



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, October 7, 2014  
6:30 p.m.  
**AGENDA**

*Members of the City Council*

*Cecilia Aguiar-Curry, Mayor  
Woody Fridae, Mayor Pro-Tempore  
Harold Anderson  
Wade Cowan  
Pierre Neu*

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

**COUNCIL/STAFF COMMENTS**

**PUBLIC COMMENTS**

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

### CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 16, 2014 (pp 5-8)
- B. Approval of Administrative Services Agreement between the City of Winters and Nationwide Retirement Solutions, Inc. (pp 9-16)
- C. Approval of the Roth Contribution Amendment to the Deferred Compensation Plan for Public Employees 457 Governmental Plan and Trust (pp 17-20)
- D. Agreement for Blood Draw Process between the City of Winters and American Medical Response West dba AMR (pp 21-25)
- E. Council Support for Winters Community Library 5 Year Celebration (pp 26-27)
- F. Adopt Resolution No. 2014-30, a Resolution of the City Council of the City of Winters accepting a Grant Deed for Public Right of Way and Utility Easement - Mermod Road Parcel Map #5058 (pp 28-34)
- G. Claim Against the City of Winters Submitted by Claudia Smyth (pp 35-40)
- H. Request for Street Closure - Winters Chamber of Commerce - Harvest Festival – October 24, 2014 (pp 41-44)

### PRESENTATIONS

Presentation of CAL ICMA's 30-Year Acknowledgement to City Manager Donlevy by Mayor Aguiar-Curry

### DISCUSSION ITEMS

- 1. Introduction and First Reading of Ordinance 2014-04 Amending Section 6.04.020, Adding Section 6.04.025 and Adding Chapter 6.08 to the Winters Municipal Code Relating to Regulation of Dogs in the City (pp 45-51)
- 2. Hudson Ogando Public Improvement Agreement, Conditions of Approval & Final Map #4684 with Grant Deed (pp 52-84)
- 3. Artwork for Public Safety Center (pp 85-99)

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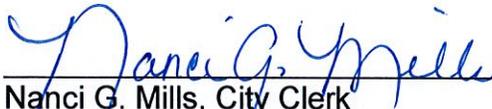
CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY

1. None
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CITY MANAGER REPORT

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the October 7, 2014 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 October 3, 2014, and made available to the public during normal business hours.

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

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

*Winters Library – 708 Railroad Avenue*

*City Hall – Finance Office - 318 First Street*

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

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Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting  
Held on September 16, 2014

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

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae,  
Pierre Neu and Mayor Cecilia Aguiar-Curry  
Absent: None  
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, Director of  
Financial Management Shelly Gunby, Environmental Services  
Manager Carol Scianna and Management Analyst Tracy Jensen.

Fifth-grader Shelby Boykin led the Pledge of Allegiance. Shelby, along with three other members of Mr. Fridae's fifth-grade class, Emmett Edman, Katie Johnson and Madison Lopez, read aloud letters they had written explaining why they liked living in Winters. Mayor Aguiar-Curry thanked them for coming to the meeting and thanked their parents for their guidance and support. Council Member Neu thanked them for writing their letters and Council Member Fridae told them they had all done their civic duty.

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

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

COUNCIL/STAFF COMMENTS

**PUBLIC COMMENTS:** Superintendent Brent Cushenbery thanked Council and City Manager Donlevy for the assistance provided by the public works crew on the bathroom project at the stadium, including sewer hook-up and road closure assistance.

### **CONSENT CALENDAR**

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 2, 2014
- B. Resolution 2014-29 Authorizing Suspension of Competitive Bidding for Purchase of Mobile and Portable Radio Communications Equipment and Approve Cooperative Purchase from Motorola
- C. Resolution 2014-28 to Add a Rate for the Provision of Recycled Water Pursuant to the City's Temporary Wastewater Reuse Program
- D. Purchase of 30 hp House Aerator for Wastewater Treatment Facility

City Manager Donlevy gave an overview. Motion by Council Member Fridae, second by Council Member Cowan to approve the Consent Calendar. Motion carried with the following vote:

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

### **PRESENTATIONS**

Nolan Sullivan, ESS Division Manager of Eligibility Programs for Yolo County Social Services, described the amenities that would be made available to residents in West Yolo County at their new location at 111 E. Grant Avenue in Winters. These amenities available at the Winters Service Center include Medi-Cal, CalFresh, CalWORKs, Welfare-to-Work, Adoption Assistance, Foster Care and General Assistance. Of the 2,244 open cases in the west region, 1,325 or approximately 60% are Winters residents, indicating the need for a Winters location. The tentative opening date is October 20, 2014, to be followed by a ribbon-cutting ceremony in early November.

DISCUSSION ITEMS

1. Request for Qualifications for Project Management Services for Federal Projects

Director of Financial Management Shelly Gunby gave an overview and requested Council to approve the Request for Proposal (RFQ) for Project Management Services for Federal projects in order to keep federally funded projects moving forward, including the Dry Slough Bridge and the Walnut Lane Roundabout.

Motion by Council Member Cowan, second by Council Member Fridae to approve the request for Qualifications for Project Management Services for Federal projects. Motion carried with the following vote:

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

Council Member Cowan suggested the final date to receive RFQ's should be moved from September 26<sup>th</sup> to October 10<sup>th</sup>.

Motion by Council Member Fridae, second by Council Member Neu to approve extending the due date to October 10<sup>th</sup> @ 5:00 p.m. Motion carried with the following vote:

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

2. Project Concept Proposal for Grant to Study Options for Pedestrian/Bike Access on Grant Ave between El Rio Villa and the Winters

Environmental Services Manager Carol Scianna gave an overview. Council Member Cowan would like to include an option in the study to continue the nature trail under the overpass for biking and walking, as well as making it ADA-accessible. Carol said this might be considered out of the way and people are more likely to use the shortest path available.

Motion by Council Member Cowan, second by Council Member Fridae to approve the Project Concept Proposal for a grant to study options for Pedestrian/Bike Access on Grant Avenue between El Rio Villa and the City of Winters. Motion carried with the following vote:

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

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

- 1. None

**CITY MANAGER REPORT:** The Hudson Ogando subdivision will go to the Planning Commission on October 7<sup>th</sup>. The Subdivision Improvement Agreement, which encompasses public improvements, needs to be approved and following a recent meeting with the principle, they are ready to break ground as early as October 8. Surprise! An article in the Daily Democrat reported that a 70-room Best Western is being built in Winters across the street from the PG&E project!!

Yolo County has several JPA's, all of which include a common theme: executive director, personnel, finance, budget - advocating putting all JPA's under one umbrella, or a general services JPA with overall general management.

Upon the 13<sup>th</sup> anniversary of being the City of Winters City Manager, in that time there have been six different county executives, three City Managers in West Sacramento, five City Managers in Woodland, and seven City Managers in Davis.

**ADJOURNMENT:** Mayor Aguiar-Curry adjourned the meeting at 8:03 p.m. in memory of Tony Rojo Martin, longtime Winters resident and the father of former Mayor Mike Martin.

\_\_\_\_\_  
Cecilia Aguiar-Curry, MAYOR

ATTEST:

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



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 7, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Nanci Mills, Director of Administrative Services *Nanci*  
**SUBJECT:** Update the Administrative Services Agreement between Nationwide Retirement Solutions, Inc. and the City of Winters

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**RECOMMENDATION:** Approve the Administrative Services Agreement between Nationwide Retirement Solutions, Inc. and the City of Winters.

**BACKGROUND:** The City of Winters has been a valued member of the Deferred Compensation Program ("Program") sponsored by the United States Conference of Mayors (the "Conference") and administered by Nationwide Retirement Solutions ("Nationwide") since 2006.

As of September 30, 2012, the relationship between Nationwide and the Conference ended by mutual agreement. As a result, Nationwide has continued to administer the retirement program for the City of Winters and the Conference has continued to serve its members through a separate and revised program.

During this transition time, the existing group annuity contract has remained with Nationwide and has continued without interruption.

**FISCAL IMPACT:** None

## ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is effective on the date written below by and between Nationwide Retirement Solutions, Inc., a Delaware corporation (hereinafter "Nationwide"), and \_\_\_\_\_, the Plan Sponsor ("Plan Sponsor").

**WHEREAS**, Plan Sponsor, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), established and sponsors a Section 457 (hereinafter the "Plan");

**WHEREAS**, the Plan Sponsor desires to have Nationwide perform the non-discretionary recordkeeping and administrative services described in this Agreement (hereinafter referred to as "Administrative Services"); and

**WHEREAS**, Nationwide desires to provide such Administrative Services subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, Nationwide and Plan Sponsor desire to enter into this Agreement.

### 1. DESIGNATION

Plan Sponsor designates Nationwide as Plan Sponsor's nondiscretionary provider of Administrative Services for the Plan in accordance with the terms of this Agreement.

### 2. APPOINTMENTS AND RESPONSIBILITIES

#### **Plan Sponsor:**

Plan Sponsor is responsible for maintaining the Plan and for maintaining the tax-qualified status of the Plan. Plan Sponsor represents and warrants that the Plan has been properly adopted and established in accordance with any applicable state or local laws or regulations governing the Plan Sponsor's ability to sponsor the Plan. Plan Sponsor warrants that the 457 Plan was established, and will be maintained by Sponsor, in accordance with the provisions of Section 457 of the Code. Plan Sponsor further acknowledges and agrees the Plan Sponsor is an eligible employer as defined by Section 457 of the Code.

Plan Sponsor hereby appoints Nationwide to act as the Plan Sponsor's provider of Administrative Services for the Plan. Any duties or services not specifically described herein as being provided by Nationwide are the responsibility of the Plan Sponsor.

#### **Nationwide:**

Nationwide will serve Plan Sponsor, in a non-fiduciary capacity, as the provider of Administrative Services for the Plan Sponsor with respect to the Plan. Nationwide will not exercise any discretionary control or authority over the Plan or the assets of the Plan, and this Agreement does not require Nationwide to do so. Nationwide agrees to perform all Administrative Services for the Plan Sponsor with respect to the Plan as described in this Agreement. This Agreement does not require, nor shall this Agreement be construed as requiring, Nationwide to provide investment, legal, or tax advice to the Plan Sponsor or to the participants of the Plan.

**3. TERM**

This Agreement shall remain in effect until terminated by one or both of the parties pursuant to Section 7 of this Agreement.

**4. COMPENSATION**

Nationwide shall be entitled to compensation for performance of the Administrative Services for the Plan under this Agreement. Unless otherwise permitted under this Agreement, such compensation shall be in the form of payments made by Nationwide's affiliates including Nationwide Life Insurance Company (NLIC) under their separate arrangements.

Plan Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). As compensation for the services provided in this Agreement, the parties agree that Nationwide and its affiliates are entitled to receive the Investment Option Payments. In addition to the foregoing, the parties acknowledge and agree that Nationwide or its affiliates may receive revenue associated with annuity contracts offered by NLIC, as well as fees associated with specific services or products.

Employer may request Nationwide and/or its affiliates to provide additional services not described in this Agreement by making such a request in writing, which Nationwide may decide to perform for compensation to be negotiated by the parties prior to the commencement of the additional services.

**5. ADMINISTRATION SERVICES**

**A. ENROLLMENT AND COMMUNICATION/EDUCATION SERVICES**

Nationwide agrees to establish an account for each Plan participant, beneficiary and alternate payee (for purposes of this Agreement only, hereinafter referred to as "participants"). For each such account, Nationwide will record and maintain the following information:

- (a) name;
- (b) Social Security number and/or identifying account number;
- (c) mailing address;
- (d) date of birth;
- (e) current investment allocation direction;
- (f) contributions allocated and invested;
- (g) investment transfers;
- (h) benefit payments;
- (i) current account balance;
- (j) transaction history since funding under the Agreement;
- (k) contributions since funding under the Agreement;
- (l) e-mail address (optional);
- (m) benefit tax withholding information; and
- (n) such other information as agreed upon by the Plan Sponsor and Nationwide.

Nationwide will post and credit the amounts transmitted by the Plan Sponsor to the accounts of Plan participants in accordance with the latest written instructions from participants or the Plan Sponsor (as applicable) on file with Nationwide.

Nationwide agrees to process the enrollment of employees eligible to participate in the Plan as determined by the Plan Sponsor. The Plan Sponsor agrees to allow and facilitate the periodic distribution of materials to Plan participants at the time and in the manner determined by the Plan Sponsor; provided however, that all reasonable expenses associated with such distribution shall be paid by Nationwide. The Plan Sponsor further agrees to allow and facilitate the periodic distribution to its employees of materials prepared by Nationwide regarding products and services offered by Nationwide, or its affiliates, which Nationwide reasonably believes would be beneficial to such Plan participants.

## B. PLAN CONTRIBUTIONS

Nationwide agrees to post funds received as contributions in accordance with that separate agreement between Plan Sponsor and NLIC when received in good order by Nationwide. The term "in good order", as used in this Agreement, means the receipt of required information by Nationwide, in a form deemed reasonably acceptable to Nationwide (in Nationwide's sole discretion), with respect to the processing of a request or the completion of a task by Nationwide that reasonably requires information from a third-party. For transactions that are not in good order, Nationwide shall return the funds to the Plan Sponsor within five (5) "Business Days". Nationwide will not be liable for any delay in posting if the Plan Sponsor fails to send the funds representing contribution amounts or contribution allocation information in accordance with Nationwide's instructions to the central processing site designated by Nationwide, or for any delay in posting that results from the receipt of funds and/or contribution allocation that Nationwide determines to be not in good order.

As used in this Agreement, the term "Business Day" means each Monday through Friday that the New York Stock Exchange is open for business.

The Plan Sponsor agrees to:

1. Transmit Plan contributions to Nationwide.
2. Provide to Nationwide, in a mutually agreed upon electronic, paper, or magnetic media, contribution allocation information with respect to participant accounts to include not less than the following:
  - Name of participant
  - Social security number of participant and/or identifying account number
  - Amount to be credited to participant's account(s)

Funds may be sent by wire transfer, through an automated clearinghouse or by check in accordance with written instructions provided by Nationwide. Failure to follow the written instructions provided by Nationwide may result in delay of posting to participant accounts.

The Plan Sponsor is responsible for providing updated information regarding Plan participants requested by Nationwide that the Plan Sponsor and Nationwide mutually agree is necessary for Nationwide to perform the Administrative Services to the Plan Sponsor under this Agreement.

## C. SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS

1. Nationwide will provide a secure Internet site. Using this site, participants may: (i) obtain such information regarding their accounts and (ii) conduct transactions with respect to their accounts. The Plan Sponsor authorizes Nationwide to honor instructions

regarding such transactions that may be submitted by a participant using the secure Internet site. Nationwide will operate its Internet site in accordance with reasonable provisions to ensure the security of such service.

2. Participants will have the ability to exchange existing account balances, in full or in part, and to redirect future contributions from one Investment Option offered by the Plan to another on any Business Day, subject to Nationwide policies and any restrictions required by the investment options.
3. Participants will receive quarterly statements detailing their account activity for the Plan.
4. Nationwide agrees to deliver account statements (by U.S. mail or electronically) to participants within thirty (30) calendar days after the end of each calendar quarter. This timeframe is contingent upon Nationwide receiving index fund returns from the mutual fund providers within four (4) Business Days after the end of each quarter.

#### D. DISTRIBUTIONS

1. Nationwide shall make all distributions as permitted by the Plan. Participants are responsible for selecting a form of payment from those available under the terms of the Plan and making all other determinations regarding available distributions options, e.g., rollover to an individual retirement annuity or another eligible retirement plan, etc.
2. Nationwide shall furnish each participant who has received a benefit payment tax reporting forms in the manner and time prescribed by federal and state law.
3. To the extent required by federal and state law, Nationwide will calculate and withhold from each benefit payment federal and state income taxes. Nationwide will report such withholding to the federal and state governments as required by applicable law.

### 6. TERMINATION

Either the Plan Sponsor or Nationwide may terminate this Agreement for any reason upon providing one-hundred and twenty (120) days written notice to the other party. Provision of such written notice of termination by Sponsor to Nationwide does not relieve the Plan Sponsor of any termination requirements that may be associated with specific investment options, nor does it relieve Plan Sponsor of any termination requirements associated with those investment options.

### 7. ASSIGNABILITY

No party to this Agreement shall assign the same without the express written consent of the other party, which consent shall not be unreasonably withheld. This provision shall not restrict Nationwide's right to delegate certain services to an agent, including any affiliate. Unless agreed to by the parties, no such assignment shall relieve any party to this Agreement of any duties or responsibilities herein.

### 8. CONFIDENTIALITY

Nationwide agrees to maintain all information obtained from or related to all Plan participants as confidential. The Plan Sponsor and Nationwide agree that Nationwide, its officers, employees, brokers, registered representatives, affiliates, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and participant information only to enable or assist it in the performance of its duties hereunder and with other Plan-related activities, and the Plan Sponsor expressly authorizes Nationwide to disclose Plan and participant

information to its agents and/or broker of record on file with Nationwide. Plan and participant information may also be used or disclosed by Nationwide to other third parties pursuant to a written authorization signed by the Plan Sponsor. Notwithstanding anything to the contrary contained herein, it is expressly understood that Nationwide retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the investment arrangement funding the Plan, or the Plan; provided, however, in no event will Nationwide release any information to any person or entity except as permitted by applicable law.

This Section 8 will survive the termination for any reason of this Agreement.

**9. CIRCUMSTANCES EXCUSING PERFORMANCE**

Neither party to this Agreement shall be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond their reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God or public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.

Neither party shall be responsible for performing all of that portion of services precluded by the foregoing events for such period of time as the Plan Sponsor or Nationwide are precluded from performing such services in the normal course of business. Neither Nationwide nor the Plan Sponsor shall be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or in part from the foregoing events.

“Acts of God” are defined as acts, events, happenings or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

**10. INDEMNIFICATION**

Nationwide agrees to indemnify, defend and hold harmless the Plan Sponsor, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any claim, action, or suit brought or asserted against the Plan Sponsor alleging or involving Nationwide’s non-performance of the provisions of this Agreement under Nationwide’s exclusive control, or negligence or willful misconduct in the performance of its services, duties and obligations under this Agreement.

**11. PARTIES BOUND**

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of Nationwide and the Plan Sponsor. The Plan and Plan participants are not parties to this Agreement, and Nationwide has no contractual obligations to the Plan or Plan participants. This Agreement shall be enforceable only by the parties, not by Plan participants or other third-parties, and is intended to create no third party beneficiaries.

**12. APPLICABLE LAW AND VENUE**

The laws of the state in which the Plan Sponsor is located shall govern the rights and obligations of the parties under this Agreement without regard to choice of law principles.

**13. MODIFICATION**

This writing is intended both as the final expression of the Agreement between the parties and as a complete statement of the terms of the Agreement. Notwithstanding anything contained herein to the contrary, this Agreement may be amended from time to time and as mutually agreed upon by the parties. Except as otherwise provided herein, no modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

**14. NO WAIVER**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision in this Agreement and either party may, at any time, enforce the provision previously unenforced, unless a modification to this Agreement has been executed that affects the provision previously unenforced.

**15. SEVERABILITY**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction where performance is required shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**16. COMPLIANCE WITH LAWS**

Both the Plan Sponsor and Nationwide agree to comply, in their respective roles under this Agreement, in all material respects with all applicable federal laws and regulations as they affect the Plan and the administration thereof. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court decision, or other authority having jurisdiction thereof.

**17. PRIVITY OF CONTRACT**

Plan Sponsor acknowledges and agrees that Nationwide and Plan participants shall have no privity of contract with each other.

**18. HEADINGS**

The headings of articles, paragraphs, and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

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

Nationwide Retirement Solutions, Inc.:

Plan Sponsor

\_\_\_\_\_  
(name of entity)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Effective Date: \_\_\_\_\_

Entity #: 0028797001



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 7, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager *John*  
**FROM:** Nanci Mills, Director of Administrative Services *Nanci*  
**SUBJECT:** Roth Contribution Amendment to the Deferred Compensation Plan for Public Employees 457 Governmental Plan and Trust

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**RECOMMENDATION:** Approve the 457 Roth Contribution Amendment to the Deferred Compensation Plan for Public Employees 457 Governmental Plan and Trust between Nationwide Retirement Solutions, Inc. and the City of Winters.

**BACKGROUND:** The Small Business Jobs and Credit Act was signed into law Sept. 27, 2010, allowing participants in the public sector to make Roth contributions to their 457 plans and allowing in-plan Roth conversions for qualified rollovers.

Workers participating in a government, state or city deferred compensation plan will now have the opportunity to save for retirement with after-tax dollars, similar to Roth contributions allowable in 401(k) and 403(b) plans. Workers who elect this option will benefit from growing their accounts tax-free, and qualified withdrawals taken during retirement will not be subject to income tax.

The law also includes a provision that allows participants in 401(k), 403(b) and now governmental 457 plans to roll over pretax account balances into a Roth account instead of having to roll those assets into an outside Roth IRA, allowing more money to be saved on an after-tax basis.

This legislation provides workers with an additional resource when planning for retirement, and gives public-workers access to the same benefits as their counterparts in the private-sector.

**FISCAL IMPACT:** None

## 457 ROTH CONTRIBUTION AMENDMENT

### ROTH CONTRIBUTION AMENDMENT TO THE DEFERRED COMPENSATION PLAN FOR PUBLIC EMPLOYEES 457 GOVERNMENTAL PLAN AND TRUST

#### PREAMBLE

- 1.1 Adoption and effective date of amendment. The Employer adopts this Amendment to reflect Code Section 402A, as amended by the Small Business Jobs Act of 2010 ("SBJA"). This Amendment is intended as good faith compliance with the requirements of Code Section 402A and guidance issued thereunder, and this Amendment shall be interpreted in a manner consistent with such guidance. This Amendment shall be effective as of the date selected below.
- 1.2 Eligible governmental 457 plan. The Employer is an eligible employer as defined in Code §457(e)(1)(A).
- 1.3 Supersession of inconsistent provisions. This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

#### ARTICLE II ADOPTION AGREEMENT ELECTIONS

- 2.1 Effective Date. Designated Roth Contributions are permitted under the Plan as of the date this Amendment is executed below, which is no earlier than January 1, 2011.
- 2.2 Unforeseeable emergency. If the Plan permits distributions of Elective Deferrals on account of an unforeseeable emergency, Designated Roth Contributions may be withdrawn on account of an unforeseeable emergency subject to the same qualifications that apply to Pre-tax Elective Deferrals.

#### ARTICLE III DESIGNATED ROTH CONTRIBUTIONS

- 3.1 Designated Roth Contributions are permitted. The Plan's definitions and terms shall be amended as follows to allow for Designated Roth Contributions as of the Effective Date. Designated Roth Contributions shall be treated in the same manner as Deferral Contributions for all Plan purposes except as provided in Article II of this amendment. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.
- 3.2 Deferral Contributions. The Plan's definition of Deferral Contributions at Section 1.08 is deleted and replaced as follows: "Deferral Contributions" means Salary Reduction Contributions, Nonelective Contributions, Matching Contributions and Designated Roth Contributions. The Employer or the Administrative Services Provider (if applicable) in applying the Code § 457(b) limit will take into account Deferral Contributions in the Taxable Year in which contributed. The Employer or Administrative Services Provider (if applicable) in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions.

- 3.3 Salary Reduction Contributions. The Plan's definition of Salary Reduction Contributions at Section 1.27 is deleted and replaced as follows: "Salary Reduction Contributions " means a Participant's Elective Deferrals which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Salary Reduction Contributions by the Participant in his or her deferral election. A Participant's Salary Reduction Contributions will be separately accounted for, as will net income, gain or loss, attributable to those Salary Reduction Contributions. All Deferral Contributions prior to this amendment are Salary Reduction Contributions.
- 3.4 Designated Roth Contributions. "Designated Roth Contributions" means a Participant's Deferral Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Designated Roth Contributions by the Participant in his or her deferral election. A Participant's Designated Roth Contributions will be separately accounted for, as will gains and losses attributable to those Designated Roth Contributions. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Designated Roth Contribution.
- 3.5 Distribution Rule. Withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from Participant's accounts may be directed by the Participant from either Salary Reduction Contributions, Designated Roth Contributions or pro rata from Salary Reduction Contributions and Designated Roth Contributions.
- 3.6 Corrective distributions attributable to Designated Roth Contributions. For any Plan Year in which a Participant may make both Designated Roth Contributions and Salary Reduction Contributions, the corrective distribution from the Participant's accounts will be taken pro rata from a Participant's Salary Reduction Contributions and Designated Roth Contributions. Furthermore, such procedure may permit the Participant to elect which type of Deferral Contributions shall be distributed first.
- 3.7 Loans. If Participant loans are permitted under the Plan, the loan policy or program is amended to provide the ability by a Participant to borrow from, or use as security, a Participant's Designated Roth Contribution account. Additionally, the loan policy or program is modified to provide that, with respect to the default of a loan which is attributable to Salary Reduction Contributions and Designated Roth Contributions, such default will be attributed to the Participant's Salary Reduction Contribution and Designated Roth Contribution accounts on a pro rata basis.
- 3.8 Rollovers. A direct rollover of a distribution from Designated Roth Contributions shall only be made to a Plan which includes Designated Roth Contributions as described in Code Section 402A(e)(1) or to a Roth IRA as described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).
- 3.8.1 The Plan shall accept a rollover contribution of Designated Roth Contributions only if it is a direct rollover from another Plan which permits Designated Roth Contributions as described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.
- 3.8.2 The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Designated Roth Contribution account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Designated Roth Contributions are not taken into account in determining

whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Designated Roth Contribution account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Designated Roth Contributions are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

- 3.9 Operational Compliance. The Plan and the Administrative Services Provider will administer Designated Roth Contributions in good faith with applicable regulations or other binding authority not reflected in this amendment. Any applicable regulations or other binding authority shall supersede any contrary provisions of this Amendment

This Amendment has been executed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Name of Plan: \_\_\_\_\_

Plan Number: 0028797001



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 7, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Sergio Gutierrez, Chief of Police   
**SUBJECT:** Agreement for Blood Draw Processes between the City of Winters and American Medical Response West dba AMR

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**RECOMMENDATION:**

Staff is recommending the approval of the agreement between the City of Winters and American Medical Response West dba AMR to perform evidentiary blood draws for the Winters Police Department.

**BACKGROUND:**

An evidentiary blood draw is used as part of an investigative process to collect a blood sample from a suspect who is suspected of committing a crime and is believed to have an intoxicating substance in their system that may be of evidentiary value.

The current practice for evidentiary blood draws is to transport a suspect to one of the two hospital emergency rooms; Sutter Davis Hospital or Woodland Memorial Hospital. Often an officer may be required to wait over an hour or longer to have a nurse perform the evidentiary blood draw simply because of other medical priorities occurring within the emergency room. This extended time adds to the time a Winters Police Officer is away from the City.

Staff has determined that AMR has Paramedics that are certified to procure blood samples at the request of law enforcement under an agreement that permits the services to do so. Staff has been in contact with AMR Operations Manager Scott Gowin who has provided an agreement. Staff has shown this agreement to the Winters City Attorney and found the agreement to have the necessary language for City approval, which includes a clause to terminate the agreement if necessary. According to the City Attorney, the same agreement has been used between the City of Woodland and AMR.

The fee for the services is \$75.00 per blood draw that would be invoiced to the Winters Police

Department. The frequency of blood draws are typically minimal and should have minimal affect on the department's budget. Approval of this agreement should also help alleviate the amount of time a Winters Police Officer is away from the City during a shift.

Staff is recommending the City approve and authorize the City Manager to sign the agreement between the City of Winters and AMR so the Winters Police Department may begin the services outlined.

**FISCAL IMPACT:**

\$75.00 per blood draw sample.

Agreement for Blood Draw Processes between the City of Winters and American  
Medical Response West dba AMR  
November 1, 2014

This Agreement for Blood Draw Processes (“Agreement”) is entered into by and between the City of Winters, acting through its Police Department, and American Medical Response West dba AMR. The City of Winters and AMR may be referred to as “party” or “parties” in this agreement.

The parties wish to enter into this Agreement in order to establish the terms and conditions under which AMR will procure blood samples from persons in custody, at the request of the Winters Police Department.

- AMR will begin providing blood draw services to the Winters Police Department effective November 1, 2014. This agreement will continue until cancelled in writing by either AMR or the Winters Police Department.
- Requests for blood draw services are to be made to the AMR Sacramento Valley Dispatch Center. This request can be made either through Yolo Communications or directly to the AMR dispatch center by calling (800) 913-9112.
- AMR Paramedics will obtain legal venous blood samples from subjects in the custody of the Winters Police Department as requested.
- Venous blood samples will be drawn, as requested, on any subject in the custody of the Winters Police Department even if the subject refuses to give permission for a sample to be drawn.
- To ensure the safety of the subject in custody, the Police Officers present, and the AMR Paramedic, any subject who is refusing to give permission for a blood sample must be adequately restrained.
- This service will be performed at the Winters Police Department and in the presence of at least one Winters Police Officer.
- The Winters Police Department will provide all blood sample collection vials and will instruct the AMR Paramedic on which vial(s) to use.
- AMR will provide all other materials necessary to perform the blood draw and will dispose of all associated bio hazard waste.
- Once the venous blood sample is obtained, the AMR Paramedic will give the sample over to the witnessing Winters Police Officer for processing.
- The AMR Paramedic will complete a blood draw request form which will contain the following information:
  - Date and time the sample was taken
  - AMR trip number
  - Winters PD case number
  - Name and DOB of the subject the sample was obtained from
  - Requesting officer’s name and Signature.

**Quality of Services:** All parties agree to maintain the utmost integrity in the provision of services and to carefully monitor the quality of services which they provide.

**Payment / Billing**

- A fee of \$ 75.00 per blood draw will be paid by the Winters Police Department to American Medical Response.
- American Medical Response will send an invoice to the Winters Police Department once a month for all blood draw services rendered. The invoice will include:
  - Date of service
  - Winters PD case number
  - Name of the subject the blood sample was obtained from
  - Winters PD Officer who requested the blood draw
- Payment for services rendered are to be remitted to:

American Medical Response  
PO BOX 31001-1584  
Pasadena, CA 91110-1584

\*Please include the AMR invoice number when remitting payment.

**Insurance:** AMR shall, at its own cost and expense, maintain and keep in force, during the term of the Agreement, comprehensive broad form general liability insurance against all claims and liability for personal injury, death or property damage arising from the services provided under this Agreement, with no special limitations affecting the Winters Police Department or the City of Winters. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000) per occurrence. The policy shall be issued by an insurer admitted to do business in California, and shall name the City of Winters, the Winters Police Department, and their employees, agents, and officials as additional insured's.

**Hold Harmless:** AMR shall hold harmless the City of Winters and the Winters Police Department against any and all expense and liability, including attorney's fees and costs, for damage to property or injury or death of any person or persons in connection with or arising out of the services provided by AMR under this Agreement.

**Compliance.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, but not limited to, the federal Anti-kickback statute and the Health Insurance Portability and Accountability Act.

**Compliance Program and Code of Conduct.** AMR has made available to the Winters Police Department a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located

at: [www.amr.net](http://www.amr.net). AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a).

Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

This agreement shall be in force from the date of its signing until cancelled in writing by either American Medical Response or the City of Winters, acting through the Winters Police Department. The agreement, and details provided within the agreement, may be renegotiated at any time, with such negotiations initiated by any of the project partners. Any changes made to this agreement must be made in writing and carry the signatures of authorized representatives of both parties.

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John W. Donlevy, Jr., City Manager  
City of Winters  
318 First Street  
Winters, CA 95694  
(530) 795-4910

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Karl Pedroni, General Manager  
American Medical Response West  
1041 Fee Drive  
Sacramento, CA 95815  
(916) 563-0600

SACRAMENTO\AMORRIS\53253.1



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 7, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Carol Scianna, Environmental Services Manager on behalf of   
Winters Friends of the Library  
**SUBJECT:** Council Support for Winters Community Library 5 Year Celebration

**RECOMMENDATION:** Request to Council for financial support in the amount of \$750 to help the Winters Friends of the Library (WFOL) in and the Yolo County for the upcoming 5 Year Celebration of the Winters Community Library.

**BACKGROUND:** The Winters Community Library has been a true Community Library with support, cooperation, financial investments from the City of Winters, Winters Joint Unified School District, Yolo County Library and the WFOL. The library services and programs continue to expand and improve. This is evident when we see that the average number of monthly visitors is 6,500 and there are over 5,000 active library card holders in Winters. These are great indicators that show how vital the Library is to our diverse Winters community.

It is fitting that this November as we mark the 5 year anniversary of the Library's completion, we plan a celebration that marks the library's great success. The Library has become so much more than just a nice building. It is an amazing example of what can be done when partners work together for a common goal. The Library has become one of Winter's cornerstone.

The Celebration is being planned for an evening the first week of November, we will be having a guest speaker and wonderful food provided by the WJUSD Culinary class. The County staff is also planning a celebration event the that week during the day for families which will include activities, snacks and a storyteller. WFOL has increased our annual meeting budget of \$250 to

\$500, unfortunately that will not be enough to fund all of the activities we have planned. We are hopeful that the Council will be willing to help our efforts in the amount of \$750 to help us make these events a success.

**FISCAL IMPACT:** \$750 possibly using Council Discretionary Acct.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** October 7, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Adopt Resolution No.2014-30 to accept a Grant Deed for Public Right of Way and Utility Easement – Mermod Road Parcel Map #5058

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**RECOMMENDATION:** Staff recommends the City Council:

1. Adopt Resolution No. 2014-30 to accept a Grant Deed for dedication of Right of Way and Public Utility Easement for the Mermod Road Parcel Map #5058; and
2. Authorize the City Clerk to sign and record the Grant Deed on the City's behalf.

**BACKGROUND:** In March 2014, staff met with the applicant to discuss a possible Parcel Map (3 lots) at the east end of Mermod Road. A Parcel Map application was received on July 16, 2014, and the Parcel Map was approved by the Planning Commission on September 23, 2014.

**DISCUSSION:** The Subdivision Ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements. Such dedications shall be made by deed.

For the Mermod Road Parcel Map #5058, the City is requiring additional right of way for extension of Mermod Road, and a 12.5-foot Public Utility Easement. The attached Grant Deed conveys these property interests.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** No City funds impacted.

Attachment: Resolution No. 2014-30  
Grant Deed and Exhibits

**RESOLUTION No. 2014 - 30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
ACCEPTING THE GRANT DEED FOR PUBLIC RIGHT OF WAY  
AND UTILITY EASEMENT FOR MERMOD ROAD PARCEL MAP #5058**

**WHEREAS**, in order to maintain and upgrade public works facilities, and provide access and utility service to new development, it is sometimes necessary to obtain rights of way and easements from private property owners that create a subdivision; and

**WHEREAS**, the City's subdivision ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements; and

**WHEREAS**, such dedications of land for said purposes shall be made by deed; and

**WHEREAS**, the City's Planning Commission on September 23, 2014 conditionally approved Mermod Road Parcel Map No. 5058; and

**WHEREAS**, said Parcel Map includes the extension of Mermod Road as public right of way, and a 12.5-foot Public Utility Easement; and

**WHEREAS**, adoption of this Resolution will accept the Grant Deed for conveyance of the right of way and public utility easement for Mermod Road Parcel Map No. 5058, and authorize the City Clerk to sign and record the Grant Deed on behalf of the City.

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

1. Accept the Grant Deed for conveyance of the right of way and public utility easement for Mermod Road Parcel Map No. 5058; and
2. Authorize the City Clerk to sign the Grant Deed on behalf of the City; and
3. Authorize the City Clerk to record the Grant Deed with the Council Recorder.

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 7<sup>th</sup> day of October, 2014, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Cecilia Aguiar-Curry, MAYOR

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Ethan Walsh, City Attorney

**RECORDING REQUESTED BY:**  
CITY OF WINTERS

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

**WHEN RECORDED MAIL  
TO:**  
City Clerk  
City of Winters  
318 First Street  
Winters, CA 95694

**DOCUMENT TRANSFER TAX \$** \_\_\_\_\_

-

\_\_\_\_\_  
Signature of declarant determining tax

**G R A N T D E E D**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**

Next Generation Development LLC, a CA Limited Liability Company

**GRANT(S) TO CITY OF WINTERS, A MUNICIPAL CORPORATION, (Grantee) all of that real property  
situate in the County of Yolo, State of California, described as follows:**

A permanent Public Right of Way and Public Utility Easement in and to that portion of the real property situate, lying and being in the City of Winters, County of Yolo, State of California, such right of way and easement being more particularly described by the following Exhibits and attached hereto and made a part hereof:

**FOR LEGAL DESCRIPTIONS SEE EXHIBITS "A-1", "A-2", AND "B" ATTACHED HERETO AND MADE A PART  
HEREOF**

The purpose of the public right of way and utility easement are for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public right of way/roadway improvements and utilities such as, but not limited to, water distribution systems, storm drainage systems, sewer collection systems, electrical facilities, and associated appurtenances, over, along, upon, under, and across said property.

**Grantor Further Grants to Grantee the right to:**

1. Grant said easement or a portion thereof to other public utilities or public agencies;
2. Review and control of landscape plantings, trimming, maintenance and/or removal of trees within said Easement;
3. Review and control all signage and other appurtenances on said easement;
4. Review and control all vehicle access across said property;

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Miguel Moreno

"This conveyance is accepted by the undersigned on behalf of the City of Winters pursuant to City Council Resolution \_\_\_\_\_, recorded (date: \_\_\_\_\_), in the Recorder's Offices of the aforesaid County and State."

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Nanci Mills, City Clerk Winters

**EXHIBIT A-1**  
**MERMOD ROAD**  
**RIGHT OF WAY – FEE DEDICATION**

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

A PORTION OF BLOCK NUMBER 15 OF HILL'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE WEST LINE OF SAID LOT 15 FROM WHICH THE NORTHWEST CORNER OF SAID LOT 15 BEARS NORTH 00°29'53" WEST, ALONG SAID WEST LINE, 160.00 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTH 89°47'37" EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 15, 37.78 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET FROM WHICH BEGINS A RADIAL LINE BEARING SOUTH 44°07'40" WEST, THENCE SOUTHWESTERLY 59.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 169°13'23", THE CHORD OF WHICH BEARS SOUTH 38°44'22" WEST, 59.73 FEET, TO THE WEST LINE OF SAID LOT 15.; THENCE ALONG SAID WEST LINE, NORTH 00°29'53" WEST, 46.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,122 SQUARE FEET OF LAND, MORE OR LESS.

**EXHIBIT A-2**  
**12.5 FOOT PUBLIC UTILITY EASEMENT**

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

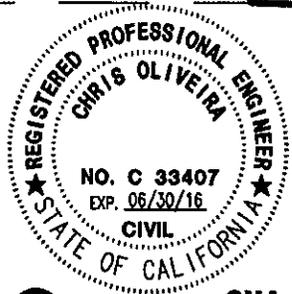
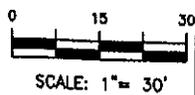
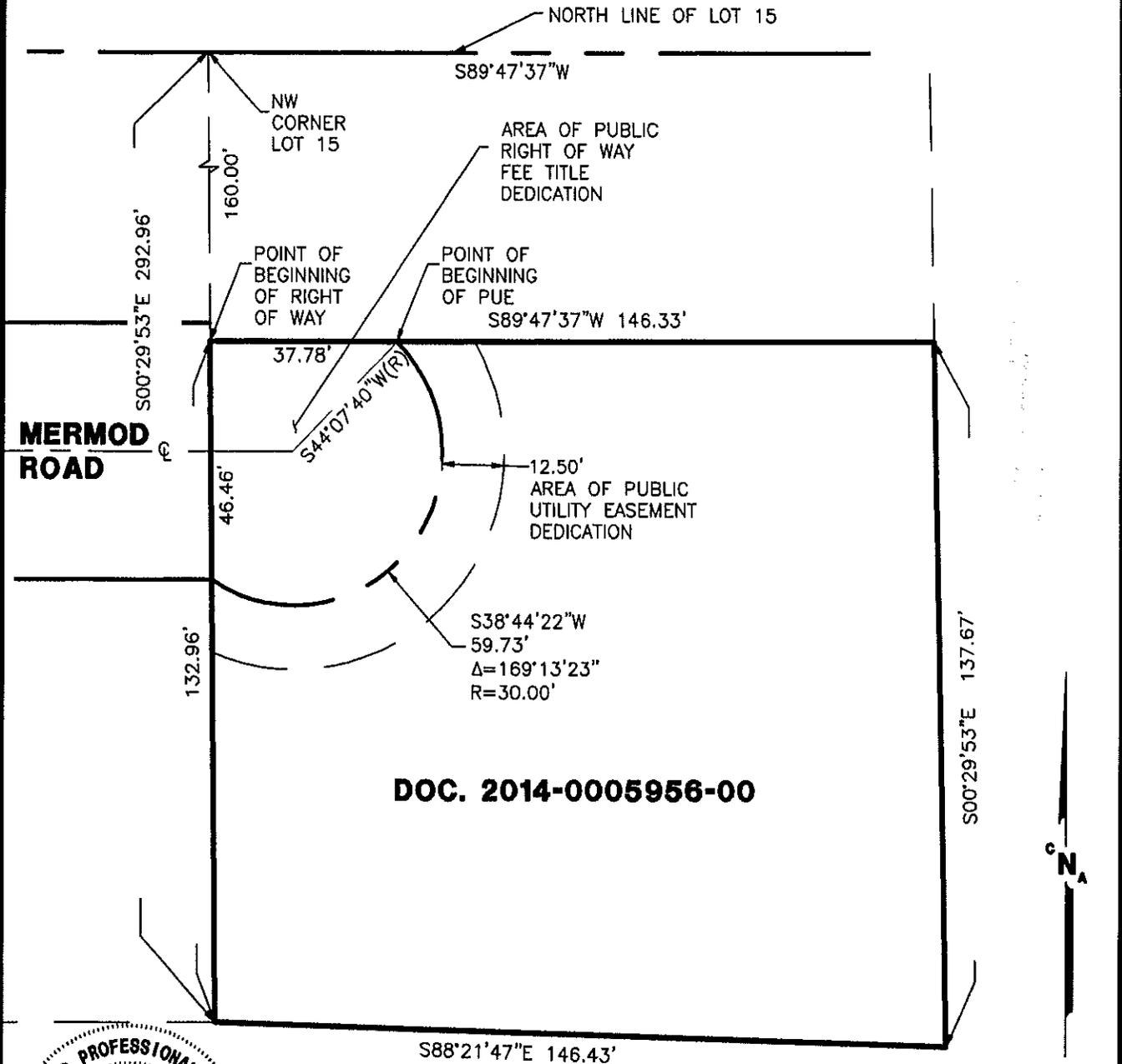
A PORTION OF BLOCK NUMBER 15 OF HILL'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, M.D.B.&M. BEING A 12.5 FOOT STRIP OF LAND LYING SOUTHERLY AND EASTERLY OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SAID LOT 15 BEARS NORTH 89°47'37" EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 15, 37.78 FEET AND NORTH 00°29'53" WEST, ALONG SAID WEST LINE, 160.00 FEET; THENCE FROM SAID POINT OF BEGINNING, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET FROM WHICH BEGINS A RADIAL LINE BEARING SOUTH 44°07'40" WEST, THENCE SOUTHWESTERLY 59.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 169°13'23", THE CHORD OF WHICH BEARS SOUTH 38°44'22" WEST, 59.73 FEET, TO THE WEST LINE OF SAID LOT 15.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET THE ADJOINING PROPERTY LINES.

CONTAINING 1,215 SQUARE FEET OF LAND, MORE OR LESS.

# ANDERSON AVENUE



**CNA ENGINEERING INC.**

CIVIL ENGINEERING: LAND SURVEYING: PLANNING: STRUCTURAL DESIGN

PHONE: (916) 485-3748  
 2575 VALLEY ROAD, SACRAMENTO, CA 95821  
 at.cnaeng@sbcglobal.net

**EXHIBIT B**  
**RIGHT OF WAY AND EASEMENT DEDICATION**  
**PARCEL MAP NO. 5058**  
 LOCATED IN A PORTION OF SECTION 21,  
 T.8N., R1W M.D.B.&M.  
 CITY OF WINTERS, YOLO COUNTY  
 SHEET 1 OF 1      SEPTEMBER 23, 2014



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 7, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*  
**SUBJECT:** Claim Against the City of Winters – Claudia Smyth

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**RECOMMENDATION:**

It is recommended that the City Council deny the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

**BACKGROUND:**

Anytime the City of Winters receives a Claim for Damages to Person or Property, the claim is denied and referred to YCPARMIA to handle the investigation.

**FISCAL IMPACT:**

Not to exceed the City's \$1,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CLAIM FOR DAMAGES  
TO PERSON OR PROPERTY

TO: (Entity) City of Winters

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT <u>Claudia Smyth</u>		Date of Birth of Claimant <u>03-09-1953</u>
Home Address of Claimant <u>614 Fourth Street</u>		Occupation of Claimant <u>Food Service</u>
City and State <u>Winters, CA</u>		Home Telephone Number <u>(530) 795-9874</u>
Business Address of Claimant <u>Winters, CA</u>		Business Telephone Number <u>(707) 469-6660</u>
City and State <u>95694</u>		
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: <u>P.O. Box 1214, Winters, CA (530) 795-9874</u>		
When did DAMAGE or INJURY occur? <u>Started</u> Date <u>2-16-14</u> Time <u>AM</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES <input type="radio"/> NO <input checked="" type="radio"/> (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____		

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.

Aforementioned street address; 42 feet out of property  
Describe in detail how the DAMAGE or INJURY occurred: clean out.

31" of pipe missing from street clean out to Main.

Names of any employees involved in INJURY or DAMAGE:  
Why do you claim the Entity is responsible?

I had front yard dug up because  
Above reason. City said problem was on my end.  
Video proves my line is clear.

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)	Estimated prospective damages as far as known
Damage to property.....\$ _____	Future expenses for medical and hospital care.....\$ _____
Expenses for medical and hospital care...\$ _____	Future loss of earnings.....\$ _____
Loss of earnings.....\$ _____	Other prospective special damages.....\$ _____
Special damages for.....\$ _____	Total estimate prospective damages.....\$ _____

General Damages.....\$ \_\_\_\_\_  
 Total damages incurred to date.....\$ 1625.00

Total amount claimed as of date of presentation of the claim: \$ \_\_\_\_\_

Was damage and/or injury investigated by police? No If so, what city? \_\_\_\_\_

Were paramedics or ambulance called? No If so, name city or ambulance \_\_\_\_\_

If injured, state date, time, name and address of doctor of your first visit \_\_\_\_\_

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

Name Robinson's Plumbing Address P.O. Box 7005 Phone (916) 432-9888  
 Name \_\_\_\_\_ Address Citrus Heights, CA Phone \_\_\_\_\_

Name Advanced Plumbing Address Vacaville, CA Phone (707) 446-1800  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

DOCTORS and HOSPITALS

Hospital \_\_\_\_\_ Address \_\_\_\_\_ Date Hospitalized \_\_\_\_\_

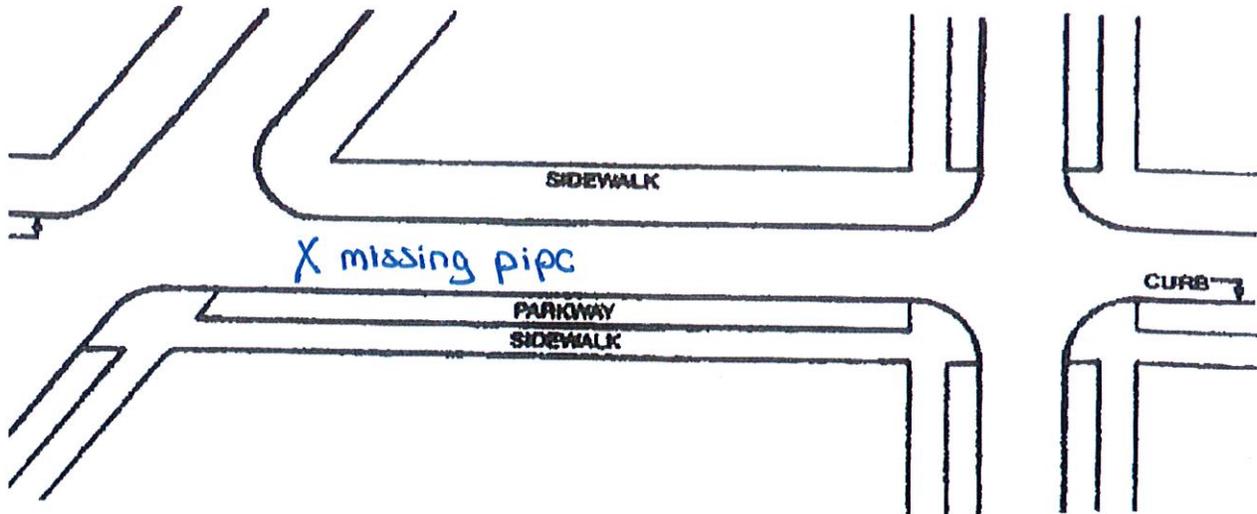
Doctor \_\_\_\_\_ Address \_\_\_\_\_ Date of Treatment \_\_\_\_\_

Doctor \_\_\_\_\_ Address \_\_\_\_\_ Date of Treatment \_\_\_\_\_

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.

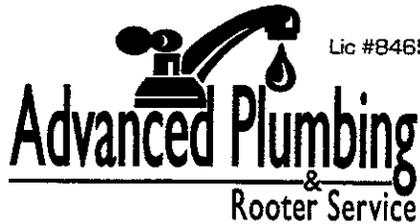
NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to Claimant: <u>CA Smyth</u>	PRINT Name: <u>Claudia Smyth</u>	Date: <u>9-19-14</u>
--	-------------------------------------	-------------------------

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)





Lic #846530

38 Commerce Place, Ste. A  
 Vacaville, California 95687  
 www.solanoplumber.com

707-446-1800  
 707-422-1600  
 fax 707-448-5556

Invoice

**JOB LOCATION**

NAME: Claudia Smith  
 ADDRESS: 114 1/2 L  
 CITY: Windsor STATE: CA ZIP:   
 HOME PHONE: 509 795-4874 FAX PHONE:   
 SOLD TO

NAME:   
 ADDRESS:   
 CITY: STATE: ZIP:   
 HOME PHONE: FAX PHONE:

DATE: 7-30-14  
 TECHNICIAN: [Signature] #   
 LABORER:   
 JOB START DATE: COMPLETION DATE:   
 PURCHASE ORDER #   
 PAID BY:  CHK  C.C.  CASH   
 C.C. #   
 EXP. AUTH. #

YOU, THE OWNER OR TENANT, HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND AND YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. FOR AN EXPLANATION OF THIS RIGHT, SEE THE ATTACHED NOTICE OF CANCELLATION FORM. CANCELLING AFTER WORK HAS BEGUN, OR AFTER YOU HAVE WAIVED YOUR RIGHT TO CANCEL IS UNLAWFUL.

CK # 1193  
 30 DAY BILLING  10 DAY BILLING AUTH BY

**DIAGNOSIS/SOLUTION:** Ran a video inspection of the sewer line from the cleanout in front of the house towards the city. \*4 feet past the city cleanout the drain line empties into a void and has multiple obstructions.

\*Note - called the city to verify our findings and make the repairs on their street

QUAN	TASK/ADD-ON#	DESCRIPTION	STANDARD RATE	VALUE RATE
1	T71716	video sewerline	<del>270.00</del>	270.00
		*Did meet with Terry w/ city		
		paid full		

**ACCEPTANCE OF WORK PERFORMED** - I acknowledge satisfactory completion of the above described work, and that the premises have been left in a satisfactory condition. I understand that if my check does not clear, I could be held liable for three times the amount of the check, in no case more than \$500, nor less than \$100, plus the face value of the check, as set forth in California Civil Code Section 1719. I agree that the amount set forth in the space marked "TOTAL", is the total flat price I have agreed to.

SIGNATURE X \_\_\_\_\_

**AUTHORIZATION TO PROCEED WITH WORK** - I hereby authorize the herein below described work at the above listed price. I agree to pay 1 3/4% per month for past due contracts (minimum charge: \$15). In the event that collection efforts are initiated against me. I shall pay for all associated fees at the posted rates. By the addition of my signature below, I agree that I have received a copy of the contract, notice to owner, and that I have read, understand, and agree to the terms listed herein and on the reverse side.

SIGNATURE X \_\_\_\_\_

**CITY PERMIT**

OWNER  
 owner initials \_\_\_\_\_  
 ADVANCED

www.solanoplumber.com

**Advanced Plumbing & Rooter Service**  
 Solutions not excuses!

38 Commerce Place, Ste. A  
 Vacaville, California 95687

Find us on facebook

@ Advanced Plumbing & Rooter Service

Value Rate is For Service Agreement Customers Only  
 Value Rate Pricing will be honored for a period of 30 days with purchase of Service Agreement

You Save \$

Remove Old Parts YES  NO

TOTAL \$ 270.00

# PLUMBING WORK ORDER/INVOICE N 0329

# Robinson's Plumbing

P.O. Box 7005 - Citrus Heights, CA 95621  
Lic# 928538

**Phone: (916) 432-9888**

**www.robinsonplumbing.biz**

CHECK LIST	QTY.	ITEM OR PART DESCRIPTION	UNIT	AMOUNT
<input type="checkbox"/> WATER HEATER				
<input type="checkbox"/> ELEMENTS <input type="checkbox"/> THERMOSTAT <input type="checkbox"/> RELIEF VALVE <input type="checkbox"/> CUP TUBE <input type="checkbox"/> ELECTRICAL COMM.				
<input type="checkbox"/> GAS WATER HEATER				
<input type="checkbox"/> THERMOCOUPLE <input type="checkbox"/> BURNER <input type="checkbox"/> CONTROL (GAS) <input type="checkbox"/> FLUE PIPE <input type="checkbox"/> RELIEF VALVE				
<input type="checkbox"/> TOILET				
<input type="checkbox"/> BALL COCK <input type="checkbox"/> FLAPPER <input type="checkbox"/> SUPPLY LINE <input type="checkbox"/> WAX SEAL & CLOSET BOLTS				
<b>TOTAL MATERIALS</b>				

NAME	Claudia Smyth		
STREET	1014 Fourth St		
CITY	STATE	ZIP	
Winters	CA	95674	
MAKE	MODEL	SERIAL NUMBER	

DATE	4/30/14
DATE ORDERED	4/30/14
DATE SCHEDULED	4/17/14
PHONE	7957504
<input type="checkbox"/> WARRANTY	
<input type="checkbox"/> CONTRACT	
<input type="checkbox"/> SERVICE CONTRACT	
<input type="checkbox"/> NORMAL	
<input type="checkbox"/> RES. <input type="checkbox"/> COMM.	

DESCRIPTION OF WORK	SERVICE
<input checked="" type="checkbox"/> DRAIN CLEANING <input type="checkbox"/> KITCHEN SINK <input type="checkbox"/> WASHER LINE <input checked="" type="checkbox"/> MAIN LINE <input type="checkbox"/> LAVATORY LINE <input type="checkbox"/> TUB OR SHOWER	
<input type="checkbox"/> KITCHEN SINK <input type="checkbox"/> SINK FAUCET <input type="checkbox"/> SINK DRAIN <input type="checkbox"/> GARBAGE DISPOSAL <input type="checkbox"/> AIR GAP <input type="checkbox"/> DW CONNECTORS	
<input type="checkbox"/> TUB & SHOWER <input type="checkbox"/> TUB VALVE <input type="checkbox"/> TRIP LEVER <input type="checkbox"/> SHOWER DIVERTER <input type="checkbox"/> TUB OR SHOWER DRAIN	
<input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> CRAWL SPACE ROUGH DRAINAGE P.S.I. <input type="checkbox"/> SLAB ROUGH DRAINAGE P.S.I. <input type="checkbox"/> TOP OUT DRAINAGE P.S.I. <input type="checkbox"/> SEWER OR SEPTIC DRAINAGE P.S.I. <input type="checkbox"/> WATER P.S.I. <input type="checkbox"/> PRESSURE REGULATOR <input type="checkbox"/> BOOSTER PUMP <input type="checkbox"/> FINAL	
<input type="checkbox"/> COMMERCIAL REPAIR <input type="checkbox"/> FLOOR DRAINS <input type="checkbox"/> DWASHER BOOSTER <input type="checkbox"/> GREASE TRAP	
Customer Believed Sewer Line In Front Yard Was Collapsed And Estimate was Given For 3000 To Replace Approx 30' To Side walk. During Excavation at First 20' No Breaks were Found. For This Reason Original Est was Aborted.	
Removed Bad (Top) Clean out Near Kitchen Window And Replaced with Kelly 2 way system tested well.	1250.00
Replaced Address Numbers with 6" numbers and replaced missing smoke alarm.	

METHOD OF PAYMENT	<input type="checkbox"/> CHECK <input type="checkbox"/> CASH <input checked="" type="checkbox"/> CREDIT CARD	TOTAL MATERIALS	
RECOMMENDATIONS	WORK ORDERED BY Claudia Smyth I hereby acknowledge the satisfactory completion of the above described work. X <u>CASmyth</u> 1/1 SIGNATURE DATE	TOTAL LABOR	
		TAX	
		OTHER CHARGES	
		TOTAL	1250.00

**Thank You**



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 7, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Nanci Mills, Director of Administrative Services   
**SUBJECT:** Street Closure for the Winters Chamber of Commerce Harvest Festival  
Scheduled for Friday, October 24, 2014

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**RECOMMENDATION:**

Approve the closure of Main Street between Railroad Avenue to Mid Crossing of Main Street for the annual Harvest Festival and Wine Stroll, scheduled for Friday, October 24, 2014 from 5:00 p.m. to 9:00 p.m., sponsored by the Winters Chamber of Commerce.

**BACKGROUND:**

The Winters Chamber has requested the closure of portions of Main Street for the date and time specified above.

The Chamber has notified the Main Street business owners located within this area of the requested closure date. They have provided the names and signatures of those business owners who have acknowledged and agreed to these requests. The Chamber has requested that closure notification be posted on all affected streets a minimum of 24 hours prior to the scheduled closures and barricades be placed at the Main/Railroad and Main/First intersections.

As per the City's Street Closure Ordinance, this request requires Council approval of identified streets on the attached form.

**FISCAL IMPACT:** TBD (signage, barricade placement)



**City of Winters Request for Street Closure**

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

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

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

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

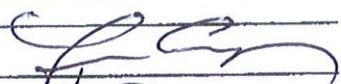
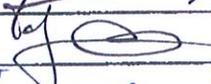
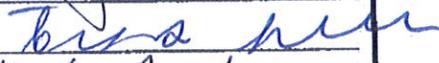
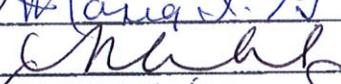
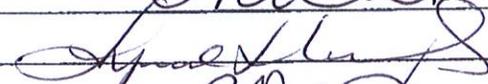
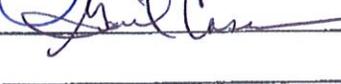
Request to close these streets shall be processed in much the same manner except that the request shall be submitted to the City Council by the Police Department. Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

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

Name: <u>Sheri Neal</u>	Organization: <u>Winters Chamber</u>
Address: <u>32-A Railroad Ave.</u>	Mailing Address: <u>32-A Railroad Ave</u>
Telephone: <u>530-795-2329</u>	Today's Date: <u>8.9.12.14</u>
Streets Requested: <u>Main St. From Railroad to Mid crossing</u>	
Date of Street Closure: <u>10.24.14</u>	Time of Street Closure: <u>from 3pm</u>
Description of Activity: <u>Harvest Festival</u>	
Services Requested of City: <u>Barriers, no parking signage.</u>	
<p><b>APPROVED:</b> _____ <b>Police Department</b> _____ <b>Public Works Department</b></p>	

### 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.

Pomona Creek Cafe	
Winters Healthcare	
Tensa Silver	
Metro PCS	Victor Arechiga
Flenda Deliciosos	
La Podega	Jame
Adry's	Marian L. G
Ireland	
Rod Stock	
Zilly	3800
Buckhorn	
Ace	
MVC	
FNB 4100	
48 Main St.	
Cloth Carousel 9 Main St.	

DAILY LICENSE APPLICATION/AUTHORIZATION - Non Transferable

Instructions: Complete all items. Submit to local ABC District Office with required fee (Cashier's Check or Money Order) payable to ABC. Once license is issued, fee cannot be refunded. For a listing of ABC District Offices please visit <http://www.abc.ca.gov/distmap.html>  
Pursuant to the authority granted by the organization named below, the undersigned hereby applies for the license(s) described below.

LICENSE NUMBER	GEO CODE
RECEIPT NUMBER	
FEE \$	

1. ORGANIZATION'S NAME Winters Chamber of Commerce CONDITIONS REQUIRED  Yes  No DIAGRAM REQUIRED  Yes  No

2. LICENSE TYPE (Check appropriate license type AND organization type)

a.  **Daily General (\$25.00)** (Includes beer, wine and distilled spirits)  
 Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure  Fraternal Organization in Existence Over Five Years with Regular Membership  
 Organization Formed for Specific Charitable or Civic Purpose  Religious Organization  
 Other: \_\_\_\_\_  Vessel per Section 24045.10 B&P (\$50.00)

b.  **Special Daily Beer (\$25.00)**  **Special Daily Beer & Wine (\$50.00)**  **Special Daily Wine (\$25.00)**  
 Charitable  Fraternal  Social  Political  Other: \_\_\_\_\_  
 Civic  Religious  Cultural  Amateur Sports Organization

c.  **Special Temporary License (\$100.00)** (Different privileges depending on statute)  
 Television Station per Section 24045.2 or 24045.9 B&P  Person conducting Estate Wine Sale per Section 24045.8 B&P  
 Nonprofit Corporation per Sections 24045.4 and 24045.6 B&P  Women's Educational and Charitable Organization per Section 24045.3 B&P  
 Other Special Temporary Licenses, per Section \_\_\_\_\_  
License number \_\_\_\_\_ Amount \$ \_\_\_\_\_

3. EVENT TYPE  
 Dinner  Dance  Wedding  Lunch  Picnic  Barbeque  Social Gathering  Festival  
 Sports Event  Concert  Birthday  Mixer  Carnival  Dinner Dance  Other: \_\_\_\_\_

4. TOTAL # OF DAYS 1 5. ESTIMATED ATTENDANCE 150 6. HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE AND/OR CONSUMPTION  
From 5pm To 9pm

7. EVENT DATE(S) 10-24-14 8. EVENT IS OPEN TO THE PUBLIC  Yes  No

9. EVENT LOCATION (Give facility name, if any, street number and name, and city)  
1st Block of Mainst Downtown

10. LOCATION IS WITHIN THE CITY LIMITS  Yes  No 11. TYPE OF ENTERTAINMENT music 12. SECURITY GUARDS  Yes  No If yes, how many? \_\_\_\_\_

13. AUTHORIZED REPRESENTATIVE'S NAME Sheri Neal - Executive Director Winters Chamber 14. REPRESENTATIVE'S TELEPHONE NUMBER 530-795-2329

15. REPRESENTATIVE'S ADDRESS 312-A Railroad Ave Winters, CA 95694

16. ORGANIZATION'S MAILING ADDRESS (If different from #15 above)

17. AUTHORIZED REPRESENTATIVE'S SIGNATURE Sheri Neal 18. DATE SIGNED 9.4.14

PROPERTY OWNER APPROVAL BY (Name), REQUIRED	PHONE NUMBER	PROPERTY OWNER SIGNATURE	DATE SIGNED
LAW ENFORCEMENT APPROVAL BY (Name), IF APPLICABLE	PHONE NUMBER	LAW ENFORCEMENT SIGNATURE	DATE SIGNED
DISTRICT OFFICE APPROVAL BY (Name)		ABC EMPLOYEE SIGNATURE	ISSUANCE DATE

The above-named organization is hereby licensed, pursuant to the California Business and Professions Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the above named location for the period authorized above. This license does not include off-sale ("to-go") privileges.  
This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 7, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Ethan Walsh, City Attorney  
**SUBJECT:** Introduction and First Reading of Ordinance 2014-04 Amending Winters Municipal Code to Allow Off-leash Dogs in Designated Parks and to Provide Added Regulation of Vicious Dogs

**RECOMMENDATION:** Staff recommends that the Council introduce Ordinance No. 2014-04.

**BACKGROUND:** At the August 19, 2014 City Council meeting, the Council discussed the recommendations of an Animal Committee formed by the City to consider the possibility of establishing off-leash areas for dogs within the City limits, and for addressing concerns with vicious dogs within the City. Following that discussion, the City Council directed the City Attorney to draft an ordinance that would adopt the Animal Committee's recommendations, with certain minor modifications. Specifically, the Council recommended that the definition of "vicious dog" to remove the reference to "size" as a factor in determining whether a dog is vicious. The Council also directed the City Attorney to conduct some additional research to determine whether the amount of liability insurance (\$50,000.00) required by the recommended language is appropriate, and whether the amount of the proposed fine for violation of the ordinance (between \$200-\$1,000) is appropriate.

**DISCUSSION:** Based on Council direction, the City Attorney's office prepared the attached ordinance. However, based on additional research, the City Attorney made some additional modifications to the ordinance in an effort to simplify implementation of the ordinance, while still providing the City with a means to take preventative measures against vicious dog attacks, which

we believe is the primary goal of the Council. Below is some additional background on this issue, as well as a summary and explanation for the modifications to the Animal Committee's original proposal.

The City has adopted the Yolo County Code provisions regarding regulation of animals, which are set forth at Title 6, Chapter 1 of the Yolo County Code. These regulations have been adopted by the City of Winters by reference in our Municipal Code, and govern animal control within the City limits. The County Code does include regulations restricting the keeping of "vicious animals" (Title 6, Chapter 1, Article 10 of the Yolo County Code). However, the County's regulations only apply to animals that have actually committed an unprovoked attack. In the event of an unprovoked attack, the County may go through a hearing process for the dog owner with a number of potential penalties, including destruction of the offending animal. While these provisions do apply within the City, they do not address the problem of vicious dogs until after an attack has occurred. It is our understanding that the Council wants to take steps in addition to these existing regulations, to prevent vicious dog attacks before they occur.

The enclosed ordinance makes the amendments recommended by the Animal Committee to allow for designation of off-leash dog parks by the City Council. If the ordinance passes, then the Council can designate specific off-leash dog parks once the ordinance goes into effect.

The enclosed ordinance also makes the recommended additions to the Municipal Code to add requirements regarding the regulation of vicious dogs, with a few exceptions. First, we removed the "violations" section, which included specific steps that the City would take to enforce violations of the regulations regarding vicious dogs. The remedies included immediate seizure and impoundment of the dog, and the revocation of the animal's license, and prosecution of any violation as a misdemeanor. The City contracts with the County Sheriff for animal control services. As a result, the City does not have the internal resources needed to seize or impound dogs, and the City does not issue dog licenses, as those are handled by the County. Further, the Municipal Code already specifies in Section 1.16.010 that all violations of the Municipal Code constitute a misdemeanor, and Chapter 19.04 establishes procedures by which the City can enforce violations. So additional language in this ordinance declaring that a violation constitutes a misdemeanor is unnecessary.

We have additionally removed the insurance requirements for vicious dogs. While the insurance provisions would provide victims with some additional remedies in the event of an attack, it would be more difficult to enforce this provision as a preventative measure prior to a dog attack, without providing an opportunity for a hearing regarding whether or not the dog is in fact a "vicious dog" before imposing this additional financial burden on the dog owner. Given the City's limited resources to conduct such hearings, we recommend removing this provision, and focusing on utilizing the other preventative measures required by the ordinance to ensure that dogs that fit the proposed definition of "vicious dogs" are adequately secured.

**FISCAL IMPACT:** The introduction of this Ordinance will not have a financial impact on the City.

**ORDINANCE No. 2014-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF WINTERS, CALIFORNIA, AMENDING SECTION  
6.04.020, ADDING SECTION 6.04.025 AND ADDING  
CHAPTER 6.08 TO THE WINTERS MUNICIPAL CODE  
RELATING TO REGULATION OF DOGS IN THE CITY  
OF WINTERS**

**WHEREAS**, the County of Yolo passed the “Animal Control Law of the County of Yolo,” as amended, which is codified at Chapter 1 of Title 6 of the Yolo County Code, which governs the regulation of animal control within the jurisdiction of Yolo County; and

**WHEREAS**, the City has adopted Chapter 1 of Title 6 of the Yolo County Code, as amended, relating to dogs, by reference as permitted under the Yolo County Code; and

**WHEREAS**, the City desires to continue to apply the provisions of Chapter 1 of Title 6 of the Yolo County Code, as amended, relating to dogs within the City’s jurisdiction, with certain modifications to the provisions of relating to dogs on leashes; and

**WHEREAS**, the City additionally desires to add provisions to its Municipal Code to further regulate the keeping of vicious dogs within the City’s boundaries; and

**WHEREAS**, in order to make the desired modifications relating to dogs on leashes and regulation of vicious dogs, the City desires to adopt various amendments to Title 6 of the Winters Municipal Code;

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

**Section 1.** Section 6.04.020 of the Winters Municipal Code is hereby amended to read as follows:

**“6.04.020 Adoption of county animal control ordinance.**

The City adopts by reference all parts of Chapter 1 of Title 6 of the Yolo County Code, as it may be amended from time to time relating to animals, as permitted under said Chapter of the Yolo County Code, except for Section 6-1.401.1, entitled ‘Dogs on Leashes.’”

**Section 2.** Section 6.04.025 is hereby added to the Winters Municipal Code to read as follows:

**“6.04.025 City amendment to the Animal Control Law of the County of Yolo.**

The City’s adoption by reference of Chapter 1 of Title 6 of the Yolo County Code as set forth in Section 6.04.020 of this Code shall be subject to the follow amendment, which shall not be superseded or modified by further amendment of the Yolo County Code unless the amendment is approved by the City:

‘Section 6-1.401.1 Dogs on Leashes; Dog Parks.

Dogs on Leashes. No owner of a dog shall permit such dog to be within the limits of the city other than on private property with the consent of the property owner, unless the dog is restrained by a leash not exceeding eight feet in length; provided, however, that this section shall not apply (1) if the dog is assisting a peace officer in law enforcement duties, (2) if the dog is participating in a dog training class, obedience class, exhibition, or competition that is being conducted at that location with the permission of the cit, or (3) the dog is in a park designated as an “Off-Leash Dog Park” by the City Council.’

**Section 3.** Chapter 6.08 is hereby added to the Winters Municipal Code to read as follows:

**“CHAPTER 6.08. VICIOUS DOGS**

Section 6.08.010. Definitions

Section 6.08.020. Regulations

**6.08.010 Definitions**

‘Vicious dog as used in this Chapter shall mean:

A. Any dog which because of its training, behavior, physical nature or vicious propensity is capable of inflicting serious physical harm or death to human beings and which would constitute a danger to human life or property if it were not kept in the manner required by this Chapter;

B. Any dog which has previously attacked or bitten a human being, to the extent that medical treatment was required; unless such attack has been deemed to be excusable by the Chief of the County Animal Control Division, pursuant to 6-1.1003.1 of the Yolo County Code;

C. Any dog which has behaved in such a manner that the owner or keeper thereof knows or should reasonably know that the dog is possessed of tendencies to attack or bit human beings;

D. Any dog which has been trained as an attack dog, or for protection, except such dogs which are employed by any law enforcement agency.

**6.08.020. Regulations**

A. The keeping of vicious dogs shall be subject to the following conditions:

1. Leash and Muzzle. No person shall permit a vicious dog to go outside its kennel or rear yard pen unless such dog is securely leashed with a leash no longer than four feet in length. No person shall permit a vicious dog to be kept on a chain, rope or other type of leash outside its kennel, pen or rear yard unless a person is in physical control of the leash. Such dogs may not be leashed to an inanimate object such as trees, posts, buildings, etc. In addition, such dog on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.

2. Confinement. All vicious dogs shall be securely confined indoors or in a securely enclosed and locked pen, kennel, or rear yard, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All such structures must have a secure bottom or floor attached to the sides of the structure or the sides must be embedded in the ground no less than two feet. In the case of a rear yard, the yard must be entirely enclosed and the fencing must be of sufficient height, and sufficiently anchored at the bottom, that the dog will not be capable of going over or under the fence or enclosure. All such structures or yards must be locked with a key or combination lock when such animals are within the structure. All such structures must comply with all zoning and building regulations of the City and must be adequately ventilated and kept in a clean and sanitary condition.

3. Confinement indoors. No vicious dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition.

4. Signs. All owners, keepers or harborers of vicious dogs within the city shall within ten days of the effective date of this Chapter display in a prominent place on their premises a sign easily readable by the public using the words 'Beware of Dog.' In addition, a similar sign is required to be posted on the pen or kennel of such dog.

B. The regulations set forth in this Chapter shall be in addition to and shall not supersede the requirements and regulation of vicious animals pursuant to Article 10 of Chapter 1 of Title 6 of the Yolo County Code, which has been adopted by reference by the City pursuant to Section 6.04.020 of the Municipal Code.

**Section 4.** CEQA. This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. 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 5.** Custodian of Records. The documents and materials that constitute the record

of proceedings on which this Ordinance is based are located at the City Clerk's office located at 318 First Street, Winters, CA 95694. The custodian of these records is the City Clerk.

**Section 6.** Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Winters hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**Section 5.** Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Winters, California, at a regular meeting of the City Council held on the 7<sup>th</sup> day of October, 2014.

**City of Winters**

\_\_\_\_\_  
By: Cecilia Aguilar-Curry, Mayor

**ATTEST:**

\_\_\_\_\_  
Nanci Mills, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ethan Walsh, City Attorney

I, Nanci Mills, City Clerk of the City of Winters do hereby certify that the foregoing Ordinance No. 2014-04 is the actual Ordinance No. 2014-04 introduced at a regular meeting of said City Council on the 7<sup>th</sup> day of October, 2014 and was finally passed and adopted not less than five (5) days thereafter on the \_\_\_\_ day of \_\_\_\_\_, 2014 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Nanci Mills, City Clerk

82573.00023\9320849.1



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** October 7, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Final Map Approval for Hudson/Ogando Subdivision

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**RECOMMENDATION:** Staff recommends the City Council:

1. Receive the staff report and consider certain clarifications to the implementation of the Conditions of Approval for Hudson/Ogando Subdivision; and
2. Adopt Resolution No. 2014-31, to accept a Grant Deed for dedication of Right of Way and Public Utility Easement for the Hudson/Ogando Final Map #4684 and authorize the City Clerk to record the Grant Deed with the County Recorder; and
3. Adopt Resolution No. 2014-27 approving the following:
  - a. Authorize the Mayor to execute the Public Improvement and Maintenance Agreement with Turning Point Acquisitions V, LLC; and
  - b. Approve the Final Map #4684 for Hudson/Ogando Subdivision; and
  - c. Authorize the City Clerk to record the Public Improvement Agreement and Final Map with the County Recorder.

**BACKGROUND:** The Hudson Ogando Subdivision project consists of approximately 72 single family lots on 15.97 acres, with Yolo County Assessor's Parcel Numbers 003-430-34 and 003-430-33, and located at the northwest side of Grant Avenue and Main Street. The Tentative Map was approved on November 15, 2005.

Due to the decline in the economy, the map has not moved forward until recently. The Developer has met with City staff over the last several months in an effort to revive the project and move forward with construction this fall.

**DISCUSSION:** **Clarifications to the implementation of the Conditions of Approval:**  
As we move forward with approval of the Final Map, staff wants to point out the following Conditions of Approval will be met but minor clarifying changes to the manner in which the

conditions will be implemented (in **bold**). These are a result of changes in site conditions, requirements, or timing of adjacent development moving forward:

**COA #47** Prior to acceptance of the final map, the applicant shall submit for review and approval by the City, design specifications for decorative and aesthetically pleasing masonry wall (minimum 6 feet in height) and landscaping (minimum 4.5 feet in width) along the north and east boundaries of the mobile home park property. This wall and landscaping shall be installed by the applicant and accepted by the City on a schedule to be determined by the City. Lots 150 through 183 shall not be occupied until the wall and landscaping improvements are installed and accepted. ~~There shall be an opening in the wall along the north side of the mobile home park to allow for pedestrian and bicycle access to the north.~~

Note: Due to concerns with security, the trailer park manager does not support an access through the wall. The developer will inform the trailer park manager in writing that the access will not be provided.

**COA #74** West Main Street:

- a) Full widening improvements to include off-street landscaping and ped/bike path on west side shall be constructed from **the north end of the existing Fire/Police Facility Grant Avenue** to the northern terminus of this Tentative Map with the first final map on the project. **A sign shall be installed directing southbound bicyclists to transition from the ped/bike path to the existing on-street Class II Bike Lane.**

Note: The frontage of the Fire/Police Facility is completed and bicyclists can transition from a new Class I path at the north property line of Fire/Police parcel (driveway) to an existing Class II bike lane along the frontage of the Fire/Police Facility to Grant Ave.

- c) If the Traffic Signal at West Main Street and Grant Avenue is not funded and constructed by the Callahan Estates development prior to approval of the first final map for Hudson-Ogando development, the project proponent shall **work with the City on a financing plan to fund** and construct improvements after construction and occupancy of 50 family dwelling unit "equivalents" from this project and/or Highlands, ~~Callahan Hudson-Ogando~~, or Creekside (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents"). The signal is to be constructed **based on the financing plan at applicant's expense** subject to a reimbursement from the City Development impact fees through a reimbursement agreement, and the City shall not issue additional permits beyond the 50 family dwelling unit equivalents until a financing plan that is acceptable to the City has been agreed to by the City and Developer.

Note: City will monitor build-out progress and work on a financing plan that assumes a combination of City and Development Impact funds. For City funds, staff is applying for grant funds to address safety for school ped and bike traffic. Regardless of the financing plan, the developer is on the hook for the signal after the 50<sup>th</sup> unit.

COA #78 Grant Avenue:

- a) Full widening improvements to include off-street landscaping and ped/bike path on north side shall be constructed from West Main Street to the western terminus of this Tentative Map with the traffic signal at Grant and W. Main ~~first final map on the project~~.

Note: A portion of these improvements exist along the southern frontage of the Fire/Police Facility. The remaining improvements will be deferred and constructed with the future signal project in accordance with the financing plan or by the Developer.

- b) Removal of existing non-standard sidewalk and construction of 5-foot wide concrete pedestrian sidewalk improvements, as approved by the City Engineer, from the west boundary of the Tentative Map improvements to the existing sidewalk at Taylor Street to the east, **will occur with the signal project at Grant and W. Main**. Relocate fire hydrant as necessary.

Note: The improvements will be deferred and constructed with the future signal project, in accordance with the financing plan or by the Developer.

**COA #114** Prior to approval for use of the City's existing (sewer) force main pipe, Applicant **and/or City** shall assess the capacity and physical condition of the force main and obtain **City Manager/Engineer** approval for use on the project. If the force main cannot be used, the Applicant shall be required to construct a new force main to the WWTP or other acceptable alternative approved by the City Engineer.

Note: The City is currently completing the assessment for city-wide concerns.

**Grant Deed for dedication of Right of Way and Public Utility Easement:** The Subdivision Ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements. Such dedications shall be made by deed.

For the Hudson/Ogando Final Map #4684, the City is requiring dedication of all Streets (Kennedy Dr., Taylor St., Ireland St., and Potter St.) and Alleys (A, B, and C), and Public Utility Easements along all streets. The attached Resolution and Grant Deed conveys these property interests. Therefore, Staff recommends the City Council approve Resolution No. 2014-\_\_\_, to accept a Grant Deed for dedication of Right of Way and Public Utility Easement for the Hudson/Ogando Final Map #4684 and authorize the City Clerk to record the Grant Deed with the County Recorder.

**Public Improvement Agreement and Final Map:** The Developer has furnished the City with the necessary documentation to complete the processing of the Final Map. The Developer has signed the (attached) Public Improvement Agreement. Staff therefore recommends the City Council approve Resolution No. 2014-27 approving the following: 1) authorize the Mayor to execute the Public Improvement Agreement with Turning Point Acquisitions V, LLC; and 2) approve the Final Map #4684 for Hudson/Ogando Subdivision; and 3) authorize the City Clerk to record the Public Improvement Agreement and Final Map with the County Recorder.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** The Developer will pay fees, pursuant to the Agreement, Conditions of Approval, and Development Agreement. No City funds impacted.

Attachment: Resolution No. 2014-31  
Grant Deed with Exhibits  
Resolution No. 2014-27  
Final Map Exhibit  
Public Improvement Agreement

**RESOLUTION No. 2014 - 31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
ACCEPTING THE GRANT DEED FOR PUBLIC RIGHTS OF WAYS  
AND UTILITY EASEMENTS FOR HUDSON-OGANDO FINAL MAP #4684**

**WHEREAS**, in order to maintain and upgrade public works facilities, and provide access and utility service to new development, it is sometimes necessary to obtain rights of way and easements from private property owners that create a subdivision; and

**WHEREAS**, the City's subdivision ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements; and

**WHEREAS**, such dedications of land for said purposes shall be made by deed; and

**WHEREAS**, the City Council on October 7, 2014 will consider approval of Hudson-Ogando Final Map #4684; and

**WHEREAS**, said Final Map includes various streets, alleys, and public utility easements; and

**WHEREAS**, adoption of this Resolution will accept the Grant Deed for conveyance of those street and alley rights of way, and the public utility easements, for Hudson-Ogando Final Map #4684, and authorize the City Clerk to accept and record the Grant Deed on behalf of the City prior to recording the approved Final Map.

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

1. The City Council hereby accepts the Grant Deed for conveyance of the right of way and public utility easements for Hudson-Ogando Final Map #4684; and
2. Authorizes the City Clerk to sign the acceptance of the Grant Deed on behalf of the City; and
3. Authorizes the City Clerk to record the Grant Deed with the County Recorder prior to recording the approved Final Map.

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 7<sup>th</sup> day of October, 2014, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Cecilia Aguiar-Curry, MAYOR

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Ethan Walsh, City Attorney

RECORDING REQUESTED BY:  
CITY OF WINTERS

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

WHEN RECORDED MAIL  
TO:  
City Clerk  
City of Winters  
318 First Street  
Winters, CA 95694

DOCUMENT TRANSFER TAX \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of declarant determining tax

G R A N T D E E D

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Turning Point Acquisitions V, LLC

GRANT(S) TO CITY OF WINTERS, A MUNICIPAL CORPORATION, (Grantee) all of that real property situate in the County of Yolo, State of California, described as follows:

A permanent Public Right of Way and Public Utility Easement in and to that portion of the real property situate, lying and being in the City of Winters, County of Yolo, State of California, such right of way and easement being more particularly described by the following Exhibits and attached hereto and made a part hereof:

FOR LEGAL DESCRIPTIONS SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

The purpose of the public right of way and utility easement are for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public right of way/roadway improvements and utilities such as, but not limited to, water distribution systems, storm drainage systems, sewer collection systems, electrical facilities, and associated appurtenances, over, along, upon, under, and across said property.

Grantor Further Grants to Grantee the right to:

1. Grant said easement or a portion thereof to other public utilities or public agencies;
2. Review and control of landscape plantings, trimming, maintenance and/or removal of trees within said Easement;
3. Review and control all signage and other appurtenances on said easement;
4. Review and control all vehicle access across said property;

Dated this 30th day of Sept., 2014

By:   
Jim Hildebrand

"This conveyance is accepted by the undersigned on behalf of the City of Winters pursuant to City Council Resolution \_\_\_\_\_, recorded (date: \_\_\_\_\_), in the Recorder's Offices of the aforesaid County and State."

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Nanci Mills, City Clerk Winters

**EXHIBIT A**

**LEGAL DESCRIPTION  
for  
THE CITY OF WINTERS**

That real property in the City of Winters, County of Yolo, State of California, situate in a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Meridian, and being a portion of Parcels One and Two, as described in that Quitclaim Deed recorded February 11, 2013, as Document No. 2013-0004748-00, Yolo County Records, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Parcel Two; thence, along the South and West lines of said Parcel Two, the following four (4) courses: (1) South 89°56'29" West 162.07 feet; (2) North 00°03'31" West 248.70 feet; (3) South 89°56'29" West 443.81 feet; and (4) North 00°03'31" West 32.00 feet; thence, leaving said West Line, North 89°56'29" East 450.20 feet; thence North 44°56'29" East 26.87 feet; thence North 00°03'31" West 90.80 feet; thence South 89°54'29" West 449.21 feet; thence South 44°55'29" West 28.28 feet to a point on said West line; thence, along said West line, North 00°03'31" West 155.75 feet to the Northwest corner of said Parcel Two, said point also lying on the South line of said Parcel One; thence, along said South line, South 50°30'33" West 78.22 feet to the Southwest corner of said Parcel One; thence, along the West line of said Parcel One, North 00°04'54" West 513.91 feet; thence, leaving said West line, North 89°54'29" East 648.03 feet; thence North 44°58'04" East 28.25 feet to a point on the East line of said Parcel Two; thence, along said East line, South 00°01'39" West 97.00 feet; thence, leaving said East line, North 45°01'56" West 28.31 feet; thence South 89°54'29" West 555.88 feet; thence South 44°55'00" West 28.23 feet; thence South 00°04'54" East 160.09 feet; thence South 45°05'00" East 28.21 feet; thence North 89°54'29" East 555.59 feet; thence North 44°58'04" East 28.25 feet to a point on the East line of said Parcel Two; thence, along said East line, South 00°01'39" West 97.00 feet; thence, leaving said East line, North 45°01'56" West 28.31 feet; thence South



  
Bryan P. Bonino, L.S. 7521

9/29/14  
Date

89°54'29" West 555.42 feet; thence South 44°55'00" West 28.18 feet; thence South 00°04'54" East 177.16 feet; thence South 46°32'45" East 28.88 feet; thence along a non-tangent curve to the left having a radius point bearing North 03°01'01" West 267.00 feet, a central angle of 06°37'01", and an arc length of 30.84 feet to a point of reverse curvature; thence, along a reverse curve to the right having a radius point bearing South 09°38'02" East 333.00 feet, a central angle of 09°32'31", and an arc length of 55.46 feet; thence North 89°54'29" East 468.26 feet; thence North 44°58'04" East 28.25 feet to a point on the East line of said Parcel Two; thence, along said East line, South 00°01'39" West 106.98 feet; thence, leaving said East line, North 45°01'56" West 14.16 feet; thence South 89°54'29" West 101.24 feet; thence South 00°03'31" East 124.31 feet; thence along a tangent curve to the right having a radius point bearing South 89°56'29" West 313.00 feet, a central angle of 12°21'16", and an arc length of 67.49 feet to a point of reverse curvature; thence, along a reverse curve to the left having a radius point bearing South 77°42'15" East 287.00 feet, a central angle of 12°21'16", and an arc length of 61.88 feet; thence South 00°03'31" East 112.32 feet; thence South 45°03'31" East 12.73 feet; thence North 89°56'29" East 115.59 feet to a point on the East line of said Parcel Two; thence, along said East line, South 00°01'39" West 16.50 feet to the POINT OF BEGINNING.

Containing 4.20 acres of land, more or less.

TOGETHER with Public Utilities Easements, 7.50 feet in width, lying parallel and adjacent to the existing public roads West Main Street and Taylor Street, and the proposed public roads designated Ireland Street, Potter Street, Kennedy Drive, Alley A, Alley B, and Alley C and the Northerly and Easterly 7.50 feet of said Parcel One which lie North of the Northerly terminus of West Main Street, as they all appear on Exhibit B, attached hereto.

The basis of bearings for this description is the East line of said Section 12, shown as South 00°16'57" West on that certain map filed in Book 7 of Parcel Maps at Page 50, said County Records.

End of description.

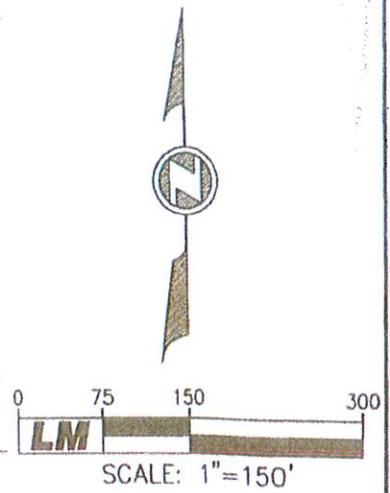
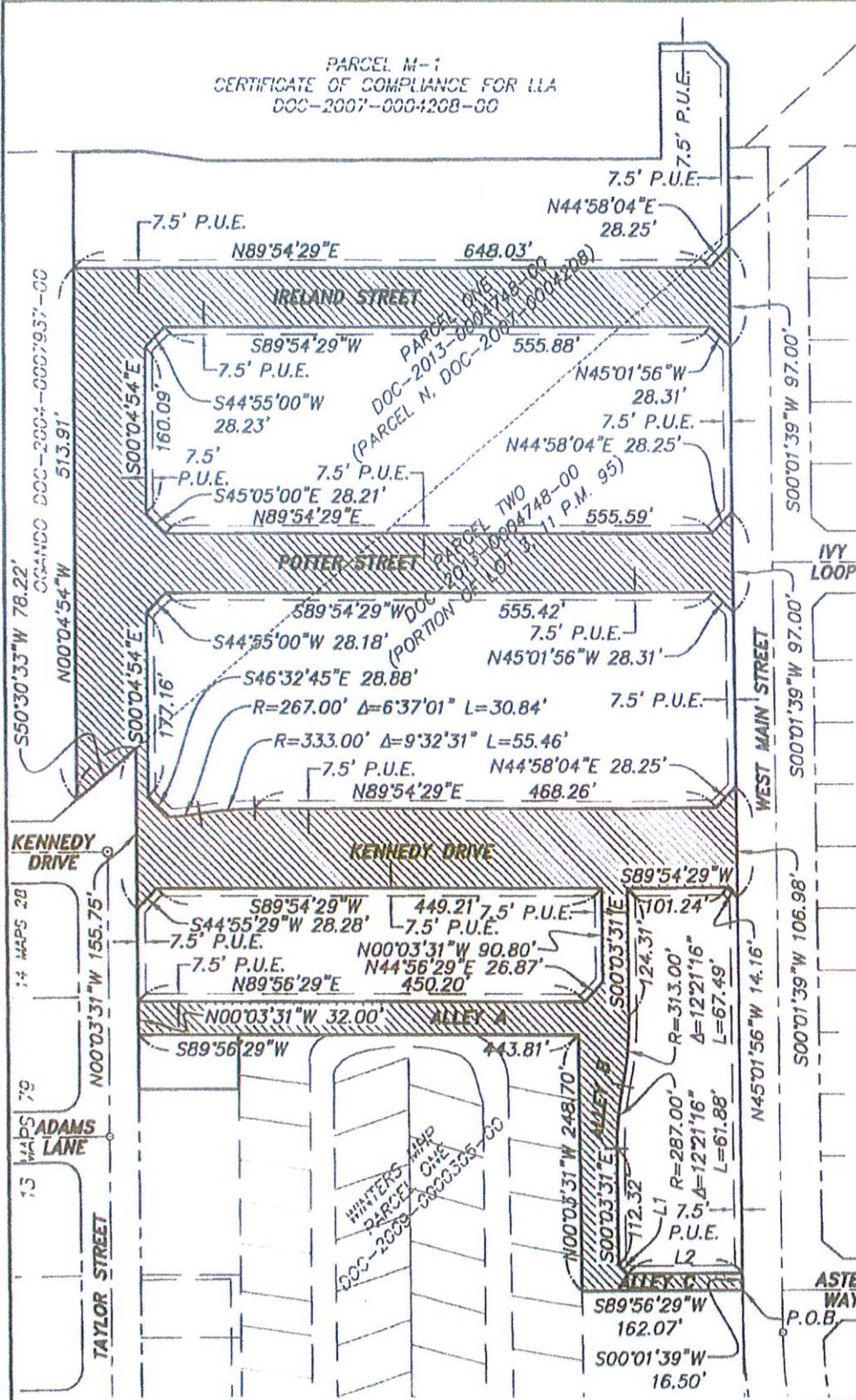
This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.

PARCEL M-1  
 CERTIFICATE OF COMPLIANCE FOR LLA  
 DOC-2007-0004208-00

LINE TABLE		
LINE	BEARING	LENGTH
L1	S45°03'31"E	12.73'
L2	N89°56'29"E	115.59'

**LEGEND:**

-  GRANT DEED AREA
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITIES EASEMENT



**EXHIBIT B  
 CITY OF WINTERS**

LOCATED IN A PORTION OF SECTION  
 21, TOWNSHIP 8 NORTH, RANGE 1  
 WEST MOUNT DIABLO MERIDIAN  
 CITY OF WINTERS, YOLO COUNTY,  
 CALIFORNIA

**LM LAUGENOUR AND MEIKLE**  
 CIVIL ENGINEERING · LAND SURVEYING · PLANNING

608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755  
 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · WEB: www.lmce.net

SHEET 1 OF 1 SEPTEMBER 29, 2014

Z260-5\_Exhibit\_Grant Deed-Streets

**California All Purpose Acknowledgement**

State of California

County of Yolo

On September 30, 2014, before me, Shelly A. Gunby, Notary Public personally appeared James Andrew Hildenbrand, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

Place Notary Seal Above



**RESOLUTION NO. 2014 - 27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS TO:**

- a. AUTHORIZE THE MAYOR TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT WITH TURNING POINT ACQUISITIONS V, LLC; AND**
- b. APPROVE THE FINAL MAP #4684 FOR HUDSON/OGANDO SUBDIVISION; AND**
- c. AUTHORIZE THE CITY CLERK TO RECORD THE PUBLIC IMPROVEMENT AGREEMENT AND FINAL MAP WITH THE COUNTY RECORDER.**

**WHEREAS**, Turning Point Acquisitions V, LLC (Developer) has filed an application for approval of the Final Map No. 4684 for Hudson/Ogando Subdivision (Project) ; and

**WHEREAS**, on October 25, 2005, the Planning Commission of the City of Winters conducted a duly noticed Public Hearing on the subject of the Tentative Map for Subdivision No. 4684 and, upon conclusion of the Public Hearing the Planning Commission took action recommending that the City Council approve the Tentative Map; and

**WHEREAS**, on November 15, 2005, the City Council of the City of Winters conducted a duly noticed Public Hearing on the subject of the Tentative Map for Subdivision No. 4684 and, upon conclusion of the Public Hearing the City Council adopted Resolution No.2005-57, approving said Tentative Map No.; and

**WHEREAS**, Developer has requested approval of the Final Map for the Project, prior to construction of all the required improvements; and

**WHEREAS**, Developer has executed a Public Improvement and Maintenance Agreement to provide for the construction of the required improvements; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

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

1. The City Council hereby finds that all of the facts set forth in the Recitals above are true and correct.
2. Based on substantial evidence presented to the City Council regarding the application, the City Council finds the Final Map No. 4684 to be in substantial compliance with the Tentative Map for Subdivision No. 4684, as presented and authorizes the Mayor to execute the Public Improvement and Maintenance Agreement with Turning Point Acquisitions V, LLC for

construction of improvements required hereby.

3. Based on substantial evidence presented to the City Council regarding the application, the City Council finds the Final Map No. 4684 to be in substantial compliance with the Tentative Map for Subdivision No. 4684, and this Council approves Final Map No. 4684 as presented

4. The City Clerk is hereby directed to:

- a. Certify to the adoption of this Resolution; and
- b. Record the Public Improvement and Maintenance Agreement with the County Recorder; and
- c. Record the Final Map No. 4684 with the County Recorder.

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 7<sup>th</sup> day of October, 2014, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Cecilia Aguiar-Curry, MAYOR

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Ethan Walsh, City Attorney

Recording Requested by  
and when Recorded return to:

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

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**PUBLIC IMPROVEMENT AND MAINTENANCE  
AGREEMENT**

**FINAL MAP #4684 FOR THE HUDSON OGANDO SUBDIVISION**

This Public Improvement and Maintenance Agreement ("AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 ("EFFECTIVE DATE") by and between the CITY OF WINTERS, a municipal corporation, hereinafter called ("CITY") and Turning Point Acquisitions V, LLC, a California limited liability company, hereinafter called ("DEVELOPER"). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the "PARTIES" and singularly as "PARTY."

**RECITALS**

**WHEREAS**, DEVELOPER has presented to CITY a certain final map and improvement plans for the subdivision of land, for residential development ("PROJECT"), located within the corporate limits of the City, said map has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinance of CITY, and the tentative map of the subdivision previously approved by the Planning Commission of CITY and which fully describes and defines the property which is the subject of this Agreement; and

**WHEREAS**, the proposed subdivision of land is commonly known and described as Hudson/Ogando Subdivision and is hereafter called "the subdivision"; and

**WHEREAS**, DEVELOPER has requested approval of said final map prior to construction of all of the required improvements. Required improvements include but are not limited to the following: streets, sidewalks, curbs, gutters, storm drainage facilities, public utility facilities, and other public improvements that are required by the Subdivision Map Act, the subdivision ordinances of CITY, the tentative map (and approvals given in connection therewith), and final grading plans, if any, approved by CITY. The foregoing improvements are hereinafter referred to as "the required improvements"; and

**WHEREAS**, The City Council, by the adoption of Resolution No. 2014-27, incorporated herein by reference, has approved the final map of the subdivision and accepted all offers of dedication made in connection with such approval (except as otherwise provided in the resolution), subject to the condition precedent that DEVELOPER first enter into this public improvement and maintenance agreement with the CITY; and

**WHEREAS**, the development of the subdivision is also subject to the terms and conditions of a Development Agreement, recorded July 14, 2006, and as amended; and

**WHEREAS**, the CITY and the DEVELOPER desire to enter into this AGREEMENT to provide for the construction and dedication to the City of the required public improvements, as more particularly set forth below.

### **AGREEMENT**

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Payment of Fees**: Subsequent to execution of this AGREEMENT by CITY, or at such times as are legally required, DEVELOPER shall pay to CITY all those planning, plan check approval, and administrative fees required by CITY ordinances, as more specifically set forth in paragraph 32 of this AGREEMENT. Those fees to be paid shall include actual staff time and expenses incurred in the processing and checking improvement plans. All other fees (e.g. development impact fees) shall be paid in accordance with existing ordinances or resolutions and this AGREEMENT.

2.. **Inspection Fees**: The DEVELOPER shall pay to the CITY fees for inspecting the construction of the required public improvements in an amount equal to a deposit of One-Hundred Sixty-Four Thousand, Five-Hundred Sixty-Five Dollars. Said fees in the amount of \$164,565 shall be

paid at time of approval of the improvement plans.

The fees referred to in this paragraph are not necessarily the only City inspection fees, charges, or other costs that may be imposed on the PROJECT, and this AGREEMENT shall in no way exonerate or relieve the DEVELOPER from paying such other applicable fees, charges, and/or other costs. Fees associated with over-time inspections and other special inspections related to the required public improvements may be drawn down from the initial \$164,565 deposit, or any subsequent deposit as required by the CITY.

**3. Construction of Improvements:**

a. Except as otherwise provided below, DEVELOPER agrees to furnish, construct and install at DEVELOPER's sole cost and expense all the required public improvements as shown and approved on the improvement plans prepared by Laugenour & Meikle, dated July 25, 2014 ("IMPROVEMENT PLANS"), a copy of which is on file in the office of the City Engineer, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer. The IMPROVEMENT PLANS may be modified by the DEVELOPER as construction progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required public improvements is Three-Million, Three-Hundred Sixty-Five Thousand, Six-Hundred Fifteen Dollars (\$3,365,615).

b. DEVELOPER agrees to install street lights pursuant to P.G. & E. and City requirements.

c. DEVELOPER agrees that gas, electric, telephone and cable television utilities shall be provided via underground transmission facilities at no cost to CITY. DEVELOPER's cost of such facilities (excluding those costs to be paid by utility companies) shall be included in the amount of improvement securities required in Section 9 of this AGREEMENT.

**4. Conformance with Improvements Plans:**

a. All construction of the required public improvements shall conform with the IMPROVEMENT PLANS and shall comply with all applicable standards as required by the CITY's improvement standards, and shall be to the reasonable satisfaction of the City Engineer.

b. DEVELOPER shall provide the City Engineer with a geotechnical study showing condition of the soil/earth for infrastructure, and building pads.

5. **Fulfillment of Conditions:** DEVELOPER shall fulfill all conditions of approval imposed by CITY's City Council, and incorporated herein by this reference, in accordance with CITY ordinances, and state law. Reimbursement to CITY of CITY staff time, costs, and expenses, including legal expenses, incurred in the processing, review, approval, inspecting and completion of the improvement and agreements therefore, is a specific condition of approval.

6. **Schedule For Construction:** Construction of all required public improvements shall be commenced by the DEVELOPER within one-hundred eighty (180) days of the Effective Date and shall be completed within three hundred-sixty five (365) calendar days thereafter. At least fifteen (15) calendar days prior to the commencement of construction, the DEVELOPER shall notify the City Engineer, in writing of the date DEVELOPER shall commence construction, and shall provide the City Engineer with a construction schedule, in a form specified by the City Engineer, before beginning any work.

7. **Inspection and Access to Work**

a. Except as otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the City Engineer. The City Engineer may observe the progress and quality of the work and determine, in general, if construction of the required public improvements is proceeding in accordance with the intent of the IMPROVEMENT PLANS. The City Engineer is not required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the City Engineer shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions, in conformance with this AGREEMENT.

b. Whenever the DEVELOPER varies the period during which work is carried out on each day, DEVELOPER shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of proper inspection by the City Engineer shall be subject to rejection. Safe access to all parts of the work shall at all times be maintained for the necessary use of the City Engineer, other agents of the CITY, and agents of the Federal, State, or local governments, as

applicable, during reasonable hours for inspection of the work to ascertain compliance with applicable laws and regulations.

c. One or more inspectors may be assigned by the City Engineer to observe the work and compliance with this AGREEMENT. It is understood that such inspectors shall have the power to issue instructions, reject work, and make decisions regarding compliance with this AGREEMENT, subject to review by the City Engineer within the limitations of the authority of the City Engineer. Such inspection shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions in conformance with this AGREEMENT.

d. The City Engineer and its representatives shall at all times have access to the work wherever it is in preparation or progress, and the DEVELOPER shall provide safe and convenient facilities for such access and for inspection. If this AGREEMENT, the CITY's improvement standards, the City Engineer's instructions, or the laws, ordinances, of any applicable public authority require any material, equipment or work to be specifically tested or approved, the DEVELOPER shall give the City Engineer timely notice of its readiness for such inspection, and if the inspection is by an authority other than the CITY, notice shall be given of the time fixed for such inspection. Inspections by the City Engineer will be made promptly and, where practicable, at the source of supply.

e. Work performed without inspection may be required to be removed and replaced under proper inspection. In such instances, the entire cost of removal and replacing such work, including the cost of City furnished materials used in the work, shall be borne by the DEVELOPER, regardless of whether or not the work exposed is found to be defective.

f. The DEVELOPER shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the City Engineer for performing all inspection and tests. DEVELOPER shall be charged with any additional cost of inspection when material and workmanship are not ready at the time of its inspection.

g. Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the applicable government agency shall have full access to the work and

shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection is required by the governing agency, the DEVELOPER shall furnish such notice to the appropriate agency.

**8. Timeliness and Extension:**

a. Time is of the essence of this AGREEMENT. The dates for commencement and completion of the required public improvements may be extended as provided in this paragraph. The City Engineer may extend the dates due to delays in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquake, floods and conditions resulting therefrom, or for other reasons beyond the control of the DEVELOPER. Extension of the dates for any other cause shall be made only by the City Council. Extension shall be granted only upon a showing of good cause by the DEVELOPER. The City Council shall be the sole and final judge as to whether sufficient good cause has been shown to warrant granting the DEVELOPER an extension.

b. Request for extension of the commencement and/or completion date shall be in writing and delivered to the CITY in the manner hereinafter specified for service of notices in paragraph 27 of this AGREEMENT. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the CITY.

c. In the event the CITY extends the time of commencement and/or completion of the work to be done under this AGREEMENT, such extension shall in no way release any guarantee or security given by the DEVELOPER pursuant to this AGREEMENT, or relieve or release those providing an improvement security pursuant to this AGREEMENT. Those individuals or entities providing improvement security for the PROJECT as specified in Paragraph 9 below shall be deemed to have expressly agreed to any such extension of time. Any such extension may be granted without notice to those entities or individuals providing improvement security to the DEVELOPER.

d. The granting of any extension of time may be conditioned by the CITY by requiring new or amended improvement security in amounts increased to reflect increases in the costs of constructing the required improvements or by other conditions imposed by the CITY to protect its interests and ensure the timely completion of the required public improvements.

9. **Improvements Security:** Concurrently with the execution of this AGREEMENT, the DEVELOPER or the DEVELOPER's designated General Contractor(s) shall furnish the CITY:

a. Improvement security in the sum of Three-Million, Three-Hundred Sixty-Five Thousand, Six-Hundred Fifteen Dollars (\$3,365,615), which is equal to one hundred (100) percent of the total estimated cost of constructing the required public improvements, which estimated cost has been reviewed and approved by the City Engineer, and the cost of any other obligation to be performed by DEVELOPER under this AGREEMENT; and

b. Separate improvement security in the sum of One-Million, Six-Hundred Eighty-Two Thousand, Eight-Hundred Eight Dollars (\$1,682,808), which is equal to fifty (50) percent of the estimated cost of constructing the required public improvements, securing payment to the contractor, subcontractor, and to persons furnishing labor, materials, or equipment to them for the construction of the required public improvements.

c. As part of the obligation guaranteed by the security and in addition to the face amount of the security, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing the obligation secured.

d. The type and form of the improvements security shall be in conformance with Chapter 5 of the Subdivision Map Act (Government Code section 66499.10) and shall be subject to the approval of the City Manager and City Attorney. No change, alteration, or addition to the terms of this Agreement or the improvement plans accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement, except as otherwise provided by the Subdivision Map Act. Security may be an instrument of credit or similar security from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, and said security document shall be subject to approval of the City.

10. **Release of Security:** The security furnished by the DEVELOPER may be released in whole or in part in the following manner:

a. Security given for faithful performance of any act or agreement may be released upon the performance of the act and final completion and acceptance by the City Council of the required work. Partial release of said security upon partial performance of the act or the acceptance of the work

as it progresses may be made upon written authorization of the City Engineer following his inspection and approval of the required public improvements or work related thereto, and the approval of the City Council once each month. In any event, however, sufficient security in an amount equal to ten percent (10%) of the estimated cost of the required public improvements to be constructed, shall be retained for the guarantee and warranty of the constructed improvements and related work against any defective work or labor done, or defective materials furnished, and for the purpose of guaranteeing payment to the contractor, his subcontractors and to persons furnishing labor, materials or equipment, and the same shall be retained for one (1) year after completion and acceptance by the CITY of all required public improvements and work related thereto. CITY is further not obligated to release any amount of security deemed reasonably necessary by CITY to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

b. Security securing the payment to contractor, his subcontractors and to persons furnishing labor, materials or equipment shall, six (6) months after performance of the act and the completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which the action has been filed and notice thereof given in writing to the City Council, and if no such actions have been filed the security may be released in full.

**11. Risk of Loss Prior To Acceptance:** Neither the CITY, nor any of its officers/elected officials or employees, shall be liable or responsible to DEVELOPER or anyone else, for any accident, loss, or damage, happening or occurring to the improvements specified in this AGREEMENT prior to the completion and acceptance of the required public improvements by CITY. The entire risk of loss relative to said improvements shall be with the DEVELOPER during the period of construction thereof and prior to completion and acceptance thereof by CITY.

**12. As Built Drawings:** DEVELOPER shall keep accurate records on a set of project mylar prints of all additions and deletions to the work, and of all changes in location, elevation, and character of the work, not otherwise shown or noted on the IMPROVEMENT PLANS. Prior to field acceptance of the work, all additions and deletions shall be transferred to mylars and two half size sets of prints. DEVELOPER shall deliver this "as built" information to the City Engineer for the Engineer's approval and retention along with an AutoCAD 2000 or later digital file of IMPROVEMENT PLANS submitted on Compact Disk.

**13. Utility Arrangements:** DEVELOPER shall file with the City Engineer, prior to commencement of any work to be performed pursuant to this AGREEMENT, a written statement or a will service letter signed by DEVELOPER and each public utility serving the project, providing that DEVELOPER has made all arrangements required and necessary to provide the public utility service to the project. Said agreement will provide for the undergrounding of all utility lines on the property as approved by the City Engineer. For purposes of this paragraph, the term "public utility" shall include, but is not limited to, a company providing natural gas, water, sewer, electricity, telephone, and/or cable television service. Said provision shall be without expense to the CITY.

**14. Insurance:** DEVELOPER shall not commence construction or work under this AGREEMENT until all insurance required under this paragraph is obtained and until such insurance has been approved by the City Attorney as to form and sufficiency, nor shall the DEVELOPER allow any contractor or subcontractor to commence work until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved.

a. WORKERS' COMPENSATION INSURANCE shall be provided, during the life of this AGREEMENT, for all employees employed for construction or work required under this AGREEMENT regardless of whether said employees are employed by Owner or Owner's contractors, subcontractors, or agents. DEVELOPER shall indemnify and hold harmless CITY for any damage resulting from failure of either DEVELOPER or any contractor or subcontractor to take out or maintain such insurance.

b. DEVELOPER shall obtain the following insurance coverages naming DEVELOPER's contractors, subcontractors, and their agents as insured, and the coverage and certificate(s) thereof shall have been approved by the City Attorney:

1) COMPREHENSIVE GENERAL LIABILITY INSURANCE for liability assumed by DEVELOPER pursuant to this AGREEMENT with CITY. The minimum limits of liability for the insurance of this PROJECT for the CITY shall be One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate for bodily injury liability and property damage liability.

2) AUTOMOBILE LIABILITY INSURANCE coverage in minimum limits of not less

than One Million Dollars (\$1,000,000) shall be required by DEVELOPER and/or DEVELOPER's contractors and sub-contractors hired to perform work on the PROJECT for owned, hired, leased, and non-owned autos.

An additional insured endorsement to the DEVELOPER's liability insurance policies shall name the CITY, its elective and appointive boards, commissions, officers, agents, consultants, and employees, as additional insured, and provide that such insurance is primary insurance with respect to the interest of the CITY and that of any other insurance maintained by the CITY.

**15. Certificates of Insurance:** Promptly upon execution of this AGREEMENT, and prior to commencement of any work, the DEVELOPER shall provide the CITY with certificates of insurance evidencing that the above-required insurance has been obtained and is in full force and effect. The terms of the above-required insurance policy/policies shall require each carrier to give CITY at least thirty (30) calendar days prior written notice of cancellation or reduction in coverage of each of the above-required insurance policies during the effective period of this AGREEMENT Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER for liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this AGREEMENT or otherwise in law.

**16. Indemnification and Hold Harmless:** DEVELOPER will indemnify, hold harmless and assume the defense of, in any actions of law or in equity, the CITY, its officers/elected officials, employees, agents, consultants, and elective and appointive boards from any and all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature, and description, directly or indirectly arising out of or in any way connected with performance under this AGREEMENT and/or construction of the required public improvements by the DEVELOPER, his contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the DEVELOPER, his contractor or any subcontractor. This indemnification and hold harmless provision shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the construction. Acceptance of insurance certificates required under this AGREEMENT does not relieve DEVELOPER from liability under this indemnification and hold harmless provision.

17. **Developer Is Not An Agent of the City:** Neither DEVELOPER, nor any of DEVELOPER's contractors, subcontractors, or agents are or shall be considered agents of CITY when performing DEVELOPER's obligations under this AGREEMENT.

18a. **Maintenance of Public Improvements and Landscaping Prior to Acceptance by City.** CITY shall not be responsible or liable for the maintenance or care of the Public Improvements until CITY approves and accepts them. CITY shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of DEVELOPER at all times prior to CITY'S acceptance of the Public Improvements. DEVELOPER shall maintain all the Public Improvements in a state of good repair until they are completed by DEVELOPER and approved and accepted by CITY.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to CITY; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. DEVELOPER shall cause the sweeping of streets to occur weekly at a minimum. DEVELOPER shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be DEVELOPER'S responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by CITY. If DEVELOPER fails to properly prosecute its maintenance obligation under this Section, CITY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of DEVELOPER and its surety under this Agreement. CITY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

18b. **Repair or Reconstruction of Defective Work:** For a period of one (1) year after acceptance by the City Council of the completed construction and work done under this AGREEMENT, DEVELOPER shall remain fully and completely responsible for the repair, replacement, and reconstruction of any defective or otherwise unsatisfactory work or labor done, or defective materials furnished, in the performance of this AGREEMENT by DEVELOPER. Should DEVELOPER fail or refuse to act promptly after receiving written notification by CITY of the necessity to act pursuant to the

aforementioned requirement, or should the exigencies of the case require repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacements and perform the reconstruction work and DEVELOPER shall pay to CITY the actual cost therefore plus fifteen percent (15%) thereof, which additional fifteen percent (15%) shall be paid to CITY as and for an administrative fee. The PARTIES further understand and agree that the improvement security furnished pursuant to paragraph 9 of this AGREEMENT shall guarantee and secure the faithful performance of the provisions of this paragraph during the one-year warranty period.

**19. Acceptance and Dedication to City of Requirement Public Improvements:** Title to and ownership of the required public improvements constructed pursuant to this AGREEMENT by DEVELOPER shall vest absolutely to the CITY upon completion and acceptance in writing of such improvements by CITY. The CITY may elect not to accept the required public improvements, unless they are constructed in conformity with the approved IMPROVEMENT PLANS, approved modifications, if any, City's improvement standards, and to the satisfaction of the City Engineer.

**20. Notice of Breach and Default:** If DEVELOPER refuses or fails to obtain prosecution of the work, or any severable part thereof with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the DEVELOPER should be adjudged a bankrupt, or DEVELOPER should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed in the event of DEVELOPER's insolvency, or if DEVELOPER, or any of the DEVELOPER's contractors, subcontractors, agents, or employee, should violate any of the provisions of this AGREEMENT, CITY may serve written notice of breach of this AGREEMENT upon DEVELOPER and any holder of security provided by DEVELOPER pursuant to paragraph 9 of this AGREEMENT.

**21. Breach of Agreement: Performance by Improvement Security Provider or City:**

a. In the event that DEVELOPER fails to cure any such breach in its entirety within fifteen (15) days of any such notice of breach and default, those entities or individuals providing improvement security to the DEVELOPER under Paragraph 9 shall have the duty to take over and complete the required public improvements herein specified. However, if within fifteen (15) days after the servicing upon it of such notice of breach, the security improvement providers do not give CITY written notice of its intention to take over the performance of the contract, and does not commence

performance thereof within twenty (20) days after notice to such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and those providing improvement security to the DEVELOPER shall be liable to CITY for any excess cost or damages occasioned CITY thereby.

b. In the event DEVELOPER has provided security for DEVELOPER's performance under this AGREEMENT in either the form of a deposit or an instrument of credit, CITY, at its option, shall have full and conditional recourse to such security in accomplishing the performance incumbent upon DEVELOPER.

c. In the event the CITY takes action under Subsection 21(a) or 21(b) above, CITY without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor. The rights of CITY provided in this Section are in addition to and cumulative to any and all other rights. Paragraphs 20 and 21 hereof shall not be construed as being in lieu of any other such rights provided by law.

**22. Prevailing Wages:**

a. DEVELOPER acknowledges that CITY has made no representation, express or implied, to DEVELOPER or any person associated with DEVELOPER regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720, *et seq.* ("Prevailing Wage Laws"). DEVELOPER agrees with CITY that DEVELOPER shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed relative to the construction undertaken pursuant to this Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

b. DEVELOPER, on behalf of itself, its successors, and assigns, waives and releases CITY from any right of action that may be available to any of them pursuant to Labor Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, DEVELOPER acknowledges the protections of Civil Code Section 1542, which reads as follows:

•

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.

By initialing below, DEVELOPER knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section.

 (Initials of Authorized Developer Representative)

c. DEVELOPER shall indemnify, hold harmless and defend CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including DEVELOPER, its contractor(s) and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations in connection with construction and installation of the improvements required pursuant to this AGREEMENT.

DEVELOPER's defense of the CITY shall be provided by counsel reasonably acceptable to the CITY. The foregoing indemnity shall survive any termination of this AGREEMENT.

23. **Assessment District:** DEVELOPER expressly consents to the annexation to the City-Wide Maintenance Assessment District.

a. Purpose of said district is to provide and pay for the maintenance, servicing, and incidental expenses of the property's street lights, landscaping (where applicable), creek bank protection (where applicable), and open space areas along Putah Creek (where applicable), etc, as provided in the Streets & Highways Code, Section 22500 *et seq.*, arising from the impacts brought by DEVELOPER and improvements constructed by the DEVELOPER.

b. DEVELOPER agrees that current assessment levels are appropriate, as are the assessment formulas.

24. **Effect of Waiver:** CITY's waiver of a breach of any one (1) term, covenant, or other provision of this AGREEMENT, is not a waiver of a breach of any other term, nor is a subsequent breach of the term or provision thereby waived.

25. **Attorney's Fees:** In the event that DEVELOPER fails to perform any obligation hereunder and should CITY prevail in any legal action to compel performance of this AGREEMENT, DEVELOPER agrees to pay reasonable attorney's fees, all costs of suit and all other expenses of litigation incurred by CITY in connection therewith. "Venue for any litigation shall be Yolo County Superior Court, State of California."

26. **Binding on Heirs, Successors, and Assigns:** The covenants and conditions contained in this AGREEMENT shall be binding on DEVELOPER'S heirs, successors, and assigns until such time as said covenants and conditions completely have been fulfilled.

27. **Notices and Payments:** Notices shall be in writing. Payments shall be made by cash, check, or money order. Notices or payments may be made by personal delivery to or mailed to:

**CITY:** City of Winters  
318 First Street  
Winters, CA 95694  
Attn: City Manager  
Telephone: (530) 795-4910

**DEVELOPER:** Turning Point Acquisitions V, LLC  
3314 Freeman Road  
Walnut Creek, CA 94595  
Attn: Jim Hildenbrand  
Telephone: (925) 639-4204

Mailed notices or payments shall be deemed delivered three days after deposit in the U.S. Mail, properly addressed and with certified postage prepaid. A change of person or place to send or receive notices or payments shall be made in accordance with provision set forth hereinabove. Any PARTY or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

28. **Definition of CITY:** "CITY" shall include the City Manager, the City Engineer, and other authorized representatives designated by the Winters City Council.

29. **Covenants and Conditions:** Each covenant and each condition shall be deemed both a covenant and a condition.

30. **Effective Period of This Agreement:** This AGREEMENT shall remain in full force and effect for a period of one (1) year after acceptance by the City Council of the completed construction and the work done under this AGREEMENT or from DEVELOPER's completion of the most recent repair or reconstruction work under paragraph 18 of this AGREEMENT, whichever is later.

31. **Recordation:** The PARTIES agree that this AGREEMENT shall be recorded at the Office of the Yolo County Recorder.

32. **Time For Payment of Fees:**

a. If DEVELOPER owes CITY money as reimbursement of costs related to processing application to date, said reimbursement shall be paid prior to the EFFECTIVE DATE of this AGREEMENT. The current amount due is \$14,124.

b. Fish and Game CEQA Mitigation: The DEVELOPER shall comply with provisions of Fish and Game Code Section 711.4 by, prior to any construction or grading of the PROJECT site, submitting written evidence of having paid applicable Fish and Game mitigation fees.

c. Building Permits Fees: Appropriate building permit fees shall be paid prior to issuance of building permits.

d. City Development Impact Fees: City of Winters Development Impact Fees in effect at the time of issuance of building permits shall be paid prior to issuance of certificates of occupancy unless otherwise stated in this requirement or the Development Agreement. Currently those fees are Water, Streets, Police, Fire, Sewer, Local Drainage, General Capital, and Monitoring (General Plan).

e. Left Blank

f. Development Impact fees are subject to an annual increase each July based upon the Engineering News Record Construction Cost Index.

g. Yolo County Facilities Fees: County fees must be paid prior to issuance of certificates of occupancy.

h. Public Improvement Plan Check and Inspection Fees: Appropriate plan check fees shall be paid prior to plan check of IMPROVEMENT PLANS. Appropriate inspection fees shall be paid prior to approval of the IMPROVEMENT PLANS.

i. Business License: Prior to conducting business in the City of Winters, all contractors, subcontractors, or any other agents shall pay for and obtain a Business License.

33. **Disclaimer Of Liability:** In the event any claim, action or proceeding is commenced naming the CITY or its agents, officers/elected officials, and employees as defendant, respondent or cross defendant arising or alleged to arise from the CITY's approval of this PROJECT, the

DEVELOPER shall defend, indemnify, and hold harmless the CITY or its agents, officers/elected officials and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul any approval of the CITY of Winters, the Winters Planning Commission, any advisory agency to the CITY and local district, or the Winters City Council. Project DEVELOPER shall defend such action at DEVELOPER's sole cost and expense which includes court costs and attorney fees. The CITY shall promptly notify the DEVELOPER of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the CITY from participating in the defense of any claim, action, or proceeding, if the CITY bears its own attorney fees and cost, and defends the action in good faith. DEVELOPER shall not be required to pay or perform any settlement unless the settlement is approved by the DEVELOPER in good faith, and the settlement not direct or indirect cost on the CITY, or its agents, officers/elected officials, and employees, the Winters Planning Commission, any advisory agency to the CITY, local district and the Winters City Council. Notwithstanding anything in this AGREEMENT to the contrary, the foregoing shall not apply to any bona fide purchaser(s) from DEVELOPER following their acquisition of any parcel in the development project if the required improvements (for such purchasers' parcels) have been completed and accepted by the CITY.

**34. Certificates of Occupancy:** Except as otherwise provided in this AGREEMENT, permanent certificates of occupancy for the "PROJECT" shall not be issued until after completion, and acceptance by the City, of the required public improvements pursuant to the approved public IMPROVEMENT PLANS, provided however that the City may issue permanent certificates of occupancy for structures within the PROJECT if the City Engineer and Fire Chief determine, in their sole and absolute discretion, that DEVELOPER has completed such public improvements that provide the infrastructure and fire safety improvements as are necessary or appropriate to serve the structures for which such certificates of occupancy are requested, and the City Engineer and Fire Chief have each provided their determination in writing.

**35. Assignment or Transfer of Agreement.** DEVELOPER shall not assign, hypothecate or transfer, either directly or by operation of law, this AGREEMENT or any interest herein without prior written consent of City, which shall not be unreasonably withheld. Any attempt to do so shall be null and

void, and any assignee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. In the event that CITY consents in writing to such an assignment, any assignee, hypothecatee or transferee shall expressly assume DEVELOPER's obligations hereunder by a written agreement in a form as is reasonably acceptable to CITY, and containing such security as required pursuant to this AGREEMENT.

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

**CITY OF WINTERS:**

**DEVELOPER:**

BY: \_\_\_\_\_  
Cecilia Aguiar-Curry, MAYOR

BY:   
Jim Hildebrand

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Ethan Walsh, ATTORNEY

**California All Purpose Acknowledgement**

State of California

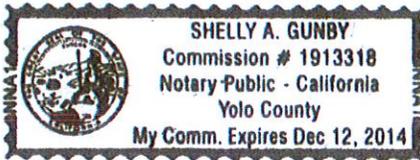
County of Yolo

On September 30, 2014, before me, Shelly A. Gunby, Notary Public personally appeared James Andrew Hildenbrand, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

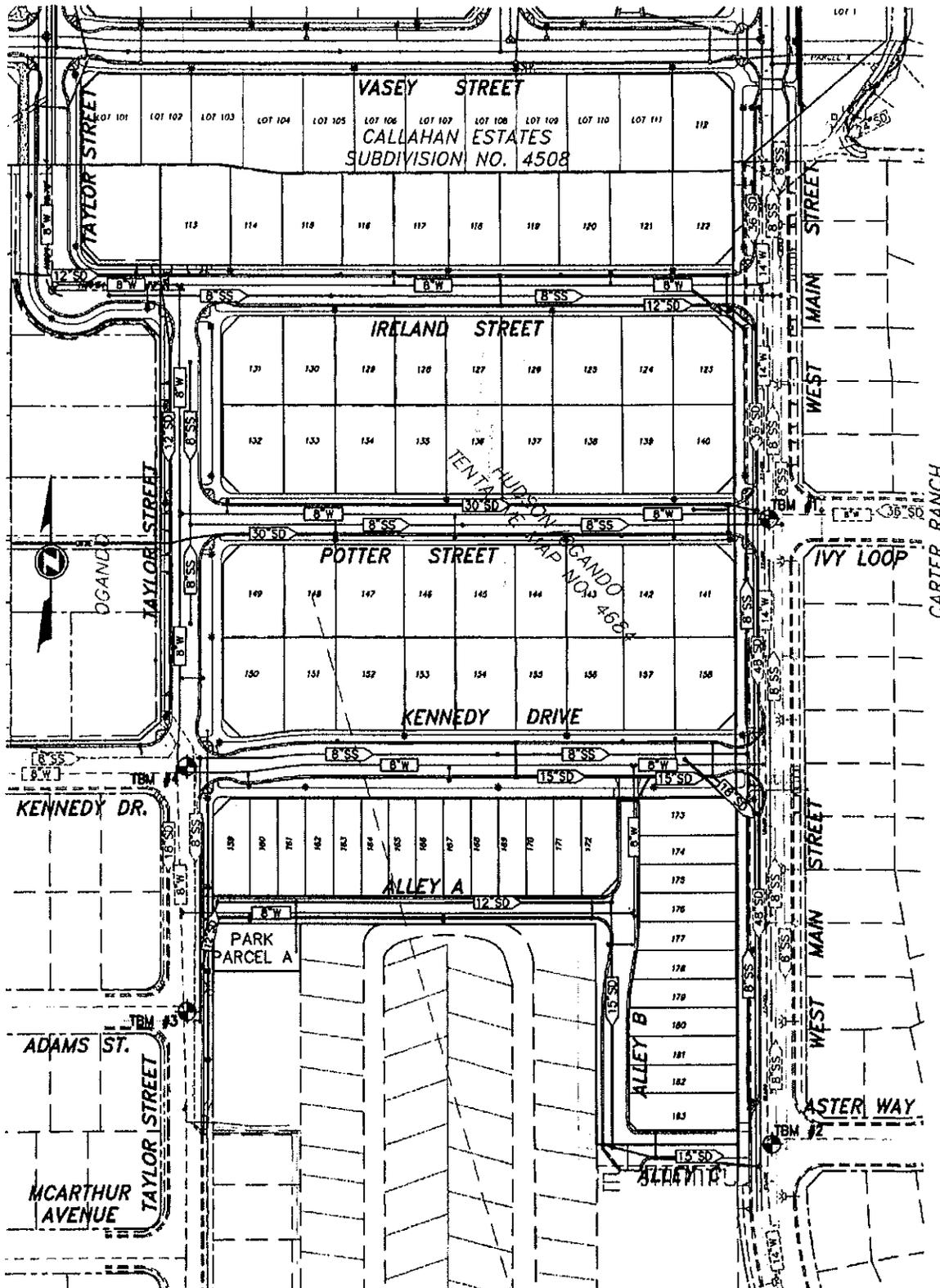


Place Notary Seal Above

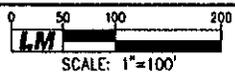
# HUDSON-OGANDO SUBDIVISION NO. 4684

EXHIBIT B

CITY OF WINTERS, CALIFORNIA



OVERALL SITE PLAN





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** Oct. 7, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager. *[Signature]*  
**FROM:** Elliot Landes, Associate  
**SUBJECT:** Art for the Public Safety Center

**RECOMMENDATION:** Council to approve framing and hanging of artwork for the Public Safety Center.

**BACKGROUND:**

The budget for the construction of the Public Safety Center includes \$20,000 funding for artwork for the site. The architects designated sites and size suggestions for artwork.

Staff proposes framing 54 photographs for hanging at the site. The images include photographs of Winters and the surrounding area, historical photos from the Yolo Archives, and photos of Winters by artists, including a number by Woody Fridae.

Staff proposes using the services of Midtown Framing in Sacramento, the lowest quote among six framing shops contacted. The total quote was for \$10,764.77, including printing the images from the City's digital files, mounting on mat and framing with glass or acrylic. Acrylic will be used only on the largest images. The frames are to be black, with a simple rectangular cross section, 2" wide for the larger frames, down to 3/4" for the smallest.

In addition, staff proposes designating \$7,000 for original artwork to be commissioned or purchased, for additional sites at the Public Safety Facility.

**Frame List**

Count	OA Size	Frame width	Mat width	Net artwork width	Net artwork height
1	60x40	2	4	48	28
3	60x36	2	4	48	24
3	48x36	2	4	36	24
1	36x36	2	4	24	24
6	40x32	2	4	28	20

2	30x30	2	4	18	18
5	36x30	2	4	24	18
6	22x36	1.5	3	13	27
4	30x24	1.5	3	21	15
6	24x24	1.5	3	15	15
2	20x20	1	2	14	14
13	16x20	1	2	10	14
2	11x14	0.75	1	7.5	10.5

Total 54

**Location  
List**

Count	#	Room	Size
1	6	Vestibule 501	30x24
1	7	Hall 506	40x32
1	8	Hall 506	30x24
1	9	Hall 506	30x24
1	10	Waiting Area	36x30
1	11	Hall 503	48x36
1	12	Hall 503	48x36
2	13	Hall 503	22x36
1	13.5		36x36
1	14	Office 513	40x32
		Police Conference Room	
1	15	514	36x30
1	16	Police Chief's Office	48x36
1	17	Police Chief's Office	60x36
1	19	Office 527	40x32
1	20	Office 526	40x32
1	21	Office 521	40x32
5	23	Hall 504	22x36
1	27	Hall	40x32
1	28	Hall	24x24
2	29	Hall	60x36
1	30	Hall	30x24
1	31	Break Room 400	16x20
4	32	Hall 402	16x20
2	35	Fire Open Office	36x30
2	36	Fire Open Office	20x20
1	37	Fire Open Office	24x24
1	38	Hall 307	36x30
2	41	Hall 307	24x24
1	44	Offices 310	40x32
1	46	Workroom 301	60x40

3	47	Fire Reception 300	11x14
3	52	Hall 201	24x24
1	54	Hall 105	30x24
1	55	Hall 105	48X36
1	56	Hall 105	30x30
1	58	Workroom 807	36x30
3	64	Hall 804	16x20
3	65	Hall 804	16x20
3	66	Hall 804	16x20
1	67	Hall 802	30x30
1	68	Captain	60x36
2	3	Training Room 102	16x20
1	4	Lobby 100	16x20
1	5	Lobby 100	16x20
1	22	End of Hall 504	16x20
1	24	Office 531	16x20
1	25	Interview Rooms	16x20
1	34	Fire Open Office	16x20

**FISCAL IMPACT: Cost: Not to exceed \$20,000.**



9/18/2014

Kevin McCann  
 Midtown Framing  
 1005 22nd St.  
 Sacramento, CA 95816

**Request for quote**

This is for picture frames with UV glass and mounted photos. We will provide digital images of photos. Please include as a line item printing the photos from the files using UV appropriate inks/dyes. Most are grayscale, but many are color.

The frames are to be black, with a simple rectangular cross section.

Let us know if we can add an additional smaller batch at a later date at the same quoted rates, as we adapt to the space. These are for our new Police and Fire Public Safety Center.

The sizes shown are overall, because this is how the designer described the pieces.

If you need more details, please let me know.

Sizes:	Count	OA Size	Frame width	Mat width	Net artwork width	Net artwork height	Each	Total
	1	60x40 - UV Acrylic	2	4	48	28	453.40 x 1	453.40
	3	60x36 - "	2	4	48	24	453.40 x 3	1360.20
	3	48x36 - "	2	4	36	24	388.00 x 3	1164.00
	1	36x36 "	2	4	24	24	356.00 x 1	356.00
	6	40x32 - UV Glass	2	4	28	20	332.00 x 6	1992.00
	2	30x30 "	2	4	18	18	275.00 x 2	550.00
	5	36x30 "	2	4	24	18	291.00 x 5	1455.00
	6	22x36 "	1.5	3	13	27	241.10 x 6	1446.60
	4	30x24 "	1.5	3	21	15	232.00 x 4	928.00
	6	24x24 "	1.5	3	15	15	219.00 x 6	1314.00
	2	20x20 "	1	2	14	14	175.40 x 2	<del>350.80</del>
	13	16x20 "	1	2	10	14	167.00 x 13	2171.00
	2	11x14 "	0.75	1	7.5	10.5	131.00 x 2	<del>262.00</del>
<b>Total</b>	<b>54</b>							<b>13,808.00</b>

318 First Street  
 Winters, CA 95694  
 Phone. 530.795.4910  
 Fax. 530.795.4935

**COUNCIL MEMBERS**  
 Harold Anderson  
 Wade Cowan  
 Michael Martin

**MAYOR**  
 Cecilia Aguiar-Curry  
**MAYOR PRO TEM**  
 Woody Fridae

**CITY CLERK**  
 Nanci Mills  
**TREASURER**  
 Michael Sebastian

**CITY MANAGER**  
 John W. Donlevy, Jr. 88

1005 22nd. St.  
 SACRAMENTO, CA 95816  
 (916) 447-7558

Quote

NAME City of Winters

ADDRESS Elliot

530-794-6716

DATE 9-23-14

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	DISC. RETD.	PAID OUT
---------	------	--------	--------	---------	-------------	----------

QTY	DESCRIPTION	PRICE	AMOUNT
	Make 54 prints		
	on luster photo paper		
	using Epson Ultrachrome		
	UV fade resistant inks		
			1473.53
			-20%
	Additional prints can		
	be ordered at the same		
	discount rate		
			1178.82
		TAX	100.20
		TOTAL	1279.02
		DEPOSIT	<del>0</del>
		BALANCE	1279.02

Quote

NAME City of Winters  
ADDRESS Elliot

530-794-6716 DATE 9-23-14

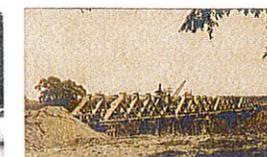
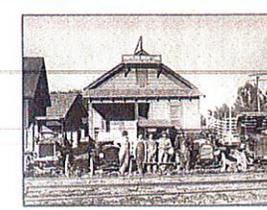
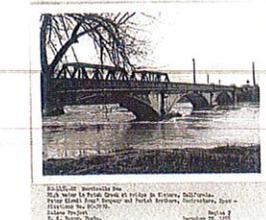
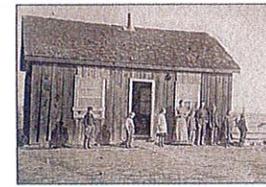
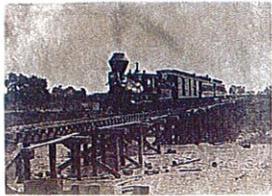
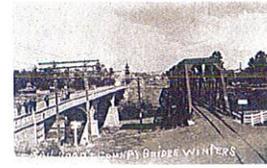
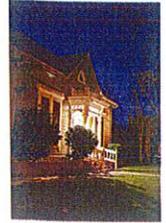
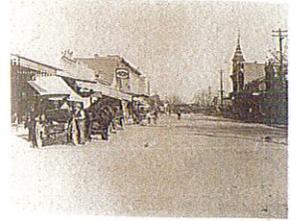
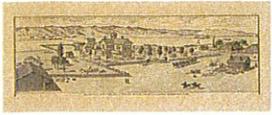
SOLD BY	CASH	G.O.D.	CHARGE	ON ACCT.	MOSE.RETD.	PAID OUT
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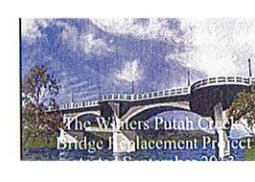
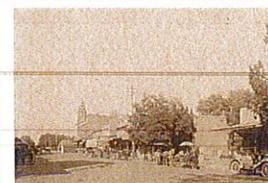
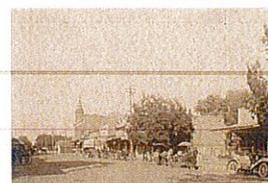
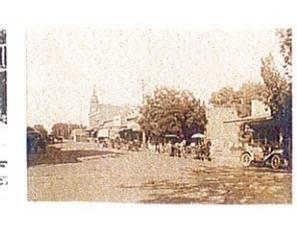
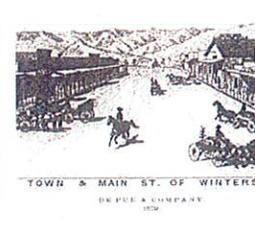
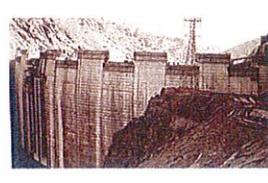
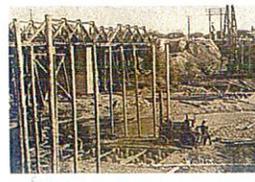
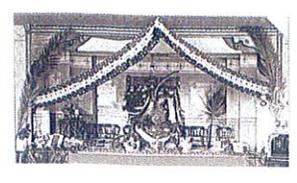
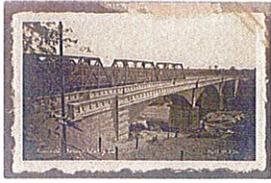
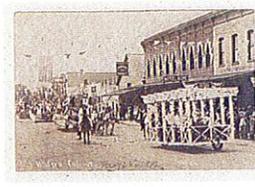
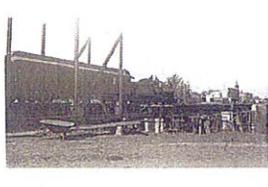
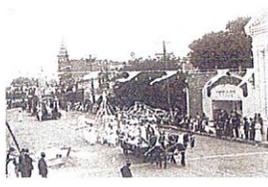
QTY.	DESCRIPTION	PRICE	AMOUNT
	Frame 54 Photos per request using single white mats, 2", 1 1/2", 1", 3/4" black wood frames UV clear acrylic on oversize and UV clear Glass on regular sized frames		1381.00 - 40%
			828.60
	A small batch can be added later on at the same discount rate		828.60
		TAX	703.95
		TOTAL	8985.75
		DEPOSIT	0
		BALANCE	8985.75

RECEIVED BY

	Each	Total
48 x 28 -	93.33 x 1	93.33
48 x 24 -	80.00 x 3	240.00
36 x 24 -	60.00 x 3	180.00
24 x 24 -	40.00 x 1	40.00
18 x 18 -	22.50 x 2	45.00
24 x 18 -	30.00 x 5	150.00
27 x 13 -	24.37 x 6	146.22
21 x 15 -	21.87 x 4	87.48
15 x 15 -	15.62 x 6	93.72
14 x 14 -	13.61 x 2	27.22
10 x 14 -	9.72 x 13	126.36
7 1/2 x 10 1/2 -	5.46 x 2	10.92
20 x 28 -	38.88 x 6	233.28
		<hr/>
		1473.53









1955\_12\_19\_1\_...



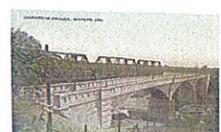
1955\_12\_19\_Tel...



1955\_12\_19\_Vie...



1955\_12\_22\_Hig...



aerial-view-of-put...



building train brid...



concert band.jpg



Copy of EL Gaze...



Copy of Old dam...



Copy of putah cr...



dale fnb.jpg



downtownn 1940...



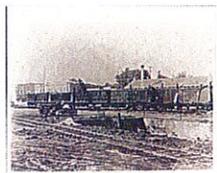
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Ely Ranch Engra...



f B12-05 Winters ...



Fire Winters Drie...



group 1.jpg



image 4 final.jpg

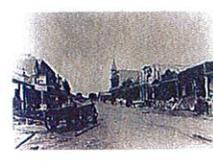


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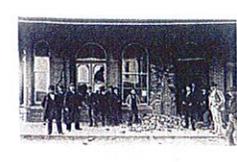


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image 9 final.jpg



image 11 final.jpg

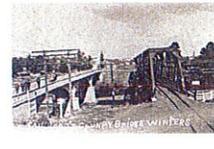
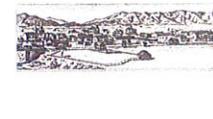


image 16 final.jpg



Old Winters Area...



old winters lake 1...



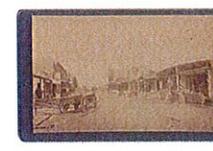
Old Winters Main...



Palms entrance....



Parade Winters ...



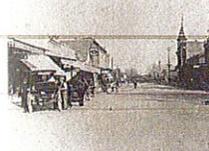
quake.png



sp station.jpg



Town & Main En...



train downtown.jpg



train on trestle el ...



train on trestle el....



Vaca Valley RR ...





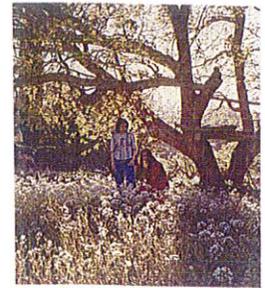
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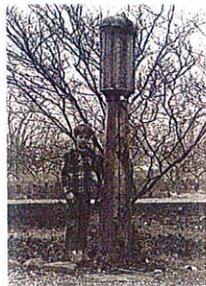
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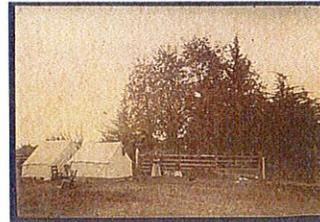
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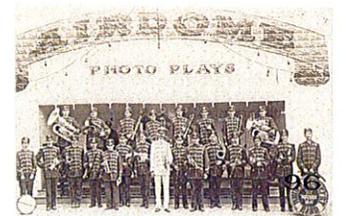
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ws023\_hem.psd



ws025\_pat.psd





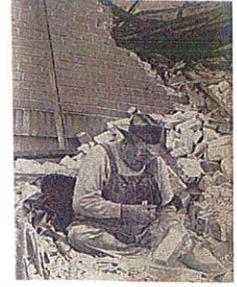
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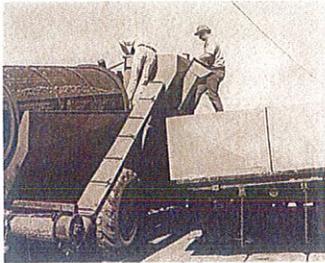
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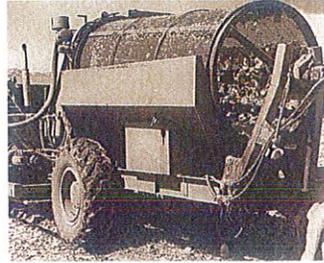
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ws050\_wal\_b.psd



ws051\_low.psd



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ws061\_ols.psd



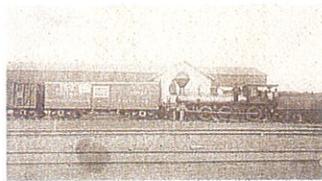
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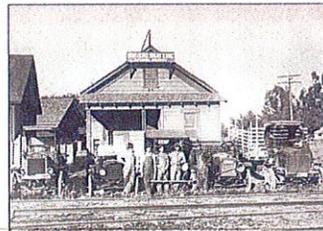
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ws067\_kim.psd



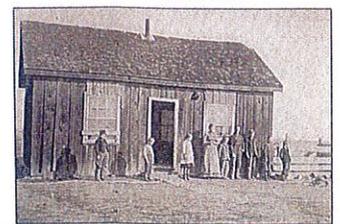
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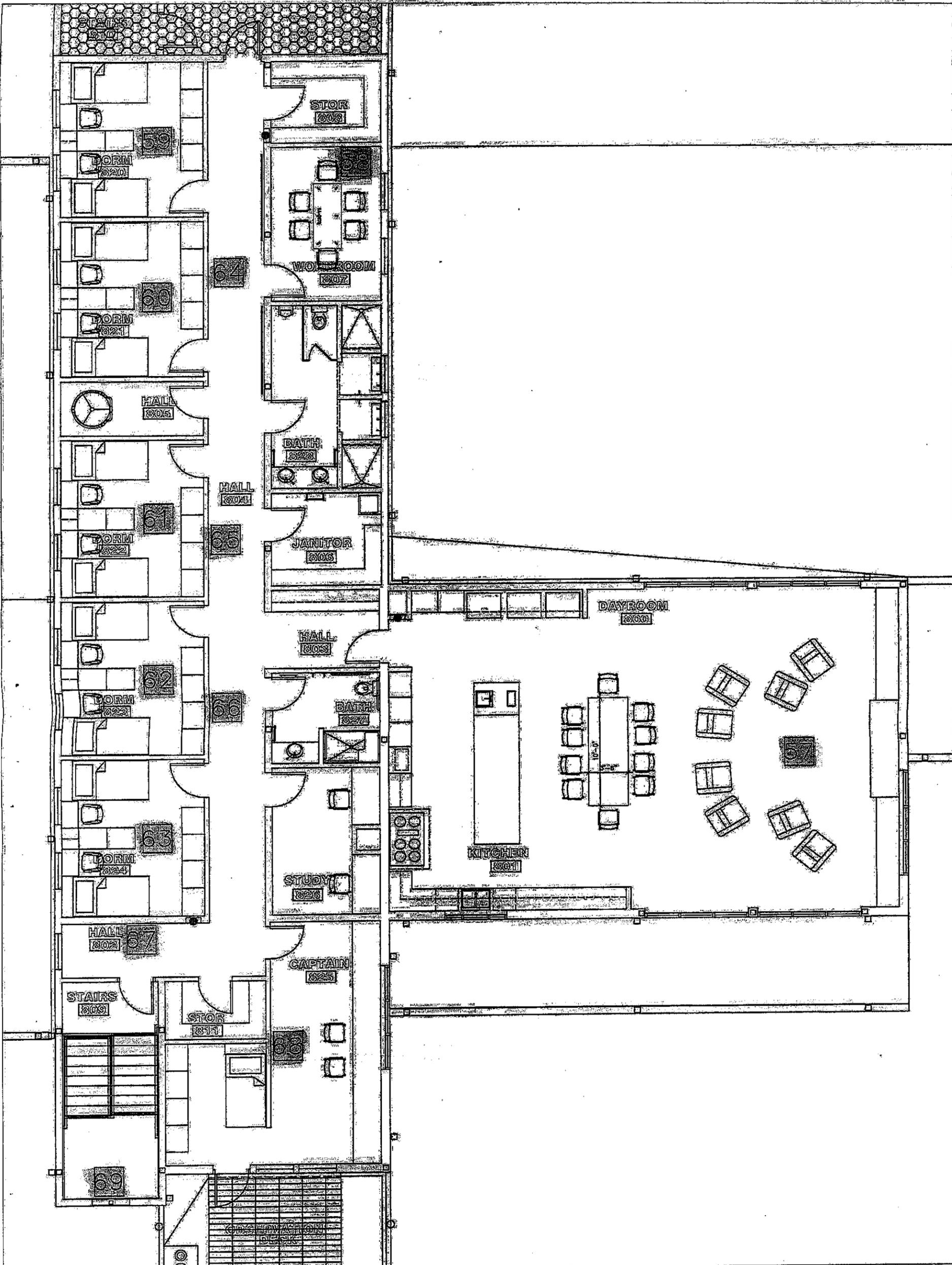


ws095\_wal.psd



ws096\_wal.psd





PROJECT INFORMATION	
PLANNER	
DRAWN BY	SREDEEN
CHECKED BY	SREDEEN
FILE	CW/FPF - 2ND FLR FURN
PO#	98298
TR#	

City of Winters - Police & Fire Facility  
Winters, CA

**2ND FLOOR ART LOCATIONS**

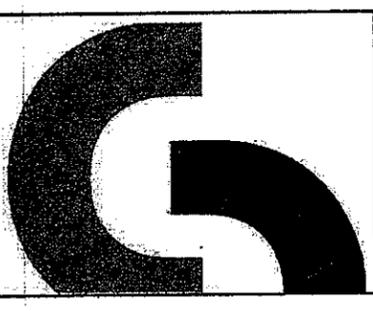
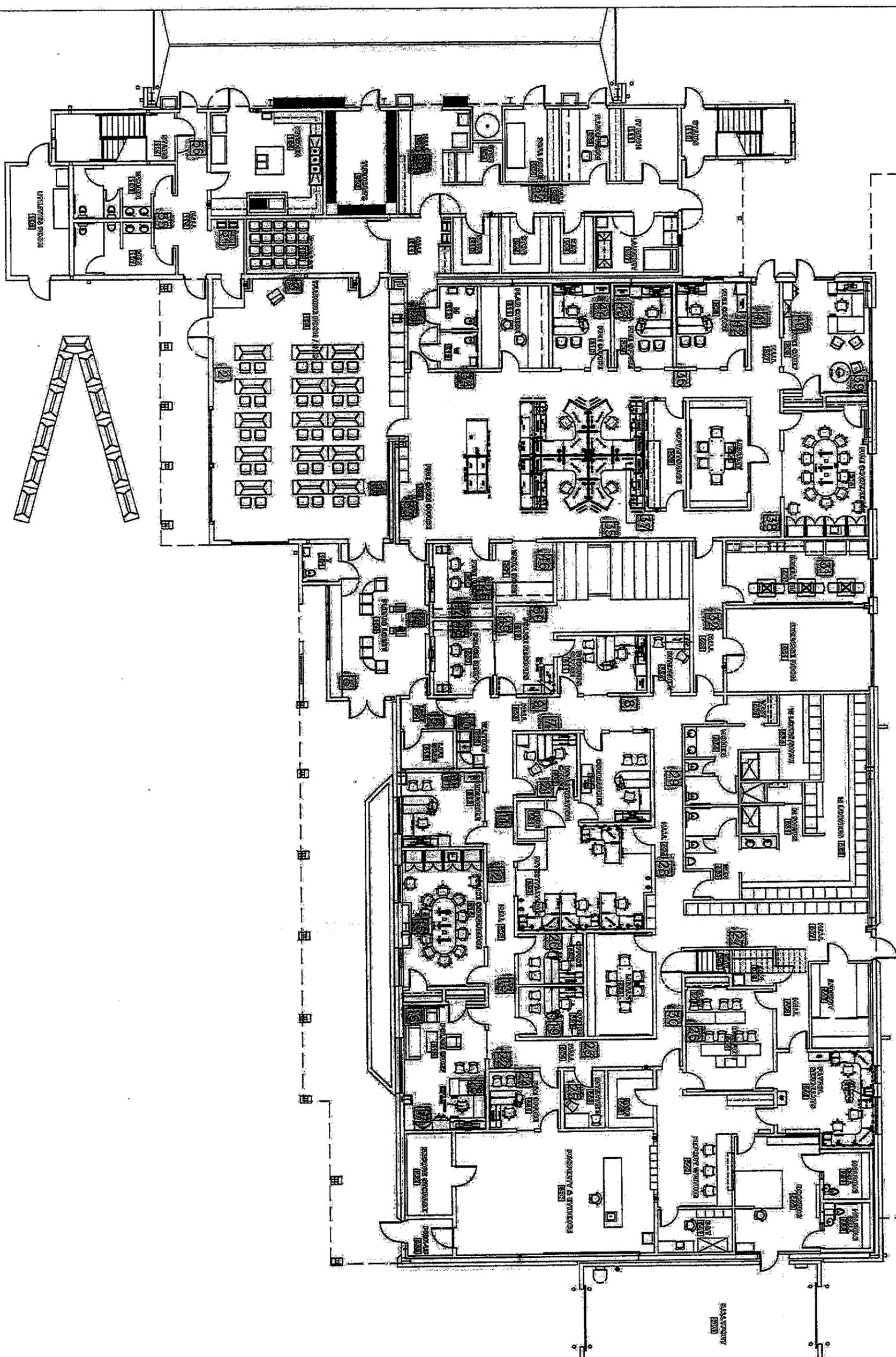
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**westerncontract**  
We furnish synergy.

11455 FOLSOM BOULEVARD  
RANCHO CORDOVA, CA 95742  
P 916.638.3368 F 916.638.2698

REVISIONS:	
DATE	05.19.11
SCALE	1/8" = 1'-0"
SHEET TITLE	2nd Floor
	1 OF 1



PLANNER

DRAWN BY

CHECKED BY

FILE

PO#

TR#

SREDEEN

SREDEEN

SREDEEN

CW-PFP-1ST-FLR-ART

092988

City of Winters - Police & Fire Facility  
 Winters, CA  
 1ST FLOOR ART LOCATIONS

REVISIONS

DATE

SCALE

1/16" = 1'-0"

05.19.11

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 We furnish synergy

11455 FOLSOM BOULEVARD  
 RANCHO CORDOVA, CA 95742  
 P 916.638.3338 F 916.638.2698

SHEET TITLE

1st Floor

1 OF 1