnesses licenses pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code, a residential hospice, or a home health agency pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as any such use complies strictly with both applicable federal or state law, including, but not limited to, Health and Safety Section 11362.5 *et seq.* Currently, Medical Marijuana dispensaries are prohibited from opening and operating within any zone in the city of Winters. At such time as both federal and state law change to allow the operation of medical marijuana dispensaries, such dispensaries shall be then allowed only in a zone district designated for medical offices and only if consistent with the applicable provisions of this Code and federal and state law.

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

SECTION 5: AMENDMENT OF TITLE 17, CHAPTER 17.52

Title 17, Chapter 17.52, Section 17.52.020 (Land Use/Zoning Matrix) of the Winters Municipal Code is hereby amended pursuant to this Ordinance as shown in Attachment 1.

SECTION 6: AMENDMENT OF TITLE 17, CHAPTER 17.58

Title 17, Chapter 17.58, Table 17.58-2 (Permitted Uses) of the Winters Municipal Code is hereby amended pursuant to this Ordinance as shown in Attachment 2, to reflect that any uses not consistent with state and federal law, including the operation of medical marijuana dispensaries, are not permitted in any zone districts in the City of Winters.

SECTION 7: AMENDMENT OF TITLE 19, CHAPTER 19.04

Title 19, Chapter 17.04, Section 19.04.030 of the Winters Municipal Code is hereby amended pursuant to this Ordinance by adding the following language at the end of the existing section:

- A. It is unlawful, and it shall be a public nuisance for any person owning, leasing, occupying or having charge or possession of any premises or property in the city to maintain a medical cannabis dispensary upon such premises or property.
- B. A medical cannabis dispensary is defined as any place, location, building or establishment where medical cannabis is traded, exchanged, sold, distributed or cultivated which would otherwise require a business license, home occupation permit, or any other use permit to conduct similar type activities.
- C. Notwithstanding the prohibition in subsection A, medical cannabis collectives and cooperatives formed in a manner consistent with California law and the California Attorney General’s Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August, 2008 shall be permitted to operate provided they do not sell, exchange, trade, distribute or cultivate medical Marijuana in a manner prohibited by subsection A, and that they do not exchange payment or gift in the form of money for such medical marijuana.

SECTION 8: ENVIRONMENTAL REVIEW

This ordinance is not subject to the California Environmental Quality Act ("CEQA" pursuant to 15060 (c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060 (c)(3) the activity is not a project as defined in 15378 of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment pending the completion of the contemplated studies. This ordinance also is exempt from CEQA pursuant to the "common sense" exemption under 15061(b)(3) of the CEQA Guidelines, because the City Council hereby determines and finds that there is no possibility that the ordinance may have a significant effect on the environment.

SECTION 9: EFFECTIVE DATE

This ordinance shall become effective October 5, 2011, provided it is published in full or in summary within fifteen (15) days after its adoption in a newspaper of general circulation.

This ordinance was introduced, after public hearing, and the title thereof read at the regular meeting of the City Council on August 16, 2011, and the second reading occurred at the regular meeting of the City Council on September 5, 2011.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Winters, State of California, this 5th day of September, 2011, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

KEITH FRIDAE, MAYOR

ATTEST:

NANCI G. MILLS, CITY CLERK

AMENDMENTS TO WINTERS MUNICIPAL CODE, SECTION 17.52.020 (LAND USE/ZONE MATRIX)

AGRICULTURAL USES																	
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D
Businesses and uses prohibited by State or Federal Law																	
COMMERCIAL AND OFFICE USES																	
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D
Businesses and uses prohibited by State or Federal Law																	
INDUSTRIAL USES																	
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D
Businesses and uses prohibited by State or Federal Law																	
PUBLIC & QUASI-PUBLIC USES																	
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D
Businesses and uses prohibited by State or Federal Law																	
RESIDENTIAL USES																	
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D
Businesses and uses prohibited by State or Federal Law																	
TEMPORARY USES																	
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D
Businesses and uses prohibited by State or Federal Law																	

AMENDMENT TO WINTERS MUNICIPAL CODE, TABLE 17.58-2: PERMITTED USES

Uses	Main Street		Railroad Avenue		Secondary Streets		Grant Avenue	
	D-A	D-B	D-A	D-B	D-A	D-B	D-A	D-B
Businesses and uses prohibited by State or Federal Law	N	N	N	N	N	N	N	N



TO: Honorable Mayor and Council Members
DATE: August 16, 2011
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nanci G. Mills, Director of Administrative Services
SUBJECT: Pool Update

RECOMMENDATION:

That the City Council receive information pertaining to the Bobbie Greenwood Community Swim Center provided by Pool Manager Justin Hyer.

BACKGROUND:

The Bobbie Greenwood Community Swim Center opened for recreation swim on June 4th and is scheduled to end August 14th. Four two-week sessions of swim lessons, as well as water aerobics, was offered during this time. During the recreation swim season, a lot of good things happened at the pool, which will be included in Justin's presentation.

FISCAL IMPACT:

None by this action.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 16, 2011
FROM: John W. Donlevy, Jr., City Manager *JWD*
SUBJECT: Disposition of Leases for City owned properties at 318 and 314 Railroad Ave.

RECOMMENDATION:

That the City Council:

1. Authorize Staff to resolve lease issues relevant to 314 Railroad Ave as per direction provided in Executive Session; and
2. Consolidate and/or Consider options for short term lease issues pertaining to both 314 and 318 Railroad Ave and advertise such to potential tenants for either or both locations; and
3. Authorize Staff to develop recommended leases based on implementation of the Downtown Hotel RFP Process.

BACKGROUND:

In April, 2010, the Winters Community Development Agency purchased the properties located at 314 and 318 Railroad Ave. for the location of a downtown hotel project as per the concepts within the Downtown Master Plan. As part of the purchases, the Agency assumed a lease with 318 which has subsequently been defaulted upon due to the death of the leasee. The 314 lease was initiated as part of a compensation and relocation benefits settlement as part of the purchase of the property.

Both properties were subsequently transferred from the ownership of the CDA to the City as remuneration for debts owed to the City.

In July, Staff was authorized to proceed with a lease RFP for 318 and the process continues with a single proposal which is currently under consideration and negotiation.

DISCUSSION:

The current disposition of the properties is clouded with a issues which require policy direction from the City Council. These include:

1. **314 Railroad:** The current tenant has contacted the City and wishes to vacate the current lease and transfer the lease to a third party. They are also requesting an extension of the lease for the third party for an extended duration at a considerable right down from the market rate for commercial property in downtown.
2. **318 Railroad:** The prospective tenant has expressed an interest in utilizing either or both 318 and 314 should they become available.
3. **Hotel RFP:** The City Staff is currently ready to advance the process for the Downtown Hotel Project which will affect the duration of any lease extensions which are considered for either property.

An important consideration is that the availability or any actions on the disposition of the existing lease at 314 plays a decision point in how the City will develop leases for either of the properties.

At this point in the various negotiations, Staff is asking for direction/authorization to:

1. Resolve the current issues surrounding the lease at 314 Railroad.
2. Incorporate or delete the availability of 314 in the negotiation with the prospective tenants for 318.
3. Initiate the Downtown Hotel RFP Process to help define the scope and duration of potential leases for either or both locations.

FISCAL IMPACT:

None directly from this action.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 16, 2011
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Downtown Hotel Request for Proposal Process Initiation

RECOMMENDATION:

That the City Council:

1. Approve the conceptual draft for the Downtown Winters Hotel Request for Proposal; and
2. Authorize Staff to develop an Advisory Review Panel to assist in the process for approval by the City Council; and
3. Develop a Project Timeline for approval of the City Council; and
4. Appoint one member of the City Council to work with Staff as a subcommittee on the project.

BACKGROUND:

As part of the Downtown Master Plan, the half block bordered by Abbey St./Railroad and First Street is identified as a prominent location for marquee development. A key suggestion is the location of a hotel to compliment the visitor servicing businesses of the downtown core.

Through its Community Development Agency, properties have been assembled to facilitate a City initiated process to bring a downtown hotel. With the imminent occupancy of the recently constructed Public Safety Facility by the Winters Fire Department, Staff is recommending the start of an RFP Process to move the project forward.

DISCUSSION:

Staff has developed a conceptual Request for Proposals which includes a description of the proposed project and a process for interested teams to submit proposals to move a development forward.

The main goals of the RFP include:

- Develop a regionally recognized, high quality boutique and meeting center hotel
- Establish a long-term ground lease
- Enhance the dynamic environment of the downtown with a hotel that complements the area's existing retail, food and entertainment
- Serve as an added catalyst for continued economic growth and provide a direct economic benefit to the City
- Maximize the site's potential in a creative and complementary manner
- Reflect and respect the architectural and spatial context of the site[MJR1]

The process for the RFP will include:

1. Advertisement and mailing of the RFP.
2. Qualification of submittals and development teams.
3. Proposal review by a Advisory Review Panel consisting of prominent business and property owners.
4. Recommended proposal.
5. Negotiation of a project and development disposition agreement.
6. Project initiation.

Staff is requesting review of the RFP and authorization to proceed with the preparation of a project timeline. Staff would also like to bring forth recommendations for an Advisory Review Panel to assist in proposal review and final recommendations.

The project would include the appointment of one (1) City Council member to assist with the project.

FISCAL IMPACT:

Staff time and administrative preparation.



WINTERS COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT

TO: Honorable Chair and Agency members
DATE: August 16, 2011
FROM: John W. Donlevy, Jr. 
SUBJECT: Sublease By and Between the City of Winters Community Development Agency and the Winters Chamber of Commerce for the period of January 1, 2012 through December 31, 2013 and the Winters Visitors Center Concept Plan and Performance Expectations

RECOMMENDATION:

Staff recommends the Community Development Agency ("CDA") approve the Sublease By and Between the City of Winters Community Development Agency and the Winters Chamber of Commerce for the period of January 1, 2012 through December 31, 2013 including the approval of the Winters Visitors Center Concept Plan and Performance Expectations as incorporated therein.

BACKGROUND:

One of the objectives identified in the CDA Five Year Implementation Plan is to provide a stable, diversified and stronger economic base for the Project Area and Community. One of the CDA's strategies for facilitating economic development is to promote Winters as a "destination" location for the purpose of attracting visitors and tourism dollars along with marketing Winters as an attractive location for "destination" types of businesses.

To that end the Winters Visitors Center was established to serve as the hub of marketing for the Winters downtown and business community by providing information resources, assisting in connecting visitors with destination activities and businesses and marketing local products. Through a variety of communication methods the Winters Visitors Center

is instrumental in informing residents, visitors and potential businesses on everything from the various events, activities and projects in Winters to available commercial spaces.

Previously the City of Winters Community Development Agency and the Winters Chamber of Commerce entered into a 19 month sublease commencing July 1, 2009 and terminating on January 31, 2011. Upon the termination of the sublease the CDA and the Chamber desired that the Winters Visitors Center remain open and in operation at 11 Main Street. However due to the instability of the state budget the parties entered into a month-to-month sublease upon the termination of the first sublease.

Although the Winters Visitors Center has proven itself to be a valuable resource for locals and visitors alike and the staff continues to expand on the services they provide including the recently launched agri-tourism program, the uncertainty of the month-to-month lease hampers the staff in working towards the objectives of the center. To address that issue the attached recommended Sublease, is for a two year period commencing January 1, 2012 and ending December 31, 2013 so that the Winters Visitors Center may continue to operate at 11 Main Street, Winters, California.

The attached Sublease including Exhibit B, the Winters Visitors Center Concept Plan and Performance Expectations, describes in detail the lease terms for 11 Main Street, Winters, California and the operation of the Winters Visitors Center.

FISCAL IMPACT:

- \$2,400 per month for staffing of the Winters Visitors Center by the Winters Chamber of Commerce
- Maintenance, repair and replacement costs, taxes, utilities (including but not limited to electricity, gas, water, sewer, and garbage), and other charges directly to the providing or taxing persons or entities. The Winters Chamber of Commerce will be responsible for the normal operating costs of telephone service, computer service, FAX service and similar costs.
- Revenues from the Winters Product Store and Winters Visitors Center operations will be used to offset any or all operating costs of the Winters Visitors Center.

SUBLEASE

THIS SUBLEASE, is executed in duplicate at Winters, California effective as of _____, by and between the City of Winters Community Development Agency, a public body, corporate and politic ("Agency" or "Sub-Landlord"), and the Winters Chamber of Commerce ("CHAMBER" or "Sub-Tenant").

RECITALS

A. WINTERS OPERA HOUSE PARTNERS ("Master Landlord"), as Landlord, and Agency, as Tenant, entered into a written Lease dated as of January 28, 2009 (the "Master Lease"), regarding that certain real property located at 11 Main Street, Winters, California (the "Premises"). A copy of the Master Lease is attached as **Exhibit A**.

B. The Agency is charged with implementing the City of Winters Community Development Project Area Plan (the "Redevelopment Plan") and has legal authority under Health and Safety Code section 33430 to lease any property within the redevelopment project area for purposes of redevelopment.

C. The Agency has determined that an appropriate part of its redevelopment plan is to provide a location and concept to serve visitor attraction and interest in the many facets of Winters, including Downtown. The Agency plans that the Visitors Center will become a hub of marketing and development for the Winters Downtown and business community.

D. To assist in the goals specified above, The Agency will assist the plan by entering into a market rate Master Lease for the Premises and subleasing the Premises to CHAMBER, at below-market rent.

E. In exchange for such assistance, CHAMBER agrees to diligently and actively proceed to staff the Visitor Center as provided below, and to fulfill the terms and conditions of this Sublease.

F. This Sublease is conditioned on the redevelopment and use of the Premises in conformity with the Redevelopment Plan.

G. Capitalized terms used but not defined in this Agreement shall have the respective meanings provided in the Master Lease.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sub-Landlord and Sub-Tenant hereby agree as follows:

1. Recitals. The recitals above are incorporated by reference as though fully stated herein.

2. Master Lease. Except as otherwise expressly provided in this Sublease, the covenants, agreements, provisions and conditions of the Master Lease (to the extent that they are not inconsistent with the terms of this Sublease) are made a part of and incorporated into this Sublease as if fully restated herein.

3. Sublease Subject to Master Lease. This Sublease is subject and subordinate to the Master Lease. During the term hereof, Sub-Tenant shall be bound by the terms and conditions of the Master Lease, as they may be amended, except as otherwise specifically provided in this Sublease; and the rights of Sub-Tenant are subordinate to the terms and conditions of the Master Lease. Except as otherwise agreed to by Master Landlord, Sub-Landlord and Sub-Tenant, this Sublease shall terminate if the Master Lease is terminated for any reason.

4. Subleasing. Sub-Landlord subleases to Sub-Tenant and Sub-Tenant subleases from Sub-Landlord, at the rent and upon all the terms and conditions set forth herein, the Premises, approximately 750 square feet at 11 Main Street, Winters, California.

5. Term. The term of this Sublease shall commence on January 1, 2012 and end on December 31, 2013, unless sooner terminated as provided herein or in the Master Lease.

6. Rent. Commencing on the Commencement Date, Sub-Tenant shall pay as rent, without deduction or set-off, ONE DOLLAR (\$1.00) per month (the "Sublease Rent").

7. Staffing. The assistance of The Agency is specifically conditioned upon the CHAMBER staffing the Visitors Center. Staffing is defined under this agreement as those obligations of CHAMBER listed in the Winters Visitors Center Concept Plan and Performance Expectations Dated May 22, 2009, attached hereto as **Exhibit B**, Winters Visitors Center Concept Plan and Performance Expectations, and made a part hereof. For the staffing services, The Agency shall pay to CHAMBER the contract sum of \$2,400 per month. Both parties acknowledge that the relationship of such staffing is that of an independent contractor, defined by the terms in Exhibit B, attached hereto. Both parties are acting as independent contractors, and no employment, joint venture, or partnership is created therefrom. Any and all expenses of CHAMBER, arising from this sublease agreement, shall remain the sole responsibility of CHAMBER. No employment relation is created by this agreement.

8. Other Charges. Sub-Tenant acknowledges that pursuant to the Master Lease, Sub-Landlord is obligated to pay maintenance, repair and replacement costs, taxes, utilities (including but not limited to electricity, gas, water, sewer, and garbage), and other charges directly to the providing or taxing persons or entities rather than to Master Landlord. Sub-Tenant shall not be responsible for those charges.

9. Sub-Tenant's Maintenance and Repair. Agency shall, at its own expense, undertake to keep, maintain and repair all fixed and permanent portions of the

Premises. Sub-Tenant shall, at its own expense keep, maintain and repair all Sub-Tenant's personal property and trade fixtures, during the term of this Lease, in good working and sanitary order. Sub-Tenant shall be liable for any damage to the Premises resulting from the acts or omissions of Sub-Tenant or its authorized representatives.

10. Holding Over. If Sub-Tenant remains in possession of the Premises after the expiration of the Sublease Term, with the express written consent of Sub-Landlord, such occupancy shall be a tenancy from month to month at the rental and on the terms set forth in this Sublease, plus all other charges payable hereunder.

11. Assignment. Sub-Tenant may not assign or sub-sublet ("Transfer") the Premises or Sub-Tenant's interest in the Sublease, or any portion thereof, without prior written consent and approval of both the Sub-Landlord and Master Landlord. It is the specific and unique nature of CHAMBER that has generated this sub-lease, and The Agency will not generally favor any assignment during the term of this sub-lease. Before any Transfer shall be effective the assignee or sub-subtenant must assume, in writing, all of the obligations of Sub-Tenant under this Sublease. Any such Transfer shall not, in any way, affect or limit the liability of Sub-Tenant under the terms of this Sublease even if after such Transfer the terms of this Sublease are materially changed or altered without the consent of Sub-Tenant, the consent of whom shall be unnecessary. Regardless of Landlord's consent, no Transfer shall relieve Sub-Tenant of Sub-Tenant's obligations under this Sublease or alter the primary liability of Sub-Tenant to pay the rent and other sums due, and to perform and to comply with all other obligations of Sub-Tenant hereunder. Any assignee shall deliver to Sub-Landlord, before the assignment shall be effective, a written original of the assignment of this Sublease and the party's agreement to be bound by and to perform and observe all terms, covenants and conditions of Sub-Tenant under this Sublease (including all restrictions on use, assignment and subletting) and to assume all obligations of Sub-Tenant under this Sublease, which instruments must be satisfactory in form and content to Sub-Landlord. Sub-Tenant shall pay to Sub-Landlord any and all consideration paid or payable by any sub-subtenant or assignee in excess of the rent payable by Sub-Tenant to Sub-Landlord hereunder. Consent to any one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. In the event of default by any sub-subtenant, in the performance of any of the terms hereof, Sub-Landlord may proceed directly against Sub-Tenant or any guarantor(s) or anyone else responsible for the performance of this Sublease, including the assignee or sub-subtenant, without the necessity of first exhausting Sub-Landlord's remedies against any other person or entity responsible therefor to Sub-Landlord, or any security then held by Sublandlord or Sub-Tenant. Sub-Landlord may consent to subsequent assignments or subleases or amendments or modifications to this Sublease or any sub-sublease, without notifying Sub-Tenant, any successor of Sub-Tenant, or anyone else liable under this Sublease without obtaining its or their consent thereto and such action shall not relieve Sub-Tenant or any such other parties of liability under this Sublease or the sub-sublease.

12. Quiet Enjoyment. As long as Sub-Tenant is not in default of this Sublease, Sub-Landlord shall be obligated to perform all of its obligations under the

Master Lease, and during the term of this Sublease Sub-Tenant shall have quiet enjoyment of the Premises.

13. Use and Continuous Operating Covenant.

(a) The Premises shall be used and occupied only for the use set forth in the Master Lease and for no other purpose. Such use is conditioned on the redevelopment and use of the Premises in conformity with the Redevelopment Plan.

(b) Sub-Tenant shall conduct the business of the Winters Visitors Center, as set forth in Section 4 of the Master Lease, at all times in a manner of such character and quality as is reasonably designed to produce an economically reasonable return and meet the goals of Sub-Landlord as set forth in the Recitals.

14. Sub-Landlord's Obligations Under Master Lease. Sub-Landlord agrees to maintain the Master Lease during the Sublease Term, subject, however, to any termination of the Master Lease as set forth therein. Sub-Landlord's performance of its obligations under this Sublease is expressly conditioned on performance by the Master Landlord of its obligations under the Master Lease and Sub-Landlord will not be liable to Sub-Tenant for any Master Landlord default or breach.

15. Sub-Tenant's Obligations Under Master Lease. The rights and obligations of the Sub-Landlord under the Master Lease (except as to Rent or Early Termination) are hereby deemed to be the rights and obligations of Sub-Tenant under this Sublease, and inure to the benefit of and are binding on Sub-Tenant. As between Sub-Landlord and Sub-Tenant only, in the event of a conflict between the terms of the Master Lease and the terms of this Sublease, this Sublease will control.

16. Indemnity and Insurance.

(a) Indemnity. Sub-Tenant agrees to protect, defend, indemnify, and hold harmless Sub-Landlord and City and their respective partners, affiliates, subsidiaries, directors, officials, officers, successors and assigns, agents, employees, volunteers, and representatives harmless from and against any and all liabilities, claims, expenses, losses and damages, orders, fines, penalties and expenses of any kind whatsoever (including but not limited to reasonable attorneys fees and costs) that may at any time be asserted against Sub-Landlord or City arising out of or in connection with the Master Lease and/or this Sublease (except to the extent caused by Sub-Landlord's or City's sole or active negligence or willful misconduct), or resulting from or in connection with the obligation to comply with all laws with respect to the Premises, including, without limitation, all applicable federal and state labor laws and standards.

(b) Insurance. Sub-Tenant shall carry such insurance as required of Sub-Tenant under the Master Lease, and Sub-Landlord shall be named as an additional insured on all such policies.

17. Release. Sub-Tenant fully releases and discharges Sub-Landlord and City from all and any manner of rights, demands, liabilities, obligations, claims, or cause

of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to the Sub-Landlord or City arising out of or in connection with this Sublease or the Master Lease, except to the extent caused by Sub-Landlord's or City's sole or active negligence or willful misconduct. Sub-Tenant acknowledges and agrees that the release and waiver set forth in this section is material consideration for Sub-Landlord's sublease of the Premises to Sub-Tenant on the terms set forth herein and that, but for this release and waiver, Sub-Landlord would not have subleased the Premises to Sub-Tenant. It is hereby intended that the above release relates to both known and unknown claims that the Sub-Tenant may have, or claim to have, against the Sub-Landlord or the City with respect to the subject matter contained herein or the events relating thereto. By releasing and forever discharging claims both known and unknown which are related to or which arise under or in connection with the items set out above, the Sub-Tenant expressly waives any rights under California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

18. Consent of Master Landlord. The signature of Master Landlord at the end of this document shall constitute its consent to the terms of this Sublease.

19. Attorneys' Fees. If Sub-Landlord or Sub-Tenant (each a "party") brings an action to enforce the terms of this Sublease, to declare rights hereunder or for any other relief against another party or parties, the prevailing party in any such action, on trial and appeal, shall be entitled to its reasonable attorneys' fees and costs of suit to be paid by the losing party as fixed by the Court.

20. Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to the addresses indicated below, or to such other place as Sub-Landlord or Sub-Tenant may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

To Sub-Landlord: City of Winters Community
Development Agency
Attn: Executive Director
318 First Street
Winters, CA 95694
Telephone: (530) 795-4910
Facsimile: (530) 795-4935

To Sub-Tenant: Winters Chamber of Commerce
Attn: _____

Telephone: () _____
Facsimile: () _____

21. Non-Discrimination. The Tenant herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, and this Sublease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises herein leased nor shall the Tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, subtenants, or vendees in the Premises herein leased.

22. No Brokers. Neither party has had any contact or dealings regarding the Premises, or any communication in connection with this Sublease, through any real estate broker or other person who is entitled to a commission or finder's fee in connection with this transaction. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any contact, dealings or communication with either party, then the party upon whose contact, dealings or communication the claim is based shall indemnify and hold the other party harmless from all costs and expenses (including but not limited to attorneys' fees) incurred by such other party in connection with such claim.

23. Counterparts. This Sublease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

24. Force Majeure. In the event that either Party hereto is delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of a cause beyond the reasonable control of the obligated Party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Such cause shall include "acts of God;" strikes; lockouts; weather in which work cannot proceed (even if normal); protests; riots; terrorism or insurrection; war; unavailability of materials from normal sources; delays by governmental authorities, including courts; the inaction of any utility company (e.g. PG&E) not caused or contributed to by the Party claiming the delay; and shall specifically include a lack of funding resources on the part of the Sub-Landlord.

25. Miscellaneous. This Sublease constitutes the entire understanding of Sub-Landlord and Sub-Tenant with respect to the matters covered by it and supersedes all prior Subleases and understandings, written or oral, between Sub-Landlord and Sub-Tenant with respect to such matters. This Sublease may not be modified or amended, nor may any term or provision be waived or discharged, except in writing signed by the party or parties against whom such amendment, modification, waiver, or discharge is sought to be enforced. The waiver by any party of any breach by another party of any provision of this Sublease will not constitute or operate as a waiver of any other breach of such provision or of any other provision by such party, nor will any failure to enforce any provision operate as a waiver of such provision or any other provision. This Sublease will be construed in accordance with, and be governed by, the laws of the State of California, with venue in Yolo County, California. This Sublease will benefit and be binding upon the parties to it and their respective heirs, representatives, successors and assigns. If any provision of this Sublease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Sublease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties have executed this Sublease the day and year first above written.

SUB-LANDLORD:

SUB-TENANT:

City of Winters Community Development Agency, a public body, corporate and politic

Winters Chamber of Commerce

By: _____
Its: Executive Director

By: _____
Its: _____

Approved as to Form:

By: _____
Its: Agency Counsel

CONSENT OF MASTER LANDLORD

The undersigned hereby consents to the foregoing Sublease and to Sub-Tenant's use of the Premises.

MASTER LANDLORD:

EXHIBIT A

LEASE

THIS LEASE, executed in duplicate at Winters, California on this JANUARY 28, 2009, by and between Winters Opera House Partners, herein referred to as "LESSOR", and the Winters Community Development Agency, herein collectively referred to as "LESSEE".

WITNESSETH:

WHEREAS, LESSOR is desirous of leasing unto LESSEE and LESSEE is desirous of leasing from LESSOR approximately 750 square feet of inside commercial property, more or less, hereinafter "THE PREMISES", 11 Main Street, Winters, California, hereinafter "the property;" excluded is the interior hallway and entry way to the Opera House stairway. This common area will not be used for storage and will remain clean and clear.

There is no parking on the premises and business owners and employees are encouraged to park in the city parking lot and leave street parking for customers.

NOW THEREFORE, it is hereby mutually understood and agreed by and between the parties hereto as follows:

1. Leasing and Description of Premises: LESSOR hereby leases to LESSEE and LESSEE hereby hires from LESSOR THE PREMISES. THE PREMISES shall consist of walls, ceiling, and flooring. LESSEE shall be responsible for the installation of plumbing, plumbing fixtures, electricity, water lines, floor covers, utilities, dividing wall in old kitchen, and any utility services to be hooked up to outside city or private services. All installations and improvements of LESSEE shall be subject to the written approval of LESSOR, at LESSOR's sole discretion.
2. Term: The term of this lease shall be for 2 (TWO) YEARS, commencing on FEBRUARY 1, 2009, ending on JANUARY 31, 2011.
3. Rent: Upon the commencement of the term of this lease, Lessee shall pay rent to Lessor for the leased premises at the rate of \$937.50 per month, plus approximately \$35 in City of Winters water, sewer and municipal tax (20 percent of the city bill for the Opera House building), plus a \$700 deposit for a total of \$1,637.50. Such rent shall continue, payable monthly in advance, for the next ten (10) months of the term hereof. On the first anniversary date, February 1, 2010, and for the remaining duration of this lease, the monthly rental for the ensuing twelve (12) months shall be adjusted upward or downward (but never less than the base rent provided hereinabove; \$937.50) in the same percentage proportion that the Bureau of Labor Statistics, United States Department of Labor, Consumer Price Index, All Items for All Urban Consumers, shall be increased or decreased over the price index which is published nearest in point of time to the commencement of the term hereof. In the event said index is discontinued, revised or replaced during the term of this lease or any extension thereof, such other governmental index or computation with which it is revised or replaced, shall be deemed the basis of the re-computation.
4. Use: The premises shall be used for a retail business, tourism/chamber office, city offices or other purposes reasonably related to Main Street business, and for no other purposes. No use shall be made or permitted to be made of said premises, nor acts done which will increase the existing rate of insurance upon the building in which the said premises may be located or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall LESSOR sell, or permit to be kept, used, or sold, in or about said premises, any articles which may be prohibited by a standard form of fire insurance policy. LESSEE shall make no repairs or alterations to the premises without the consent of the LESSOR

in writing first. Said consent shall be given at LESSOR's sole discretion. All repairs, alterations or attachments of property to the premises shall, upon expiration or sooner termination of this lease, become the sole property of the LESSOR.

5. Security Deposit: LESSEE shall keep a deposit with LESSOR in the sum of SEVEN HUNDRED DOLLARS (\$700). Said sum shall be held by LESSOR as security for the faithful performance of the LESSEE of all the terms, conditions and covenants of this lease by said LESSEE to be kept and performed during the term hereof. If at any time during the term of this lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by LESSEE to LESSOR hereunder shall be overdue and unpaid, then LESSOR may, at the option of LESSOR (but LESSOR shall not be required to) appropriate and apply any portion of said sum to the payment of any overdue rent or other sum. Should LESSEE comply with all of the said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by LESSEE to LESSOR hereunder, the said sum shall be returned in full to LESSEE at the end of the term of this lease, together with interest thereon at 1% per annum.

6. Signs: any sign and/or signs shall be permitted only with the written approval of LESSOR. If approval of sign design or placement is required by any public agency, the responsibility of obtaining such approval shall be that of LESSEE who shall, in any event, bear the expense of installation of such sign.

7. Removal of Trade Fixtures; Conditioned upon LESSEE being in full and complete performance of all the provisions of this lease, LESSEE may remove all moveable furniture, trade fixtures, and store equipment installed in the demised premises by LESSEE, prior to the termination of this lease, and provided further that the same may be removed without damage to the building, and if damage is caused by such removal, LESSEE agrees to repair such damage at LESSEE's own cost and expense forthwith, and LESSEE also agrees to repair any damage at LESSEE's expense that may be caused by removal of any sign or signs under this lease.

8. Liability Insurance: LESSEE agrees to take out and keep in full force during the life hereof, at LESSEE's expense, public liability insurance to protect against any liability to the public incident to the use of or resulting from any accident occurring in or about said premises, the liability under each such insurance to be no less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for any one person injured, FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for any one accident, and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for property damage. These policies shall insure the contingent liability of LESSOR and are to be placed with LESSOR, and LESSEE is to obtain a written obligation on the part of the insurance carriers to notify LESSOR in writing prior to any cancellation thereof, and LESSEE agrees, if LESSEE does not keep such insurance in full force and effect, the LESSOR may take out the necessary insurance and pay the premium, and the repayments thereof shall be deemed to be part of the rental and payable as such on the next day upon which rent becomes due.

9. Personal Property Taxes: LESSEE hereby agrees to pay before delinquent any and all personal property taxes arising by reason of LESSEE's use or occupancy of the subject premises or the existence of LESSEE's personal property on said premises.

10. Successor and Assigns: The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties

hereto; and all the parties hereto shall be jointly and severally liable hereunder.

11. Holding Over: Any holding over after the expiration of the said term, with the consent of LESSOR, shall be construed to be a tenancy from month-to-month, at a rental each month equal to the last regular month's rent.

12. Waiver: The waiver by LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this lease, other than the failure of LESSEE to pay the particular rental so accepted, regardless of LESSOR's knowledge of such preceding breach at the time of acceptance of such rent.

13. Attorney's fees: In the event of any legal action concerning this lease, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court wherein such judgment shall be entered.

14. Late Charge: In addition to all other rights and remedies regarding nonpayment of rent, LESSOR shall have the right to assess a late charge at the rate of one percent (1%) per day after the 1st of each month for which the rent remains unpaid. Such late charge is to cover additional administrative handling necessitated by late payment of rent and is not to be deemed interest or to include interest.

15. Subordination: this lease shall be subject to and subordinate at all times to the lien of any mortgage or mortgages or trust deed or deeds which may be placed upon the demised premises or the property of which the demised premises are a part, and the LESSEE covenants that it will execute and deliver to the LESSOR or to the nominee of the LESSOR proper subordination agreements to this effect at any time upon the request of the LESSOR and without payment being made therefore.

16. Property Taxes: LESSOR shall pay all real property taxes assessed against THE PREMISES.

17. Gas and Electric Utilities: LESSEE shall, in addition to all other sums agreed to be paid by LESSEE under this lease, pay for all gas and electric charges billed for use of the premises.

18. Payment of Utilities: Water, Garbage, and Sewer: LESSEE shall, in addition to all other sums agreed to be paid by LESSEE under this lease, pay his pro-rata share of all water, garbage and sewer charges which shall, during the term of this lease and any extension thereof, be assessed against the premises. If a total utility billing is assessed against more than one tenant, LESSEE shall pay only LESSEE's pro-rata share of said utility cost. This payment shall include any increases in costs which might be assessed by public or private agencies supplying said service. If, because of a change in the law or otherwise such charges be made directly of LESSOR then LESSEE agrees to pay such sum to LESSOR.

19. Repair and Maintenance: LESSEE shall, at LESSEE's sole cost and as part of the consideration of rental, undertake to maintain said premises and appurtenances and every part thereof in a good and sanitary order (excepting exterior walls, floor structure, windows and roof, which LESSOR agrees to repair), including but not limited to doors, plumbing facilities, and electrical facilities, of THE PREMISES.

20. Option to Renew Lease: In the event LESSEE has fully complied with all of the terms, covenants and conditions of this lease during the TWO-YEAR term. Renewal shall be on the same terms and conditions as provided for

herein, except as to the rent. Said rent shall be re-negotiated. Notice of LESSEE's intention to renew this lease shall be given by LESSEE to LESSOR at least ninety (90) days prior to the expiration of this lease.

21. Notices: Notices between the parties shall be given in writing, and mailed, postage prepaid, addressed to LESSOR c/o Winters Opera House Partners, 312 Railroad Avenue, Winters, CA 95694. Either party may change its address for purpose of notice by giving said change of address to the other party by mail as above stated.

22. Insolvency-Receiver-Bankruptcy: Either

(a) the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or

(b) a general assignment by LESSEE for the benefit of creditors, or

(c) any action taken or suffered by LESSEE under any insolvency or bankruptcy act shall constitute a breach of this lease by LESSEE, and LESSOR may declare this lease void and be entitled to remedies provided by law and by this lease.

23. Assignment or Sub-letting: LESSEE shall have the right to market and solicit sub-lessees with the approval of the LESSOR. LESSOR shall have approval authority on a new sub-lessee, but such approval shall not be unreasonably withheld

24. Surrender of Lease not a Merger: The voluntary or other surrender of this lease by LESSEE, or mutual cancellation thereof, shall not work a merger.

25. Entry by LESSOR: LESSEE shall permit LESSOR and its agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or for the purpose of posting notices of nonresponsibility for alterations, additions, or repairs, or for the purpose of placing upon the property in which the said premises are located any usual or ordinary "for Sale" signs, without any rebate of rent and without any liability to LESSEE for any loss of occupation or quiet enjoyment of the premises thereby occasioned; and shall permit LESSOR and its agents, at any time within ninety (90) days prior to the expiration of this lease, to place upon said premises any usual or ordinary "to let" or "to lease" signs and exhibit the premises to prospective tenants at reasonable hours.

26. Compliance with Governmental Regulations: LESSEE shall, at LESSEE's sole cost and expense, comply with all of the requirements of all Municipal, State and Federal Authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force. If there are permit requirements of the City of Winters LESSOR shall bear all costs of obtaining said permits, including processing fees, permit fees, parking in-lieu fees, and any other costs and expenses, excluding any building permit fees, incurred in obtaining said permits. LESSEE shall not be liable to LESSOR for any failure to obtain permits from the City of Winters.

27. Free from Liens: LESSEE shall keep the demised premises and the property in which the premises are situated, free from any liens arising out of any work performed, materials or obligations incurred by LESSEE.

28. Remedies of Owner on Default: In the event of any breach of this lease by LESSEE, then LESSOR besides other rights or remedies it may have, shall

have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of LESSEE. Should LESSOR elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time, without terminating this lease, re-let said premises or any part hereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as LESSOR in its sole discretion may deem advisable with the right to make alterations and repairs to said premises; upon each such re-letting (a) LESSEE shall be immediately liable to pay to LESSOR, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such re-letting and of such alterations and repairs, incurred by LESSOR, and the amount, if any, by which the rent reserved in this lease for the period of such re-letting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the demised premises for such period on such re-letting; or (b) at the option of LESSOR rents received by LESSOR from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent due hereunder from LESSEE to LESSOR; second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by LESSOR and applied in payment of future rent as the same may become due and payable hereunder. If LESSEE has been credited with any rent to be received by such re-letting under option (a), and such rent shall not be promptly paid to LESSOR by the new tenant, or if such rentals received from such re-letting under option (b) during any month be less than that to be paid during that month by LESSEE hereunder, LESSEE shall pay any such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by LESSOR shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to LESSEE or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, should LESSOR at any time thereafter elect to terminate this lease for any breach, in addition to any other remedy it may have, it may recover from LESSEE all damages it may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from LESSEE to LESSOR. LESSOR shall additionally have the right, pursuant to Civil Code Section 1951.2 upon breach and termination to recover from LESSEE the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the LESSEE proves could have been reasonably avoided.

29. Time: Time is of the essence of this lease.

30. Integration: This lease represents the entire agreement between the parties hereto and there are no collateral oral agreements or understandings.

31. Arbitration: In the event of any dispute between LESSOR and LESSEE relevant to the construction or interpretation of this lease, they shall each select an arbitrator, the two arbitrators so selected shall select a

third arbitrator and the three arbitrators so selected shall hear and determine the controversy and their decisions thereon shall be final and binding upon both LESSOR and LESSEE, who shall bear the cost of such arbitration equally between them.

32. Lease Provisions: If any paragraph, term, or clause hereof is unenforceable the remaining provisions of this lease shall nevertheless remain full effective.

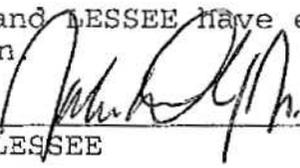
IN WITNESS WHERE, LESSOR and LESSEE have executed these presents, the day and year first above written.



LESSOR



LESSOR

 1-28-09

LESSEE

EXHIBIT B

Winters Visitors Center Concept Plan and Performance Expectations

The Winters Visitor Center serves as a key "destination" resource to help advance the Winters "brand". The concept is pretty simple, to provide a location and concept to serve visitor attraction and interest in the many facets of Winters, including Downtown, agri-tourism, Lake Berryessa and the surrounding area.

Some of the main goals of the Center are:

- Serve as an information resource through displays, web based advertisement, interactive multi-media and personalized interaction.
- Be the "concierge" of Winters. Helping visitors connect with destination activities and businesses. A high level of customer service which places people in activities and contacts to make an "ultimate Winters experience". The Visitors Center is a visitors "insider", making the calls to wineries, ranches and attractions for those special experiences which abound in our area.
- Sell the Winters "brand". The idea of marketing food, wine, recreational amenities, destination businesses, environmental stewardship and the overall locale.
- The ultimate information resource. Inform residents, potential businesses and visitors on the many projects being advanced within Winters. From the Library and Public Safety Center to available commercial spaces, the Center is ready to answer any question posed to them. At the Center answers can be found to the questions of what to do, where to go and what is going on and when.
- The Visitors Center operates a Winters Product Store, selling products from Winters including fruits and nuts to honey, jerky, olive oil, soaps and tee shirts. Basically, "Winters stuff". Products sold here do not include crafts, novelties or products which can be purchased in galleries.

The Visitors Center includes the following elements:

- An interactive multi-media aspect to include video, advertisements for Winters destinations and key projects occurring in the area.
- Winters Product Store.
- **VisitWinters.com**, a website featuring the many destinations of Winters and a VisitWinters facebook page and Twitter account.
- The Winters Concierge Desk.

Generally, the Visitor Center is a hub of marketing for the Winters Downtown and business community. Additionally, the Visitor Center examines opportunities for

collaboration with Capay Valley Vision to explore cross marketing "Western Yolo County".

Contract:

The following parameters are included in the contract:

- Visitor Center Development includes:
 - Working with the Agency to develop an overall business plan. Examination of revenue and business opportunities which maximize both the value of the Center for the Greater Winters Area and potentially generate revenues to offset expenses.
 - Contacting local destination businesses to locate their information in the Center.
 - Working with Lake Berryessa concessionaires to market the resorts from this location.
 - Development of an agri-tourism program and "Winters Experiences". This includes packaged tours for persons to maximize their overall experience of the Winters area.
 - Content development for the center. Working with the CDA and the entire area to keep the visitors center fresh and current from businesses to activities occurring. The Center is the hub of all information about Winters.
 - Collaboration with Capay Valley Vision for cross marketing of Western Yolo County.
- Staffing the concierge desk and providing information to visitors and residents. This requires energetic persons ready to present a positive impression for Winters. This includes:
 - Greeting and engaging visitors to help them get information they need and offering suggestions on destinations to visit.
 - Making reservations and calls for visitors to get them into areas in the Winters area.
 - Exceptional customer service is a must.
- Content development for the multi-media, website and marketing aspects. This includes working with the City to develop videos and interactive media to inform visitors about the area. Other media includes facebook, twitter, brochures, printed post cards, etc.
- Additional lease terms:
 - The expense of the relocation of the Chamber office in the Community Center to 11 Main Street (e.g., personal property, furniture, files) was assumed by the Winters Chamber of Commerce.
 - The Winters Chamber of Commerce occupies approximately 120 – 150 square feet of the 11 Main Street location as a designated Winters Chamber of Commerce business office.
 - The Winters Chamber of Commerce will continue to be an independent non-profit organization operating under its bylaws and conforming to

standard operating procedures for such an entity. No joint venture, partnership, or other legal connection is created by this sub-lease.

- The Winters Chamber of Commerce is provided sufficient space on the interior and exterior of 11 Main Street for signage and identification.
- Except as specifically provided for in the Sub-Lease, the Agency will pay for, and hold Sub-Tenant harmless from, the rent due under the Master Lease, or any extension thereof.
- The Agency will pay and be responsible for all utility costs required for 11 Main Street, including gas, electricity, water, sewer, and garbage service. The Winters Chamber of Commerce will be responsible for the normal operating costs of telephone service, computer service, FAX service and similar costs.

Performance Objectives:

1. Business Plan, Budget and Strategy for the Center-. The business plan outlines a thorough strategy on operations, marketing and business development for the Center and the Winters Community.
2. Local Destination Information (including Lake Berryessa)- Inventory and opportunity list is marketed in the Center.
3. Agri-Tourism Program- 12 "Experiences" tours/packages are to be established.
4. Content Development- Working within the parameters of the website and advertising cards, fill no less than 20 units.
5. Staffing commenced in July, 2009.

Winters Product Store:

The Winters Product Store is viewed as both a revenue and marketing opportunity. The sale of merchandise provides an offsetting revenue to the Agency which goes toward the lease, marketing and reduced subsidy.

- Operation of the Winters Product Store include:
 - Development of a business plan for the store.
 - Contacting area producers and generating product for the location.
 - Display development and preparation of marketing concepts.
 - Sales of product.

Performance Objectives:

1. Product Development- Working with local farms and purveyors to develop a wide variety of merchandise, including agricultural products and Winters novelties. The store does not serve as satellite or competitor with local merchants (arts, crafts, etc.)
2. Goal- The store will carry no less than 30 products within the store.

Conditions: Operation:

- Agency approves all products, media and content of the Visitors Center.
- The Chamber is required to work in concert with the CDA on all activities involving the Center.
- Quarterly reports on the Winters Product Store are provided.
- Chamber business is operated from the location, within agreed upon parameters between both parties.

Contract Parameters:

- Contract rate of \$2,400 per month.
- 48 to 53 hours per week staffing of the Center
- Revenues from the Winters Product Store and Winters Visitors Center operations are collected by the Winters Chamber of Commerce and deposited into a separate account used solely to offset any or all operating costs of the Winters Visitors Center.
- Adherence to the Visitor Center Concepts outlined above.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: August 16, 2011
THROUGH: John W. Donlevy, Jr., City Manager *John*
FROM: Sergio Gutierrez, Lieutenant *S*
SUBJECT: 2010 Juvenile Statistics

INFORMATION REPORT:

At the request of the City Council, I had our records division compile a more extensive list of data regarding enforcement by the Winters Police Department for juvenile level offenses.

These are the statistics pertaining to 2010 Juvenile Arrests, Citations, Warning Notices, and Status Offenses. Status offenses are defined as violations of statutes because of the person being under the age of 18 years. As you can see I included runaways in this list as part of the status offenses. Officers can detain runaways, but it is not considered a crime where the juvenile can be cited or arrested. In review of these numbers, our records show the following:

- 16 Felony Arrests
- 25 Misdemeanor Arrests
- 9 Criminal Warning Notices
- 12 Criminal Citations
- 33 Traffic Citations
- 6 Traffic Warning Notices
- 24 Curfew Citations [Status Offense]
- 17 Curfew Warning Notices [Status Offense]
- 10 Runaways Cleared [Status Offense]
- 1 Disobedient Minor [601 W&I] Warning Notice [Status Offense]

This equates to 143 police enforcement contacts. During 2010 we also experienced a serial vandal who was tagging several properties with graffiti in the City. He was

discovered to be a juvenile who was subsequently arrested through investigative leads and evidence found in his possession. He also admitted to the offenses upon questioning. The total cost in damages resulted in a felony vandalism charge. We were able to close several cases that were related to his arrest.

I hope this information satisfies your request. If there is any other information that you require, please do not hesitate to ask and I will see how we may compile it. Thank you.