



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, July 19, 2016
6:30 p.m.
AGENDA

Members of the City Council

*Cecilia Aguiar-Curry, Mayor
Harold Anderson
Bill Biasi
Jesse Loren
Pierre Neu*

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 5, 2016 (pp. 5-10)
- B. Information Item Regarding CalPERS Unfunded Liability Payments (pp. 11-22)
- C. Winters Chamber/Visitor Center Proposed Lease Agreement (pp. 23-24)
- D. Amendment to City Manager Employment Agreement (pp. 25-28)
- E. Authorize RFP Issuance for Administrative Subcontractor for CDBG and HOME Grants in Conjunction with the Blue Mountain Terrace Senior Housing and Senior Center Project (pp. 29-49)
- F. Consultant Services Agreement for City Engineering Services with Ponticello Enterprises (pp. 50-60)
- G. Winters Putah Creek Committee Appointments (pp. 61)

PRESENTATIONS

Introduction of Winters Chief of Police John Miller

Winters Police Department K-9 Program – Officer Jose Hermosillo
(pp. 62-69)

DISCUSSION ITEMS

- 1. Public Hearing, Introduction and Waive the First Reading of Ordinance 2016-09, an Ordinance of the City of Winters for the Rezone (Planned Development Overlay) for the Fairfield Inn & Suites (pp. 70-76)
- 2. Waive Second Reading and Adopt Ordinance 2016-07, an Ordinance of the City of Winters Amending Chapter 17.80 of the Winters Municipal Code Regarding Signs (pp. 77-91)
- 3. Waive Second Reading and Adopt Ordinance 2016-08, an Ordinance of the City of Winters Amending Chapters 8.20 and 17.68 of the Winters Municipal Code Regarding Noise Control and Performance Standards (pp. 92-101)

4. Selection of Mayor and Mayor Pro Tempore (pp. 102-104)
5. Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference (pp. 105)
6. Valley Oak Playground Easement – PG&E Community Pipeline Safety Initiative (pp. 106-122)
7. Update on AHSC Grant Application (Cap & Trade – Flexible Bus Service) (pp. 123-125)
8. City Council Liaison Assignments (pp. 126-127)

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

1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the July 19, 2016 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on July 14, 2016, and made available to the public during normal business hours.


Nanci G. Mills, City Clerk

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

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

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

The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for

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

How to obtain City Council Agendas:

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

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

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

Winters Library – 708 Railroad Avenue

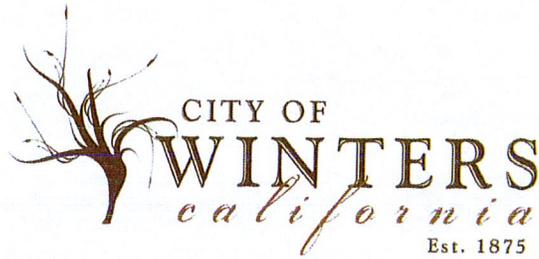
City Hall – Finance Office - 318 First Street

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

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

Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on July 5, 2016

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, City Clerk Nanci Mills, Police Chief Joseph Kreins, Planner Dave Dowswell, Associate Planner Jenna Moser, Director of Financial Management Shelly Gunby, Building Official Gene Ashdown, Environmental Services Manager Carol Scianna, Economic Development/Housing Manager Dan Maguire, Permit Technician Kristine DeGuerre, and Planning Commissioner Paul Myer.

Council Member Wade Cowan led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Neu, second by Council Member Cowan 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: Winters Senior Foundation members Sharon Pearce wants to establish a committee to get the buses up and running and Wally Pearce wants a committee to study the survey on bus transportation, tabulate the

data and provide a report. Mayor Aguiar-Curry requested an update at the next City Council meeting.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 21, 2016

Motion by Council Member Cowan, second by Council Member Fridae 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

DISCUSSION ITEM

1. Resolution 2016-29, a Resolution of the City Council of the City of Winters Certifying the Results of the June 7, 2016 General Municipal Election

City Clerk Nanci Mills gave an overview. Motion by Council Member Fridae, second by Council Member Neu to approve Resolution 2016-29 certifying the results of the June 7, 2016 General Municipal Election. Motion carried with the following vote:

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

2. Swearing in of New Council Members

Mayor Aguiar-Curry welcomed new Council Members Jesse Loren and Bill Biasi. City Manager Donlevy said it was tradition to recognize the outgoing Council members and their last official action will be to replace themselves. The re-organization of the City Council is on a two-year cycle and each City Council has the opportunity to make a difference in the community by their involvement, commitment, and their service to the Winters community. Council Member and Mayor Pro Tem Fridae has completed a twelve-year cycle and City Manager

Donlevy recited the numerous offices held: Mayor, Mayor Pro Tem, Rotary President, Lieutenant Fridae. Woody is an incredible photographer, has been a member of the Yolo Habitat Conservancy Board, was recently named Citizen of the Year and his name is included on many City accomplishments and landmarks.

Council Member Wade Cowan has been a member of the Economic Development Advisory Committee, Parking Committee, City Park Committee, Yolo Leaders, City & School District 2X2, and has been heavily involved in establishing the Grant Avenue Design Guidelines, the Complete Streets program, has been active in the City's rural agri-tourism efforts, and has been the Planning Commission liaison to the Council and a Chamber of Commerce Board member. Team Cowan (Wade and his wife Kathy) have been instrumental in putting up the downtown Christmas tree lights and candy canes and bringing the Tractor Parade to Winters. They have been involved in Youth Day (duck race and kid's fair), Little League Baseball and Softball, PTA Clean-up Day, and working alongside Winters Fire Department for Toys for Tots. They also set up tables and chairs in the downtown every fourth Friday for the Chamber of Commerce Fourth Friday Feast. Wade and Kathy have unselfishly represented Winters and the entire business community as well.

City Clerk Nanci Mills then swore in new Council Members Bill Biasi and Jesse Loren.

DISCUSSION ITEMS

3. Public Hearing to Receive Input from Specific Property Owners Regarding Implementation of Weed Abatement for 2016

Building Official Gene Ashdown gave a brief overview. Mayor Aguiar-Curry opened the public hearing at 7:19 p.m. and closed the public hearing at 7:19 p.m. with no public comment. Motion by Council Member Neu, second by Council Member Loren to approve the implementation of weed abatement on specified parcels. Motion carried with the following vote:

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

4. Public Hearing, Introduction and Waive the First Reading of Ordinance 2016-07, an Ordinance of the City Council of the City of Winters Amending the Winters Municipal Code Regarding Signs

Planner Dave Dowswell gave an overview. Council Member Biasi commended Dave for updating the ordinance and making some much-needed changes. Council Member Anderson asked about temporary signs, like the Rotary Pancake sign on the wagon, which is not regulated. Dave replied it would be considered a general use and allowed under this ordinance. Mayor Aguiar-Curry asked about three potential northern pole lights. Dave said this would go before the Planning Commission for a Conditional Use Permit and Public Hearing, and must also meet the Grant Avenue Design guidelines. Council Member Loren asked about subdued lighting with no degradation of the night sky, which is already in the General Plan. Dave agreed that LED lighting makes for softer light and confirmed that LED lighting is included in the green code.

Mayor Aguiar-Curry opened the public hearing at 7:33 p.m. Mona Biasi, 400 Edwards Street, asked about the design of two signs in her neighborhood and whether the brightness can be limited. Dave said the brightness could be verified at the staff level and become part of the performance standard. Mayor Aguiar-Curry closed the public hearing at 7:36 p.m.

Motion by Council Member Neu, second by Council Member Anderson to introduce and waive the first reading of Ordinance 2016-07, amending Chapter 17.80 of the Winters Municipal Code regarding signs. Motion carried with the following vote:

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

5. Public Hearing, Introduction and Waive the First Reading of Ordinance 2016-08, an Ordinance of the City Council of the City of Winters Amending the Winters Municipal Code Regarding Noise

Planner Dave Dowswell gave an overview and said the changes, which are just a more simplistic version, comply with the General Plan. Mayor Aguiar-Curry said she appreciated receiving the red-lined version, making the proposed changes much easier to see. Dave said City Attorney Walsh, who was involved in the update and contained many more changes than the sign ordinance, said a cleaner version is easier to implement.

Mayor Aguiar-Curry opened the public hearing at 7:42 p.m. and closed the public hearing at 7:42 p.m. with no public comments.

Motion by Council Member Biasi, second by Council Member Loren to introduce and waive the first reading of Ordinance 2016-08 amending the Winters Municipal Code regarding noise. Motion carried with the following vote:

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

6. Second Reading and Adoption of Ordinance 2016-06, an Ordinance of the City Council of the City of Winters Amending the Existing Inclusionary Housing Ordinance (pp. 101-107)

Economic Development/Housing Manager Dan Maguire gave an overview and said this ordinance would reduce the length of the covenant of ownership as it relates to moderate income ownership.

Mayor Aguiar-Curry opened the public hearing at 7:47 p.m. and closed the public hearing at 7:47 p.m. with no public comment.

Motion by Council Member Neu, second by Council Member Anderson to waive the second reading and adopt Ordinance 2016-06 amending the Municipal Code pertaining to Affordable Housing Requirements. Motion carried with the following vote:

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

7. Planning Commission Vacancy

City Clerk Nanci Mills gave an overview. Council Members Neu and Biasi volunteered to serve on the Interview and Selection Committee and will bring their recommendation back to Council. Motion by Council Member Anderson, second by Council Member Loren to approve the appointment of Council Members Neu and Biasi to the Planning Commission Selection Committee. Motion carried with the following vote:

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

8. Lease Agreement Between the City of Winters and Charley Wallace for that Certain Property at 201 First Street, Winters

Economic Development/Housing Manager Dan Maguire gave an overview and asked Council to approve the lease agreement with Charley Wallace for the remainder of the old library, the northern half of the building. As per the

agreement, all tenant and capital improvements will be done by Charley and the new roof will be done by the City of Winters.

At this point in the meeting, Council Member Anderson recused himself due to a possible conflict of interest.

John Sexton from the Winters VFW inquired if there was space available within the building for the VFW to hold their meetings and store their flags.

Motion by Council Member Loren, second by Council Member Neu to approve the lease agreement between Charley Wallace and the City of Winters for property (old library) located at 201 First Street, Winters. Motion carried with the following vote:

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

Council Member Anderson returned to the dais at this time.

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

1. None

CITY MANAGER REPORT: The Mayor and City Manager gave a tour of the City to four visiting members of the Indian Parliament. The Planning Commission did a great job last week and was well-prepared to receive a detailed packet for the new freeway project, with one commissioner recusing herself. They addressed every single issue, with one item coming back to Council, a variance on height to 46 feet, which is currently at a 30 feet limit.

ADJOURNMENT: Mayor Cecilia Aguiar-Curry adjourned the meeting at 8:19pm.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Shelly A. Gunby, Director of Financial Management *[Signature]*
SUBJECT: CalPERS Unfunded Accrued Liability

RECOMMENDATION:

Staff recommends the City Council accept this information report

BACKGROUND:

In response to the ever increasing employer rate for CalPERS, in 2014 CalPERS split the unfunded accrued liability amount separate from the rate setting function, and now the employer CalPERS payment is broke down into tow (2) components. The “normal rate”, and the unfunded accrued liability amount.

The effect of this is that the employer rate appears to be lower on a percentage of payroll than in the past, however, the City now receives a separate invoice for the “Annual Unfunded Accrued Liability”.

The City has the option of paying the unfunded liability amount on a monthly basis, or in a lump sum. A review of the invoices shows that if the amount is paid monthly, it will cost approximately 4% more than if we pay the invoice in full at the beginning of the year. As of March 31, 2016 we are earning .46% through LAIF (Local Agency Investment Fund) and .03% on the money market account in our local bank.

After considering the difference in the savings in paying the amount in one payment compared to the amount of interest that we would earn should we leave the funds invested in either of our investment accounts, staff has determined in makes more sense to pay the amount in full by July 31, 2016.

FISCAL IMPACT:

Savings of \$9,445.56 for the fiscal year 2016-2017 by paying in full by July 31, 2016

ATTACHMENTS:

Invoice for Rate Plan 760- Police Classic Employees

Invoice for Rate Plan 759-Miscellaneous Classic Employees

Invoice for Rate Plan 25773-Police PEPRA Employees

Invoice for Rate Plan 27318-Miscellaneous PEPRA Employees

Invoice for Rate Plan 30511-Fire Classic Employees



P.O. Box 942715 Sacramento, CA 94229-2715
 888 CalPERS (or 888-225-7377) | Fax: (800) 959-6545
 www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2016

City of Winters
 Shelly A. Gunby
 318 FIRST ST
 WINTERS, CA 95694

Business Unit: 1900
 CalPERS ID: 2492448287
 Invoice Number: 100000014789428
 Invoice Date: July 01, 2016
 Payment Due Date: July 31, 2016

Description	Amount				
<p>Annual Unfunded Accrued Liability as of the June 30, 2014 Actuarial Valuation for Rate Plan Identifier 760.</p> <p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table border="0" data-bbox="207 1045 617 1108"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$11,948.83</td> <td>July 31, 2016</td> </tr> </table> <p>If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$138,294.00 to the invoice number above by July 31, 2016 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2014 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting MyCalPERS.CA.GOV.</p> <p>Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).</p> <p>For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.</p>	Amount	Due Date	\$11,948.83	July 31, 2016	
Amount	Due Date				
\$11,948.83	July 31, 2016				
Total Due	\$11,948.83				

*143,385.96
 (138,294.00)
 5091.96 Savings*

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If you wish to pay this statement using Electronic Funds Transfer (EFT) payment method, please visit MyCalPERS.CA.GOV. When using EFT, allow two banking days prior to the due date for payment to be received at CalPERS on time.

Return this portion with your check payable to: California Public Employees' Retirement System

Please include Customer ID and Receivable ID on your check.

Send check/money order to:	CalPERS ID:	2492448287
CalPERS	Receivable ID:	100000014789428
Fiscal Services Division -- Cashier/Payroll	Invoice Date:	July 01, 2016
P.O. Box 942703	Payment Due Date:	July 31, 2016
Sacramento, CA 94229-2703	Amount Due:	\$11,948.83

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July 01, 2016

City of Winters
 Shelly A. Gunby
 318 FIRST ST
 WINTERS, CA 95694

Business Unit: 1900
 CalPERS ID: 2492448287
 Invoice Number 100000014789419
 Invoice Date: July 01, 2016
 Payment Due Date: July 31, 2016

Description	Amount				
<p>Annual Unfunded Accrued Liability as of the June 30, 2014 Actuarial Valuation for Rate Plan Identifier 759.</p> <p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table border="0" data-bbox="203 1052 609 1115"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$10,047.48</td> <td>July 31, 2016</td> </tr> </table> <p>If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$116,288.00 to the invoice number above by July 31, 2016 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2014 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting MyCalPERS.CA.GOV.</p> <p>Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).</p> <p>For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.</p>	Amount	Due Date	\$10,047.48	July 31, 2016	
Amount	Due Date				
\$10,047.48	July 31, 2016				
Total Due	\$10,047.48				

*120,569.76
 (116,288.00)
 4,281.76*

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If you wish to pay this statement using Electronic Funds Transfer (EFT) payment method, please visit MyCalPERS.CA.GOV. When using EFT, allow two banking days prior to the due date for payment to be received at CalPERS on time.

Return this portion with your check payable to: California Public Employees' Retirement System

Please include Customer ID and Receivable ID on your check.

Send check/money order to:

CalPERS
Fiscal Services Division -- Cashier/Payroll
P.O. Box 942703
Sacramento, CA 94229-2703

CalPERS ID:	2492448287
Receivable ID:	100000014789419
Invoice Date:	July 01, 2016
Payment Due Date:	July 31, 2016
Amount Due:	\$10,047.48

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July 01, 2016

City of Winters
 Shelly A. Gunby
 318 FIRST ST
 WINTERS, CA 95694

Business Unit: 1900
 CalPERS ID: 2492448287
 Invoice Number: 100000014789437
 Invoice Date: July 01, 2016
 Payment Due Date: July 31, 2016

Description	Amount				
<p>Annual Unfunded Accrued Liability as of the June 30, 2014 Actuarial Valuation for Rate Plan Identifier 25773.</p> <p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table border="0" data-bbox="207 1045 609 1108"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$2.05</td> <td>July 31, 2016</td> </tr> </table> <p>If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$24.00 to the invoice number above by July 31, 2016 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2014 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting MyCalPERS.CA.GOV.</p> <p>Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).</p> <p>For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.</p>	Amount	Due Date	\$2.05	July 31, 2016	
Amount	Due Date				
\$2.05	July 31, 2016				
Total Due	\$2.05				

24.60
 (24.00)

 .60

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CalPERS
Fiscal Services Division -- Cashier/Payroll
P.O. Box 942703
Sacramento, CA 94229-2703

CalPERS ID:	2492448287
Receivable ID:	100000014789437
Invoice Date:	July 01, 2016
Payment Due Date:	July 31, 2016
Amount Due:	\$2.05

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July 01, 2016

City of Winters
 Shelly A. Gunby
 318 FIRST ST
 WINTERS, CA 95694

Business Unit: 1900
 CalPERS ID: 2492448287
 Invoice Number 100000014789447
 Invoice Date: July 01, 2016
 Payment Due Date: July 31, 2016

Description	Amount				
<p>Annual Unfunded Accrued Liability as of the June 30, 2014 Actuarial Valuation for Rate Plan Identifier 27318.</p> <p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table border="0" data-bbox="194 1050 568 1113"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$0.47</td> <td>July 31, 2016</td> </tr> </table> <p>If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$5.00 to the invoice number above by July 31, 2016 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2014 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting MyCalPERS.CA.GOV.</p> <p>Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).</p> <p>For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.</p>	Amount	Due Date	\$0.47	July 31, 2016	
Amount	Due Date				
\$0.47	July 31, 2016				
Total Due	\$0.47				

5.64
 (5.00)
 64

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Fiscal Services Division -- Cashier/Payroll
P.O. Box 942703
Sacramento, CA 94229-2703

CalPERS ID:	2492448287
Receivable ID:	100000014789447
Invoice Date:	July 01, 2016
Payment Due Date:	July 31, 2016
Amount Due:	\$0.47

California Public Employees' Retirement System
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P.O. Box 942715 Sacramento, CA 94229-2715
 888 CalPERS (or 888-225-7377) | Fax: (800) 959-6545
 www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2016

City of Winters
 Shelly A. Gunby
 318 FIRST ST
 WINTERS, CA 95694

Business Unit: 1900
 CalPERS ID: 2492448287
 Invoice Number: 100000014789455
 Invoice Date: July 01, 2016
 Payment Due Date: July 31, 2016

Description	Amount				
<p>Annual Unfunded Accrued Liability as of the June 30, 2014 Actuarial Valuation for Rate Plan Identifier 30511.</p> <p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table border="0" data-bbox="207 1052 609 1115"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$166.80</td> <td>July 31, 2016</td> </tr> </table> <p>If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$1,931.00 to the invoice number above by July 31, 2016 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2014 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting MyCalPERS.CA.GOV.</p> <p>Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).</p> <p>For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.</p>	Amount	Due Date	\$166.80	July 31, 2016	
Amount	Due Date				
\$166.80	July 31, 2016				
Total Due	\$166.80				

2061.60
 (1931.00)

 70.60

California Public Employees' Retirement System
www.calpers.ca.gov

If you wish to pay this statement using Electronic Funds Transfer (EFT) payment method, please visit MyCalPERS.CA.GOV. When using EFT, allow two banking days prior to the due date for payment to be received at CalPERS on time.

Return this portion with your check payable to: California Public Employees' Retirement System

Please include Customer ID and Receivable ID on your check.

Send check/money order to:

CalPERS
Fiscal Services Division -- Cashier/Payroll
P.O. Box 942703
Sacramento, CA 94229-2703

CalPERS ID:	2492448287
Receivable ID:	100000014789455
Invoice Date:	July 01, 2016
Payment Due Date:	July 31, 2016
Amount Due:	\$166.80

California Public Employees' Retirement System
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**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Winters Chamber/Visitor Center Update and Proposed Lease Agreement

RECOMMENDATION:

Staff recommends the City Council: 1) receive the staff report updating the status of the Winters Chamber of Commerce & Visitor Center, and 2) authorize the City Manager to execute a new lease/sublease for a portion of the 201 First Street property leased from the City of Winters by Charley Wallace.

BACKGROUND:

In February 2009, the Community Development Agency (“CDA”) approved a lease agreement for the use of 11 Main Street. The proposed use was for the development of a “destination location”. The goals were to either recruit a destination business for the space, or develop an Agency sponsored location to spur local economic and business development.

On May 5, 2009, the CDA Board of Directors approved the Winters Visitor Center Concept Plan, approved a Consultant Services Agreement with DaRe, LLC for interior design and multi-media center development, and authorized an agreement between the CDA and the Winters Chamber of Commerce for staffing and management. The City entered into a sublease agreement with the Chamber on July 1, 2009.

On June 3, 2014, City Council authorized the City Manager to terminate the lease with Opera House Partners (“OHP”), which in turn would allow OHP to enter into a lease agreement with the Scoop. Additionally, the City Council approved the City entering into a lease with Charley Wallace for the space formerly occupied by Attorney John Wallace (312 A Railroad Avenue), and the sublease to the Chamber of Commerce. The lease terms were based on a monthly rent rate of \$500 per month. The revised rent was approximately \$275 less than the rent paid for the space at 11 Main Street.

In conjunction with the Downtown Hotel project, the Railroad Avenue buildings were demolished in 2015. At the April 7, 2015 City Council meeting, the Council approved a interim lease with Jean Deleonardi at her property at 18 Main Street. Recently, building owner Jean Deleonardi advised the Chamber of her intent to expand her Real Estate business at her property, with additional realtors potentially being bought in to operate from that location, with a request that the Chamber vacate around the beginning of July 2016.

FISCAL IMPACT:

In the event City Council authorizes the City Manager to execute a new agreement, the proposed 2016/2017 and 2017/2018 budgets would not need to be adjusted as the City's proposed rent for the space is the same rent currently paid to the Jean DeLeonardi for the for the 11 Main Street space (\$500 per month).

\$6,000 in Fiscal Year/2016 and \$6,000 in Fiscal Year/2017



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: July 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Ethan Walsh, City Attorney
SUBJECT: Amendment to City Manager Employment Agreement

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 2016-31, approving the First Amendment to Employment Agreement with City Manager John Donlevy.

BACKGROUND: On June 7, 2016, the City Council approved MOUs with each of the City's bargaining units. As part of the amendments to the MOUs, the City's bargaining units agreed that their members would pay the employee contribution toward their CalPERS retirement contribution, consistent with the California Public Employees' Pension Reform Act of 2013 (PEPRA). In exchange for the employees' agreement to take on this additional cost, the City agreed to make a corresponding increase to the salary ranges for each employee classification. On June 21, 2016, the City Council approved Salary Resolution No. 2016-28, which made the increases to the City's salary ranges.

DISCUSSION: The City Manager is the one City employee that is hired directly by Council, and therefore has an Employment Agreement, and is not subject to any of the MOUs. His employment agreement currently provides, consistent with the City's previous MOUs, that the City would pay both the Employer and Employee contributions toward his CalPERS benefit. Staff recommends that the City Manager's Employment Agreement be amended to provide he will pay the Employee contribution toward his CalPERS retirement benefit. This will make his Employment Agreement consistent with the terms of the MOUs for the City's other employees.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No City funds impacted. This amendment is intended to make the City Manager's Employment Agreement consistent with the City Council's actions in approving the Employee MOUs and Salary Resolution No. 2016-28.

Attachment: Resolution No. 2016-31
First Amendment to Employment Agreement

RESOLUTION NO. 2016- 31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
APPROVING THE FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF WINTERS AND JOHN W. DONLEVY, JR.**

WHEREAS, the City of Winters entered into an Employment Agreement with John W. Donlevy, Jr. (“Donlevy”) on December 19, 2013 to employ Donlevy as the City Manager of the City of Winters (the “Employment Agreement”); and

WHEREAS, on June 21, 2016, the Council adopted Salary Resolution No. 2016-28, which granted a salary adjustment to all employees of the City, to compensate for the City employees’ new agreement to pay the employee’s contribution of the CalPERS retirement benefit; and,

WHEREAS, the Employment Agreement currently provides that the City will pay both the employee and employer contribution of Donlevy’s CalPERS retirement benefit, and City and Donlevy desire to amend the Employment Agreement to provide that Donlevy will pay the employee’s contribution of his CalPERS retirement benefit;

NOW, THEREFORE, the City Council of the City of Winters hereby finds and resolves as follows:

The City Council approves the First Amendment to Employment Agreement, in the form attached hereto, and authorizes the Mayor to sign such First Amendment on behalf of the City.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 19th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Cecilia Aguiar-Curry, Mayor
City of Winters

ATTEST:

Nanci G. Mills, City Clerk

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

City of Winters—City Manager

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”) is entered into on this 19th day of July, 2016 (the “Effective Date”) between the City of Winters, a municipal corporation (“City”) and John W. Donlevy, Jr. (“Donlevy”).

Recitals

A. The City and Donlevy entered into an Employment Agreement effective on December 19, 2013 to employ Donlevy as the City Manager of the City of Winters (the “Employment Agreement”).

B. Section 5(b) of the Employment Agreement provides that the Council may give salary adjustments to Donlevy by a Salary Resolution of the City Council.

C. On June 21, 2016, the Council adopted Salary Resolution No. 2016-28 which granted a salary adjustment to all employees of the City, to compensate those employees for amendments to each bargaining unit’s Memorandum of Understanding which require the employee to pay the employee’s contribution of the CalPERS retirement benefit.

D. Donlevy’s salary was adjusted by Salary Resolution No. 2016-28, and in accordance with that adjustment, City and Donlevy desire to amend Section 6(a) of the Employment Agreement to provide that Donlevy will pay the employee’s contribution of the CalPERS retirement benefit.

Now Therefore City and Donlevy agree to amend the Employment Agreement as follows:

Section 1. Subsection 6(a) of the Employment Agreement shall be amended to read as follows:

(a) For the CalPERS retirement benefit, the City shall pay the employer contribution and Donlevy shall pay the Employee’s contribution.

[Continued on Next Page]

City of Winters
First Amendment to City Manager Employment Agreement

Section 2. Except as specifically modified by this Amendment, all terms and provisions of the Employment Agreement shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the City and Donlevy have executed this Amendment as of the date first above written.

CITY OF WINTERS

By: _____
Cecilia Aguiar-Curry
Mayor

Approved as to form:

By: _____
Ethan Walsh
City Attorney

Attest:

By: _____
Nanci G. Mills
City Clerk

DONLEVY

By: _____
John W. Donlevy, Jr.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: July 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Authorize RFP Issuance for Administrative Subcontractor for CDBG and HOME Grant Administration with Oversight by Yolo County Housing

RECOMMENDATIONS:

1) Receive the report from staff recommending the issuance of a Request for Proposal ("RFP") for Professional Services for Community Development Block Grant ("CDBG") & the HOME Investment Partnerships Program ("HOME") Administrative Consulting Services, and 2) Authorize the City Manager or his Designees to Issue an RFP for Grant Administrative Services.

BACKGROUND:

At the January 5, 2016 City Council meeting, Council authorized an Intergovernmental Agreement with YCH for CDBG Technical Assistance (and similar grants such as the HOME grant) to assist staff with implementation of a grant award (CDBG Grant # 15-CDBG-10578) for the construction of Blue Mountain Terrace Senior Housing Project. The City was subsequently notified of an award of HOME funds from the State's Department of Housing and Community Development (HOME Standard Agreement # 16-HOME-10803). Funding from the CDBG grant will be utilized for the development of new Senior Center to be located on a portion of the approximately 1.5 acre parcel (APN # 003 370 029) being developed by Domus Development for the Blue Mountain Terrace Senior Apartments. The grant award also includes funding for senior services. The HOME program award will provide a portion of the funding for the construction of the Senior Housing development.

Federal Procurement Guidelines (associated with receiving Federal Funds such as CDBG & HOME) for contracting for Professional Services require the jurisdiction to utilize an RFP/RFQ process for the selection of the service provider. Intergovernmental Agreements are exempt from this requirement, as long as the HUD guidelines are

adhered to in the contract language. In order to utilize an Administrative Subcontractor, staff recommends City Council approve the release of the Request for Proposal for an Administrative Subcontractor to assist in complying with the CDBG & HOME reporting requirements.

It should be noted that although there are dates imbedded in the RFP that is an attachment to this staff report, those dates are placeholders. Staff expects the RFP will be released in the fall of 2016 so the RFP release is more closely aligned to the Spring 2017 start of construction that is anticipated for the Domus project.

FISCAL IMPACTS:

Total contract cost is TBD. The issuance of the RFP and subsequent potential contract award for Administrative Services Agreement Contract will have little to no impact on City's General Fund or other City funds as expenses incurred in providing the CDBG & HOME technical assistance will be funded primarily through the Activity Delivery and General Administrative budgets within the CDBG and HOME contracts.

ATTACHMENTS:

Intergovernmental Agreement with YCH
Request for Proposal

CITY OF WINTERS

AGREEMENT NO. 001-16

**(Intergovernmental Agreement for Grants Management Services Between
the City of Winters and Yolo County Housing)**

This Agreement is made this 28th day of January, 2016,
by and between the City of Winters and Yolo County Housing for the professional
services of general review and grants management.

A. Services To Be Provided By Yolo County Housing. During the term of this Agreement, Yolo County Housing will undertake all of the following services in a professional, responsible and competent manner: Serve as the grants management consultant to the City of Winters, serving to provide technical assistance and guidance in executing existing CDBG grant, technical assistance in meeting reporting requirements and similar grants management projects.

B. Compensation and Expenses to Be Paid By City of Winters. For the professional services provided during the term of this Agreement, services will be billed at the following hourly rates:

Grants Consultant (Lisa Baker) \$110.00
Labor Compliance Review (Fred Ichtertz) \$75.00
Senior Grants Analyst (Coleen Brock) \$55.00

All office-related (OMB Circular A-87) costs and expenses are included in this amount not including travel expenses for Labor Compliance Review Officer and Grants Analyst. Mileage for Grants Consultant is included. Mileage is reimbursable at the rate that conforms to the annual IRS approved rate per mile.

C. Payment for Services. Yolo County Housing will submit an invoice on a monthly basis, unless the parties mutually agree otherwise. Within fifteen (15) days at the end of each month, Yolo County Housing will submit an invoice to the City of Winters for services rendered under the Agreement to the following address:

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

The invoice submitted pursuant to this Paragraph shall show the City of Winters Agreement number, if any, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services,

the dates on which the services were performed, a description of the services performed, and such other information as the City of Winters may reasonably require.

Within thirty (30) calendar days of the City of Winters City Manager's authorization for payment of an invoice, the City's Finance Director shall either issue the payment or advise Yolo County Housing in writing of any concerns that the Finance Director has with the request and any need for further documentation.

The City of Winters reserves the right to withhold payments in the event of Yolo County Housing's performance being materially non-compliant with the Agreement. Yolo County Housing's final invoice shall be clearly marked "FINAL."

D. Applicable Laws. In the performance of the services set forth in Paragraph A above, Yolo County Housing shall comply with all applicable laws, including those set forth in Attachment "A".

E. Indemnification/Hold Harmless. Yolo County Housing shall indemnify, defend, and hold harmless the City of Winters, its city council, officials, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, including reasonable attorney's fees, arising from Yolo County Housing's performance of this Agreement, with the exception of matters that are based upon the negligent or intentional acts or omissions of the City of Winters, its city council, officials and employees. The City of Winters shall indemnify, defend, and hold harmless Yolo County Housing, its board, commission, officials, and employees from and against any and all loss, damages, liability claims, suits, costs and expenses, including reasonable attorneys' fees arising from the City of Winters performance of this Agreement, with the exception of, and in proportion to, matters that are based on the negligent or intentional acts or omissions of Yolo County Housing, its board, commission, officials and employees.

F. Insurance. On or before the commencement of the term of this Agreement, Yolo County Housing shall furnish the City of Winters with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage. Such certificates, which do not limit Yolo County Housing's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Winters by certified mail." It is agreed that Yolo County Housing shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the City of Winters and licensed to do insurance business in the State of California. Endorsements naming the City of Winters as additional insured shall be submitted with the insurance certificates.

1. Coverage: Yolo County Housing shall maintain the following insurance coverage:

(a) Workers' Compensation: Statutory coverage as required by the State of California.

(b) Liability: Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate - all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(c) Automotive: Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate - all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate - all other

or

Combined Single Limit: \$1,000,000 each occurrence

2. **Subrogation Waiver**: Yolo County Housing agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Yolo County Housing shall look solely to its insurance for recovery. Yolo County Housing hereby grants to City of Winters, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Yolo County Housing or City of Winters with respect to the services of Yolo County Housing herein, a waiver of any right to subrogation, which any such insurer of said Yolo County Housing may acquire against City of Winters by virtue of the payment of any loss under such insurance.

3. **Failure to Secure**: If Yolo County Housing at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City of Winters shall be permitted to obtain such insurance in the Yolo County Housing's name or as an agent of the Yolo County Housing and shall be compensated by the Yolo County Housing for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

4. **Additional Insured**: the City of Winters, its city council, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.

L. Severability. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

M. Amendment. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement may be amended to both extend the term and conditions, as well as to add tasks. Yolo County Housing will not begin new tasks without express written permission of the City of Winters.

N. Entire Agreement. This Agreement and its Attachments constitutes the entire agreement between the City of Winters and Yolo County Housing and supersedes all prior negotiations, representations, or agreements, whether written or oral.

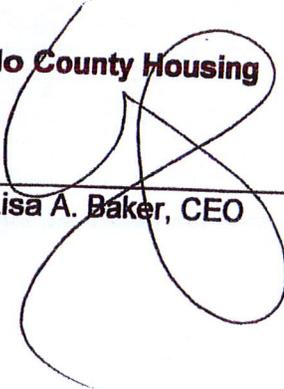
IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set forth above.

City of Winters:

By 
John W. Donlevy, Jr., City Manager

Dated: 1-24-2016

Yolo County Housing

By 
Lisa A. Baker, CEO

Dated: January 12, 2016

EXHIBIT A

SERVICE CONTRACT INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

- a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
- c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
- d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. . [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

- a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
- b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.
- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**Subgrantee and Contractor
Certifications and Assurances**

.....

Certification and Assurance: The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and Subgrantees or Contractors:

- (1) Compliance with Community Development Block Grant regulations found at 24 CFR 570.1 – 570.913 and Appendices
- (2) Compliance with applicable OMB Circulars, including A-133 and A-87 as required
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	Name and Contract Number: Yolo County Housing	
Signature of Authorized Certifying Official:	Title: CEO	Date: 1/12/16

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.



DATE: July 21, 2016
TO: Housing and Community Development Consultants
FROM: Dan Maguire, Economic Development and Housing Manager

**REQUEST FOR PROPOSAL
IMPLEMENTATION OF AFFORDABLE SENIOR RESIDENTIAL HOUSING
CONSTRUCTION PROJECT**

Deadline for Submission: Thursday, August 22, 2016 at 4:00 P.M.
UNDER NO CIRCUMSTANCES WILL LATE PROPOSALS BE ACCEPTED

The City of Winters is soliciting proposals from qualified housing program consulting firms to provide services generally described below and more fully described in the Scope of Work section of the RFP.

The City has received 2015 CDBG & HOME Program funds for the construction of 63 units of new rental multi-family affordable housing and a 6,000 square foot senior center development, located within the City limits. An Administrative Subcontractor is being sought to oversee the documentation, compliance and cash disbursements related to this project. *It should be noted that the NEPA process has been completed and the project has been provided with an authority to use grant funds by CDBG & HOME.*

I. Project Description

The Blue Mountain Terrace project is a 63-unit multi-family affordable housing and 6,000- square foot senior center development. The affordable housing is for low and very low-income senior households. Domus Development, LLC proposes to construct the Blue Mountain Terrace project, consisting of senior housing and a senior community center, on the southernmost 1.59 acres of the 2.81-acre parcel. The Blue Mountain Terrace project would be located between Grant Avenue and Baker Street between Morgan Street and East Street. The senior housing component of the project would consist of a three-story residential building that provides 62 units of senior housing and one manager's unit. The approximately 6,000- square foot senior community center would potentially include a commercial-grade kitchen and performance area. The project would include parking for 43 vehicles. Community amenities would include a manager's office for the residential component, passenger loading areas along Baker Street, a public plaza with seating, a community garden, and drought-tolerant landscaping.

II. Proposed Scope of Services

1. Prepare and submit to the City (or its agent) a binder with files containing all of the necessary materials to meet the Set-Up and Payment Provisions as outlined in the CDBG & HOME Standard Agreement, Exhibit B, Sections 2-4 (included below). Completion and submission of this binder with files must be made in a timely manner.
 - A. Prepare HUD-required Project Set-Up form
 - B. Compile required back up and federal procurement documentation
 - C. Prepare State Recipient Certification Statement regarding Relocation Plan
 - D. Compile required back up for NEPA environmental review process and clearance
 - E. Compile required back up and federal labor standards provisions including Davis-Bacon and related Acts and prepare certification forms
 - F. Compile the Affirmative Marketing Procedures and Affirmative Fair Housing Marketing Plan, Section 3 MBE/WBE from City of Winters and Architect Certification of Compliance with Section 504 of the Rehabilitation Act of 1973 and the Federal Fair Housing Act.
 - G. Compile the Subsidy Layering and Financial Analysis check sheet, certification form with back up materials and prepare summary explanations of the Recipients activities to comply with the "Key Evaluation Points" and UMR Matrix
 - H. Update Current Financial Projections for project and update required information in Universal Application in pages 8-28. Compile back up.
 - I. Confirm Permanent and Construction financing commitments from all City of Winters funding sources by compiling commitment letters
 - J. Confirm evidence of site control by compiling agreements and title reports
 - K. Obtain and compile census data, market study data and statistical documentation to report housing compatibility and minority percentages for the community, similar projects and new project site, as is required by neighborhood standards guidelines.
 - L. Compile Marketing Plan and Tenant Selection Plan from City of Winters
 - M. Coordinate submittal of progress reports on meeting occupancy standards through the rent-up
 - N. Prepare State Recipient Statement of Assurances letter
 - O. Preparation and submittal of other documents deemed necessary by HCD prior to project setup completion, including identification of CDBG & HOME units and their initial rents; submittal of any draft security documents and lien agreements, draft CDBG & HOME loan documents and any Limited Partnership Agreements if applicable
2. Comply with Federal Fair Housing and Equal Opportunity requirements.
3. Compliance with all applicable state and federal Labor Standards provisions.
4. Comply with Federal Procurement Requirements.
5. Comply with the Federal and Site Neighborhood Standards.
6. Establish and maintain administrative back up files and reports in accordance with the system preferred by the City and HCD, outlined in the CDBG & HOME contract management manual. This includes maintaining the required Public Information Binder.

7. Participate in any monitoring by the state or other agencies and provide the necessary documents and files for such monitoring visits. Serve as support to the City's (or its agent), to the maximum extent appropriate, and respond to and correct any monitoring findings.
8. Keep the City (or its agent) updated as to project status on a bi-monthly basis.
9. Monitor program milestones and recommend amendments as necessary.
10. Facilitate communications between the Developer, the owner entity and the City (or its agent).
11. Apprise City (or its agent) of all applicable federal and state requirements, if necessary, related to the CDBG & HOME funds and facilitate the meeting of such requirements.
12. Administer and monitor all Federal Labor Standard Requirements related to construction project to ensure compliance. Maintain Labor Standards binder and all records of certified payrolls of contractors and subcontracts. Submit binders to City at end of project as part of close-out package.
13. Prepare and submit to City (or its agent) Project Monthly Status Reports, no later than the 10th day of following month.
14. Prepare and submit to City (or its agent) Project Completion Report, Final Wage Compliance Report, Final Cost Certification, HUD 1, no later than 60 days after any final project drawdown request.
15. Prepare a close out and monitoring checklist to guide the City after the project has been completed. Such checklist will outline the City's ongoing program responsibilities. The City has agreed that this can be structured to contain pertinent sections of CDBG & HOME information previously developed by HCD/CDBG & HOME.
16. Consultant shall provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.
17. Note that the requirements for assuming the scope of work will begin as soon as a contract can be negotiated with the successful applicant due to the nature and status of this program with urgent deadlines.

Budget

Administration – The City will budget up to a certain amount available for administration as permitted by funding sources and Consultant shall set a cap on proposed costs with the City to ensure that sufficient monies exist to fund the costs of Consultant and City or its Agents. The timeframe for the process is estimated to be approximately 36 months to complete, once the contract is in place and through project completion and close out.

Accessibility

1. The City expects Consultant to be accessible to meet on project without incurring additional costs outside of those provided for above. Meetings will be held as needed to review project timeline and performance issues at the City's designated location.
2. Consultant is to be available and prepared to make presentations before the governing body and others as needed to meet public hearing and general information needs of City.

III. Proposal Requirements

1. Provide a summary of firm's qualifications in providing services for a city and/or county by listing in the order shown below, the following. Note that the responses shall reflect the experience that the applicant has had based on the work of the individuals who are proposed to service the County's account and not of the firm in general:

- A. Brief history and the purpose(s) for which your firm was formed.
 - B. State firm's policy regarding affirmative action.
 - C. Indicate if firm is a small business and/or minority or woman-owned business. (Provide a copy of such certification if claimed.)
 - D. Describe experience managing CDBG, HOME, and/or CalHOME grants.
 - E. State overall qualifications and duties, and availability, of project staff to be assigned to this contract.
 - F. List any instances in which a program your firm administered was ever found to be non-compliant in one or more areas. Provide a recap of the situation including the timeframe that the act(s) of non-compliance occurred and the manner in which it was resolved. If none exist, then affirmatively state this in the application.
 - G. If a sub-contractor will be used to provide services, this fact must be called out in the proposal document and the information requested above must be provided for each staff member of the sub-contractor and the subcontractor itself.
2. Grant implementation and administration experience as it relates to a city and/or county client:
- A. Describe past performance that demonstrates ability to complete a project in a timely and cost efficient manner.
 - B. Describe how the firm will implement and operate the program(s), responding to the various work tasks identified above.
 - C. Describe proposed project management and firm's record keeping systems. Include samples of reports.

- D. Attach list of jurisdictions where Consultant has contracted to implement and/or administer Federal, State and/or Local housing programs and/or managing a loan portfolio.

(For item A, list the Cities/County's for which your firm provided these services, the timeframe in which these services were provided, the amount of funding allocated to the program and the contact information including name, email address and phone number of the individual who can provide a reference for you)

3. State the amount to be charged for general administration and activity delivery for each service and a grand total. If services are proposed to be offered for some but not all administrative requirements, pricing will need to reflect the applicable amount for each area to be serviced.
4. Statement that firm will provide a Certificate of Insurance for coverage equal to or better than that described in Attachment A.
5. Identify the staff that will provide the services called for and include a resume for each. Each resume must identify the types of grants and programs that the individual has been involved with throughout their career and those with which they have experience after joining your firm; list the specific tasks that they were responsible for. Identify the lead manager who will be responsible for service delivery to the City for this engagement. Positions/functions not identified by the Applicant but deemed necessary by City will be viewed as a deficient response. Include a rate sheet stating hourly rates for each personnel category.
6. The response shall be signed by an individual authorized to represent the firm in such matters and the signature line shall include the signer's title and the date on which the document was signed.

IV. Selection Process

The relevant experience of each applicant will be evaluated as it relates to the Scope of Services. The City or its Agents will review the responses to the Request for Proposals and reference checks and will make a recommendation to the City. Proposals will be ranked based on an assessment of the applicant's integrity, accessibility, resources, experience and past performance with regard to their ability in administering, implementing and operating California CDBG, HOME, and/or Cal HOME grants and programs. The selection criteria will include pricing but will not be a material criteria.

Each proposal will be ranked separately to ensure fair competition since bidders are not required to respond to all service needs.

V. Award of Contract

The City will make the final decision and award the contract. The City reserves the right to reject any and all proposals submitted, to request clarification or additional information from applicants and to waive any irregularity in the proposal as long as City procedures remain consistent with the required procurement procedures.

The City also reserves the right to award a contract to the firm(s) that present(s) the proposal which, in the sole judgment of the City, best demonstrates the expertise desired by the City. This Request for Proposal does not represent a commitment on the part of the City to award a contract, nor does it

commit the City to reimburse an applicant for the costs associated with the preparation of their response to the RFP.

Formal interviews may be conducted.

The State Department of Housing and Community Development must approve the selected Administrative Subcontractor prior to contract award or execution.

VI. Submission of Proposal

Responses should be submitted via email no later than 4:00 p.m. on Thursday, August 18, 2016. Email proposal to cbrock@ych.ca.gov. Request a confirming receipt response in your e-mail. The proposal (with original signature) must be emailed with the Subject Line titled "Winters Construction Project". The City will not be responsible for undeliverable proposals or accept proposals that fail to be delivered timely.

VII. Proposal Format and Copies

All proposals must be produced on standard 8 ½" x 11" paper with portrait orientation and PDF format. Proposals are limited to 30 (thirty) pages not including covers or Letter of Transmittal. Offerors shall email one (1) copy of their proposal (signature in blue ink) to the email address specified above on or before the closing date and time, for receipt of proposal.

Questions regarding this Request for Proposal may be directed to:

City of Winters
C/O
Colleen Brock, Senior Management Analyst
Yolo City Housing
147 W. Main St.
Woodland, CA 95695
Phone No. 530-669-2228
Fax No. 530-662-5429
Email: cbrock@ych.ca.gov

**Small, minority and female-owned businesses are encouraged to apply.
The City of Winters is an Equal Opportunity employer.**

EXHIBIT A
INSURANCE REQUIREMENTS

- A. Insurance:** Consultant, at Consultant's own cost and expense, shall procure and maintain, at all times, for the duration of the contract, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the consultant must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

 2. The City, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. . **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the City of Winters (if agreed to in a written contract or agreement) before the City's own Insurance or self insurance shall be called upon to protect it as a named insured.

 3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence"

basis unless the City Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the City’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the City Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or City of Winters.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the City Risk Manager.
 8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Consultant's insurance coverage shall be primary, including as respects the City, its officers, agents, employees and volunteers. Any insurance maintained by the City shall apply in excess of, and not contribute with, insurance provided by Consultant's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the City, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Consultant shall furnish the City with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the City Risk Manager before work commences. Upon City’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Consultant shall furnish the City with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this

Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon City's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. City of Winters reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

- D.** Consultant agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Consultant agree to be bound to Consultant and the City of Winters in the same manner and to the same extent as Consultant is bound to the City of Winters under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Consultant** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Consultant** will provide proof of compliance to the City of Winters.
- E.** Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Consultant fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

EXHIBIT B

HOME/CDBG STANDARD REQUIREMENTS LABOR STANDARDS - - FEDERAL LABOR STANDARDS PROVISIONS

The Grantee, Sub-Consultant, and the Consultant shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of :

Davis-Bacon Act (40 USC 3141-3148) requires that workers receive no less than the Prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.00.

Copeland "Anti Kickback" Act (Title 18 USC Section 874 and Title 40 USC Section 3145) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act – CWHSSA (40 USC Chapter 3701-3708) requires that workers receive "overtime" compensation at a rate of 1.5 times their regular hourly wage after they have worked 40 hours in one week.

Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3, and 5 are the regulations and Procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

CONTRACTORS AND SUBCONTRACTORS

1. The Grantee and the Consultant shall not enter into any agreement, written or oral, with any contractor without prior determination by the State of the contractor's eligibility. A Contractor or subcontractor is not eligible to receive grant funds if the contractor is not licensed in good standing in California. A contractor or subcontractor is not eligible to receive grant funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
2. This agreement, and any future agreements between the Grantee and the Consultant, or any contractor or subcontractor shall require the Consultant, the contractor, and its subcontractors if any, to:

Maintain, if so required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity or any part of it.



**CITY COUNCIL
STAFF REPORT**

DATE: July 19, 2016
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager
SUBJECT: Engineering Services Contract with Ponticello Enterprises

RECOMMENDATION:

That the City Council review and approve the Consultant Services Agreement for City Engineering Services between the City of Winters and Ponticello Enterprises. At the June 21st City Council meeting, Council approved a five (5) year contractual agreement and authorized the City Manager to execute said agreement.

BACKGROUND:

Since 1999, the City of Winters has utilized the services of Ponticello Enterprises to serve as City Engineer for the City of Winters. Since the original contract, the agreements between the City and Ponticello have been renewed twice.

In January, the City Council authorized staff to issue a Request for Qualifications from engineering firms to perform the role of City Engineer as a means of satisfying Federal and State procurement guidelines as well as an evaluation/comparison to ensure quality of services being received.

DISCUSSION:

Staff conducted interviews with a total of five consulting engineering firms. While all of the firms proposed excellent personnel and brought impressive credentials, the institutional knowledge of Ponticello combined with the immense success achieved with the City over the year, guided the recommendation that the City enter into a new agreement with them.

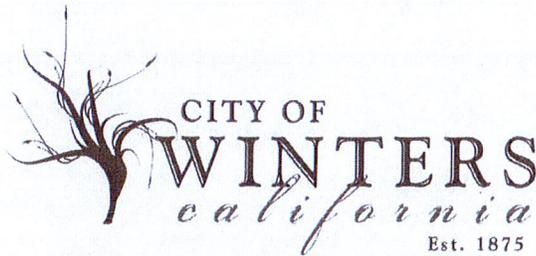
City Engineering Services Contract

Agenda Report- July 19, 2016

Page 2

State and Federal Guidelines now require that contracts be renewed every five (5) years to allow reimbursement of costs. The next contract solicitation will be in 2021.

FISCAL IMPACT: Engineering is a line item included in the budget and most costs are included on a Project by Project based in submitted Project Budget Sheets which are approved by the City Council.



**CONSULTANT SERVICES AGREEMENT
(City Engineering Services)**

THIS AGREEMENT is made at Winters, California, as of July __, 2016, by and between the City of Winters ("CITY") and Ponticello Enterprises Consulting Engineers, Inc. ("CONSULTANT"), who agree as follows:

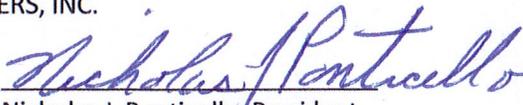
1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the City Engineering Services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibits A and B.
2. **TERM.** The Term of this Agreement shall expire on the fifth (5th) anniversary of the date of this Agreement as set forth above, unless extended in writing by mutual agreement of the parties hereto. This Agreement may be cancelled upon 30 days written notification by either party for its convenience, in accordance with the terms of Exhibit "D".
3. **PAYMENT.** CONSULTANT shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit C. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit A.
3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement, except as identified in Exhibit B.
4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

PONTICELLO ENTERPRISES CONSULTING
ENGINEERS, INC.

By: 
Nicholas J. Ponticello, President

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

EXHIBIT A

CITY ENGINEERING SCOPE OF SERVICES

DESCRIPTION OF SERVICE

Pursuant to this Agreement, Ponticello Enterprises Consulting Engineers, Inc. ("PE") shall provide on-call city engineering services. The consultant shall assign one individual as the City Engineer and primary contact, although additional consultant resources may be utilized to manage the services requested throughout the life of the contract. Direction for such services will come from the City Manager.

SCOPE OF SERVICES AND APPROACH

Assignment of a City Engineer/Engineer of Record

PE shall provide a licensed civil engineer to act as the City Engineer in responsible charge of providing engineering oversight of development, infrastructure, funding, and project implementation. Alan Mitchell will be designated as the City Engineer, and Engineer of Record, and will approve all engineering plans, maps and reports, supervise and be responsible for managing federal-aid projects in accordance with Caltrans Local Programs, and advise the City on ordinances, regulations, and financing options pertaining to engineering matters. PE will assist the City in developing working relationships with outside agencies and private utilities affecting the City, while reporting to the City Manager. PE will present information and recommendations to the City Council, as necessary, and respond to citizen complaints relating to engineering matters.

Engineering, Review and Professional Services for Planning Issues

PE will assist the City Manager and Planning Consultant in reviewing engineering aspects of planning applications, including reviewing tentative, parcel and/or final maps, infrastructure reports and master plans, all in accordance with the Subdivision Map Act of California, the General Plan, and local Master Plans and Ordinances. PE will assist in establishing and enforcing conditions of approval, subdivision agreements, and development agreements for Council approval.

Develop a Capital Improvement Program

PE will assist the City in establishing a multi-year Capital Improvement Program and annual budget. PE will assist in development of street, sewer, and storm water project scopes, cost estimates, funding, and staging. In addition, master plans, engineering reports, and discussions with other agencies, including Yolo County and the Winters Unified School District, will be used to determine what additional projects are necessary to meet the needs of the community. PE will compile the project lists into a multi-year CIP for review, and Council approval.

Research, Recommend and Manage Funding Programs

PE will assist the City, in conjunction with Yolo County Transportation Authority and Caltrans, in researching, recommending and managing internal and external funding for transportation project implementation. PE will review and assist in updating the City's Development Impact Fee Program (AB1600) and Major Projects Financing Plan to ensure development fees are adequately collected, tracked and expended.

Prepare and Submit Annual Capital Improvement and Maintenance Projects

PE will coordinate with other Departments, and outside agencies, to refine the annual list of projects, to make sure the project is needed in that year and the budget is available. The City Engineer and will submit the annual capital improvement and maintenance budget to the City Manager for Council approval. Once the annual project list is approved, the City Engineer will work with the City to identify resources to execute each project.

Prepare CEQA/NEPA Documents

PE will assist the City's Community Services Director or Planning Consultant when environmental assessment/documentation services are necessary for projects. PE will assist to determine the type of environmental document required, and identify the resource for completing the work.

Prepare Plans, Specifications, and Estimates

Upon request by the City, provide engineering design services for those projects for which Ponticello Enterprises has the qualifying engineer experience and staff resources. Ponticello Enterprises reserves the first right of refusal to perform such design services. First right of refusal is subject to the City determining that Ponticello Enterprises has the appropriate qualifications. A comprehensive scope, schedule and cost breakdown will be developed for each project, for City Council approval. PE will interact on a regular basis with project stakeholders, city staff, and other consultants, to ensure project objectives are met. Budgets will be tracked, and the need for adjustments will be brought to the City before work proceeds.

Manage Capital Projects

PE will assist the City in managing new projects developed as part of the annual capital improvement and maintenance program. PE will establish the implementation schedule, and determine what resources are necessary to provide environmental, architectural/engineering, or construction management services, and if outside assistance is necessary, assist the City in a qualifications based selection (QBS) process. The designated PE Project Manager will administer projects from "cradle to grave". PE will coordinate with other Departments during development and execution of their specific projects, to ensure their needs are met. PE will provide peer review and plan checking as necessary. PE will handle budgets, and prepare requests for additional funds if justified. PE will take a summary of the project, including final expenditures, to the City Council for final acceptance and recordation of the notice of completion.

Provide Development Oversight

PE will review and approve all improvement plans for development of residential, commercial or industrial projects. PE will assist the City in obtaining compliance with engineering standards and conditions of approval. PE will work with City staff, as needed, to update the subdivision ordinance and fee schedule as necessary, and assist in development, review, and updating of master planning documents. PE will assist the City in establishing and collecting plan check and inspection fees, and construction security bonds.

Recommend Regulations and Ordinances Pertaining to Engineering Matters

PE will work with City staff to identify what will be needed for establishing or updating the City's engineering and development regulations, fees and ordinances.

Review and Revise Standard Plans

Upon request by the City, PE will update the City's Design and Construction Standards. PE will utilize other agency standards plus city staff discussions to determine essential revisions to the standard plans.

Resident Engineer and Inspection Services

Upon request by the City, PE will provide resident engineering and/or inspection services for those projects for which Ponticello Enterprises has the qualifying engineer experience and staff resources. These services are subject to mutual agreement between the City and Ponticello Enterprises and the availability of PE staff resources. The City reserves the right to contract separately for these services.

General Operations and Maintenance Support

Upon request by the City, and as approved by the City Manager, PE will assist operations staff with condition assessment, problem-solving, and remediation of existing City infrastructure.

EXHIBIT B

FACILITIES AND EQUIPMENT

CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement, except as identified below.

City shall furnish conference space as may be reasonably necessary for Consultant's use while performing services on the City's premises. The location, quantity and time of furnishing of said physical facilities shall be in the sole discretion of the City.

EXHIBIT C

2016-17 HOURLY RATE SCHEDULE

<u>ENGINEERING</u>	<u>RATE</u>
Principal Professional Engineer	\$170.00
City/County Engineer	\$170.00
Senior Project Manager	\$160.00
Senior Civil Engineer/Project Manager	\$150.00
Associate Civil Engineer/Project Engineer	\$130.00
Assistant Project Manager	\$120.00
Assistant Engineer	\$110.00
Senior Construction Inspector	\$110.00
Construction Inspector	\$95.00
Senior Engineering Technician	\$120.00
Junior Engineer/Engineering Technician	\$100.00
Engineering Intern	\$50.00
 <u>ADMINISTRATION</u>	
Office Technician	\$65.00
Word Processor	\$60.00

REIMBURSABLE EXPENSES

- Vehicle Mileage is invoiced at \$0.58/mile
- Expenses and sub-consultants are invoiced at cost plus 10%
- A two- (2) hour minimum charge will be made for all field services. An eight- (8) hour minimum charge will be made for field services in excess of six (6) hours per day. A one- (1) hour minimum charge per day will be made for any office services.
- Vehicle mileage is charged for travel from the CONSULTANT's office.

The listed rates are for straight time. On certain classifications, overtime will be charged at 1.25 times the standard hourly rates. Sundays and holidays will be charged at 1.6 times the standard hourly rates.

Rate Schedule applicable through December 2017. Hourly rates may be adjusted to compensate for labor cost increases, employee benefits, and other increases due to inflationary trends upon thirty (30) days written notice to the City. Ponticello Enterprises reserves the right on all contracts which incorporate this fee schedule to adjust the hourly rates on January 1st of each year as noted above, without changing any contract expenditure limits or not-to-exceed values.

EXHIBIT D

GENERAL PROVISIONS

- (1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.
- (2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.
- (3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.
- (4) INSURANCE.
 - (a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.
 - (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.
 - (c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.
 - (d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the CITY'S City Clerk prior to the effective date of such cancellation, or change in coverage.
- (5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- (6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- (7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the

removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and commission as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information.

This agreement creates a non-exclusive and perpetual license for Consultant to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant pursuant to this Agreement. Consultant shall not be limited in any way in its use of such documents and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Consultant's sole risk and that Consultant shall indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any claims arising out of Consultant's use of such documents and data for any project or purpose not covered by this Agreement.

Any use or reuse by City of such documents on any project other than the projects covered under this Agreement without employing the services of Consultant shall be at City's own risk. If City uses or reuses the project management documents on any project other than projects covered under this Agreement, it shall remove the Consultant's name, title, or seal from the documents and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the use or reuse of the project management documents on such other project.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement.

City shall protect, indemnify, hold harmless and defend the CONSULTANT, its officers, directors, employees and subcontractors from any and all claims, fines, costs, demands, expenses (including but not limited to attorney fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suite judgments for damages of any nature whatsoever (hereinafter collectively referred to as "Claims") to the extent arising out of the breach of this Agreement in whole or in part by willful or fraudulent misconduct or negligent acts, by CITY, its employees, agents or consultants, or the agent, employee or consultant of anyone of them in the performance of their duties in the operations under this Agreement.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, provided that such duty to defend only applies to the extent that such claims, suits or actions are based on the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT. In such case where claims are alleged on the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design of both CONSULTANT, its agents, officers or employees and CITY, its agents, officers or employees, each party shall be responsible for its own defense.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.

(15) DISPUTE RESOLUTION All disputes between CITY and CONSULTANT shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation proceeds within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may commence unless the mediation does not occur within ninety (90) days after service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice.

In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Yolo or in the United States District Court for the Eastern District of California.

(END)



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager
SUBJECT: Winters Putah Creek Committee Appointments

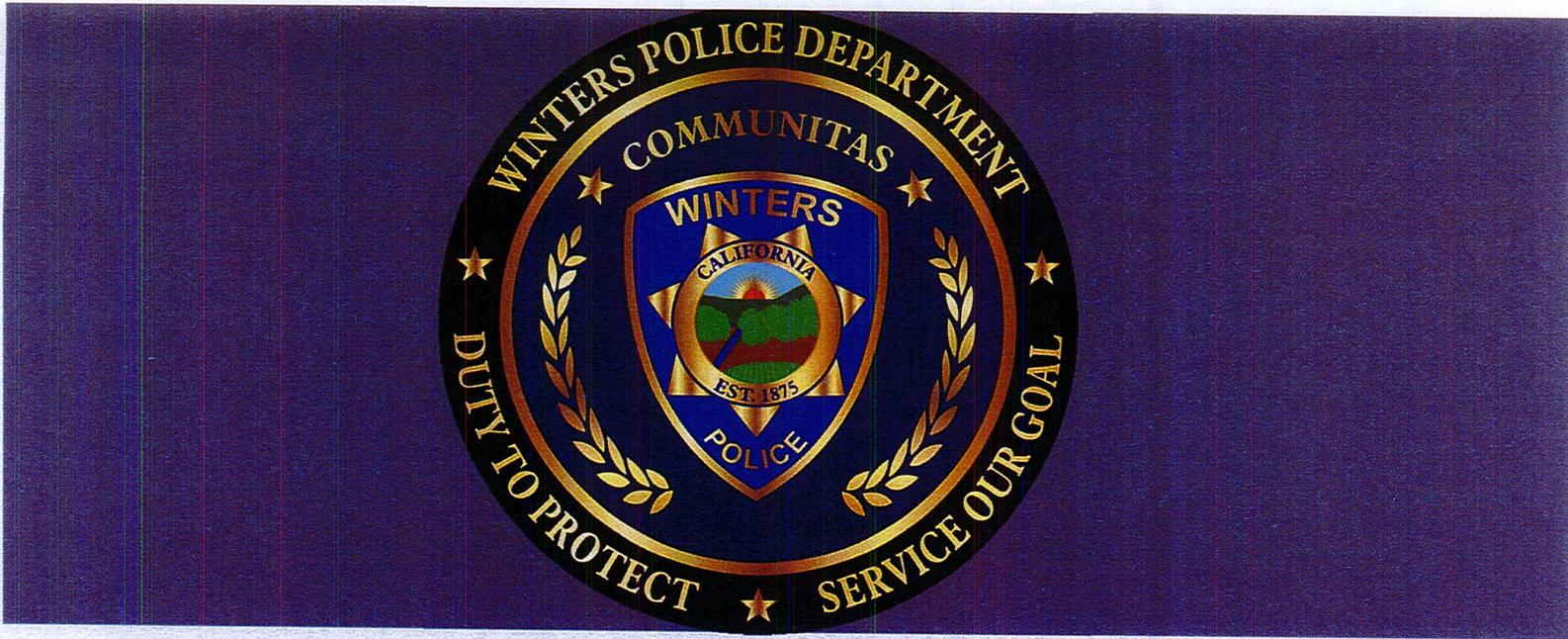
RECOMMENDATION: Staff recommends that new Council members designate appointees for the Winters Putah Creek Committee(WPCC).

BACKGROUND: The WPCC was formed in 2006 to provide public review and input regarding projects in the Winters Putah Creek Nature Park and make recommendations to the Council. Each Council member appoints a person to serve on the WPCC.

There are 3 new or re-appointments that need to be appointed with the recent Council elections, staff has worked with Councilmembers who need to make appointments to the WPCC and those selections are as follows upon:

Councilmember Anderson's appointee is Libby Earthman
Councilmembers Loren's appointee is Bianca Cox
Councilmembers Biasi appointee is Kurt Balasek

FISCAL IMPACT: None



Canine Program

Winters Police Department

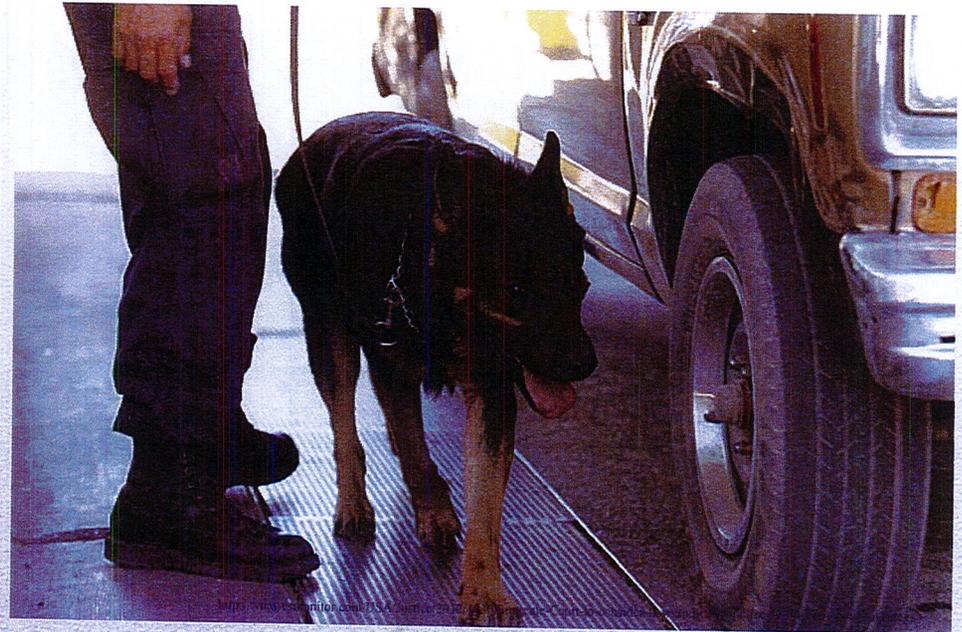
Introduction:

- A Canine Program in the City of Winters and The Winters Police Department not only brings a new officer on patrol but brings a community together.
- People respond well to a Patrol Dog and it shows that the City cares for its citizens by showing its effort in providing excellent service to the community.
- Creating a K-9 unit provides a greater level of security for the City of Winters.



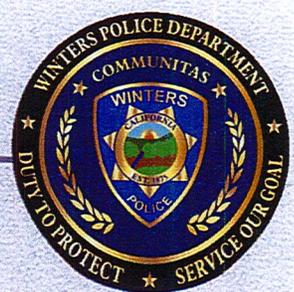
Force Multiplier:

- A K-9 unit is a force multiplier for officers, especially when there are only one or two Police Officers on at a time.
- K-9 units are instrumental in the apprehension of suspects who commit burglaries and other crimes.



Safety:

- The presence of a K-9 unit reduces the likelihood of officers and suspect injuries as suspects are more likely to submit to Police Officers when confronted.



Use of canine:

- Assist officers with the search for missing persons and wanted subjects.
- Searches of vehicles, large rural areas, and large buildings.
- Assist outside agencies with the above when requested/available.



By the Numbers

- 2014
 - Total Calls 9,665
 - 5,722 calls in which a canine could have assisted law enforcement.
- 2015
 - Total Calls 8,993
 - 5,280 calls in which a canine could have assisted law enforcement.



Cost

- Start a non- profit Winters Police Department Canine Association under an IRS 501 C 3 Tax exempt status so money can be directly donated from the community
- Private donations/ Fundraising events (Community members have shown interest in donating to start a canine program)
- Social media accounts dedicated to the support of the Canine Program
- City meetings and functions to support the Canine program
- Solicitation of business sponsorships
- Canine package donations from other outside agencies

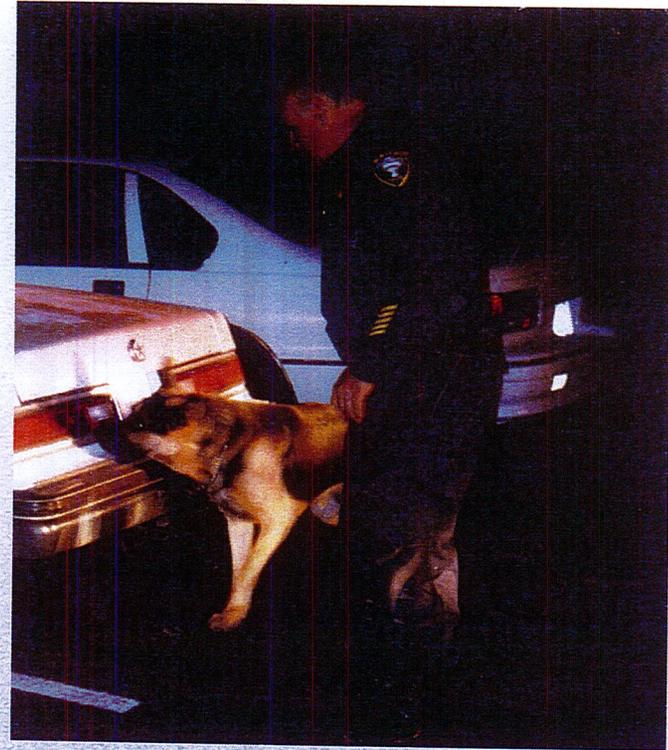


Questions:



Photo by Debra Ramos

In their first week back on the job since Officer Mari Alvarez broke her ankle while assisting the Davis Police Department with the Winters Police Department's Canine Unit, Alvarez and Arras arrested a subject in Winters.



- Officer Mari Alvarez and canine ARRAS 1995-1997
 - Officer Al Doreo and canine AIK 1999-2001
-



CITY COUNCIL STAFF REPORT

TO: Mayor and Council Members

FROM: Jenna Moser, Associate Planner
Dave Dowswell, Contract Planner

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

HEARING: July 19, 2016

SUBJECT: ***Introduction and First Reading of Ordinance 2016-09 - Fairfield Inn & Suites Rezone (Planned Development Overlay)***

BACKGROUND AND SUMMARY OF PROJECT

On June 28, 2016 the Winters Planning Commission unanimously recommended to the City Council approval of the Rezone (Planned Development Overlay) to permit the height of the proposed hotel to increase from a maximum of 30 feet in height, to 46 feet 6 inches in height.

Required approvals:

- Rezone (Planned Development Overlay) Parcel C to increase the height maximum from 30 to 46'6" feet for the Hotel.
- CEQA

CITY COUNCIL ACTION

The staff recommends that the City Council approve the project by taking the following actions:

- Receive the staff report, conduct the public hearing, and introduce Ordinance 2016-09, the Rezone (Planned Development Overlay) and schedule second reading and adoption for August 2, 2016
- Find the project consistent with the I-505/Grant Avenue Planning Area Land Use Modifications Project and the Mitigated Negative Declaration adopted for this project on April 25, 2012

LOCATION

Southeast corner of Matsumoto Lane and State Route 128 (Grant Avenue) in Winters California, 95694. APN: 038-050-057, 038-050-060 totaling 6.761 acres. See Attachment 1, Vicinity Map.

DETAILED PROJECT DESCRIPTION

The application is for Rezone (Planned Development Overlay). The Rezone (Planned Development Overlay) would permit the height of the hotel proposed on Parcel C to be increased from 30 to 46 feet 6 inches.

CEQA

In 2012 the City Council approved a General Plan Amendment and Rezoning for the I-505/Grant Avenue Planning Area Land Use Modifications Project, which included a traffic analysis for which the subject property is a part. Included with the approval was adoption of a Mitigated Negative Declaration. The proposed increase in height of the hotel does not impact the adopted Mitigation Negative Declaration.

PLANNED DEVELOPMENT OVERLAY ZONE

Adding a Planned Development (P-D) Overlay Zone to the Parcel C is needed to allow the maximum height of the proposed hotel to be increased from 30 feet to the proposed 46 feet 6 inches. In order to add a P-D overlay zone to an existing zone per Section 17.48.040 of the Zoning Code the minimum site area for a commercial lot needs to be one (1) acre. Parcel C is 2.48 acres. Adding a P-D overlay allowing the height of the hotel to be increased avoids having to increase the building footprint thereby covering more of the lot and preserves more land for landscaping, which reduces the amount of the heat reflection, impervious surface and runoff.

Section 17.48.060 of the Zoning Code requires that six (6) specific findings be made in order to approve adding a P-D overlay zone to an existing parcel.

RECOMMENDED FINDINGS FOR THE FAIRFIELD INN- PD OVERLAY

PD Overlay Findings:

The required findings are listed below:

- A. The development proposed on Parcel C of a Fairfield Inn (Hotel) is consistent with the general plan.
- B. The development of the proposed hotel except for the increase in height complies with all of the basic provisions in the Highway Service Commercial Zone. Allowing the deviation to the maximum height improves the project's overall design by

reducing the amount of lot coverage, which allows for an increase in landscaping and a reduction in impervious surface and water runoff.

- C. The proposed development is desirable to the public comfort and convenience because it will provide hotel rooms which will be available for visitors to Winters to stay.
- D. The requested development, which includes increasing the allowable height of the hotel, will not adversely impact the character of the neighborhood nor will it be detrimental to the public health safety or general welfare.
- E. There are adequate utilities, access roads, sanitation and other need facilities and services available for this development.
- F. The development will create a positive fiscal impact on the city to provide the necessary services through the payment of transit occupancy tax by guests staying at the facility.

RECOMMENDATION: Staff recommends introduction of Ordinance 2016-09, the PD Overlay by making an affirmative motion as follows:

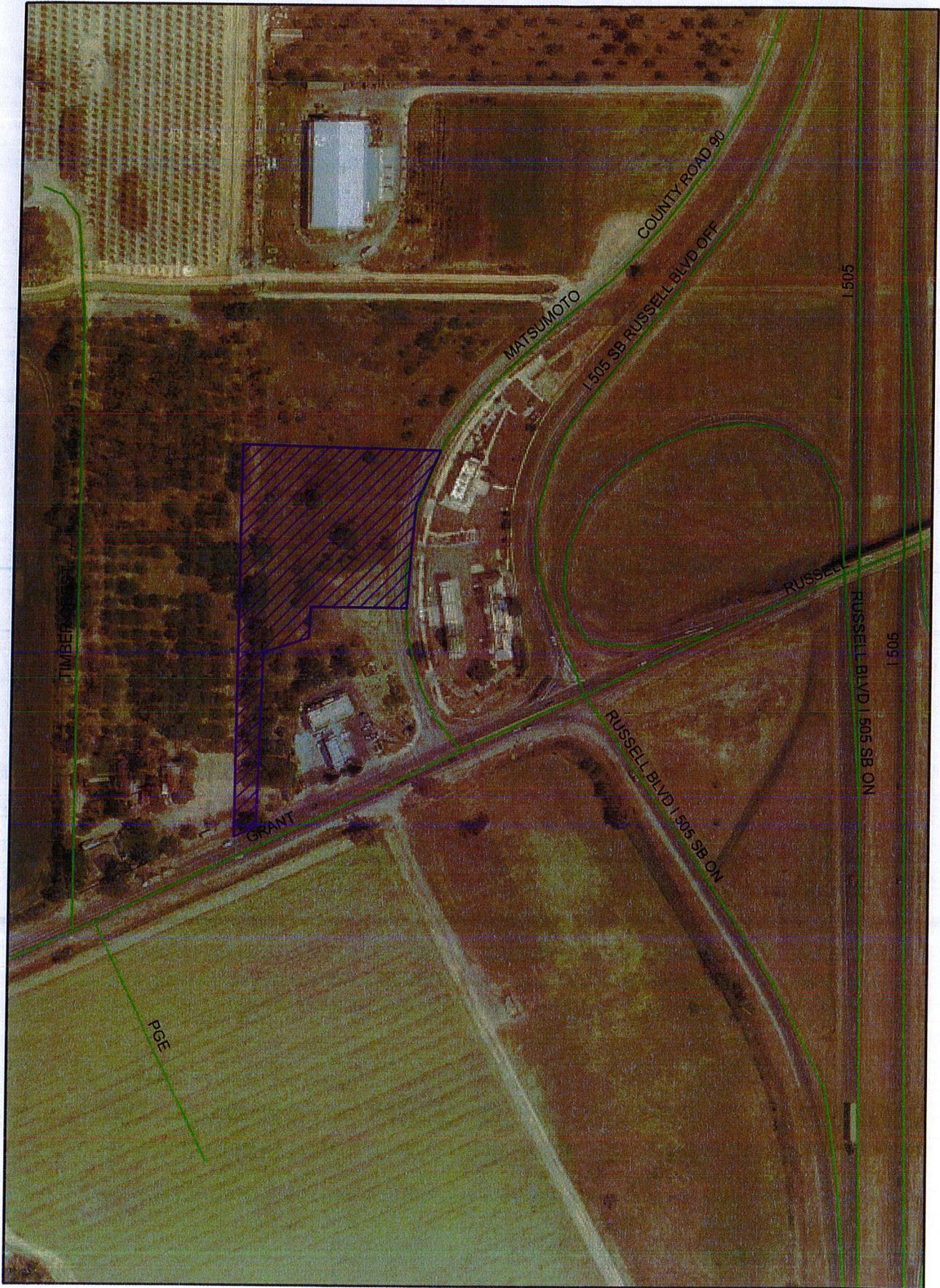
I MOVE THAT THE CITY OF WINTERS CITY COUNCIL INTRODUCE ORDINANCE 2016-09, THE PD OVERLAY FOR THE CONSTRUCTION OF THE FAIRFIELD INN & SUITES HOTEL AND SCHEULE SECOND READING AND ADOPTION FOR AUGUST 2, 2016 BASED ON THE IDENTIFIED FINDINGS OF FACT AND BY TAKING THE FOLLOWING ACTIONS:

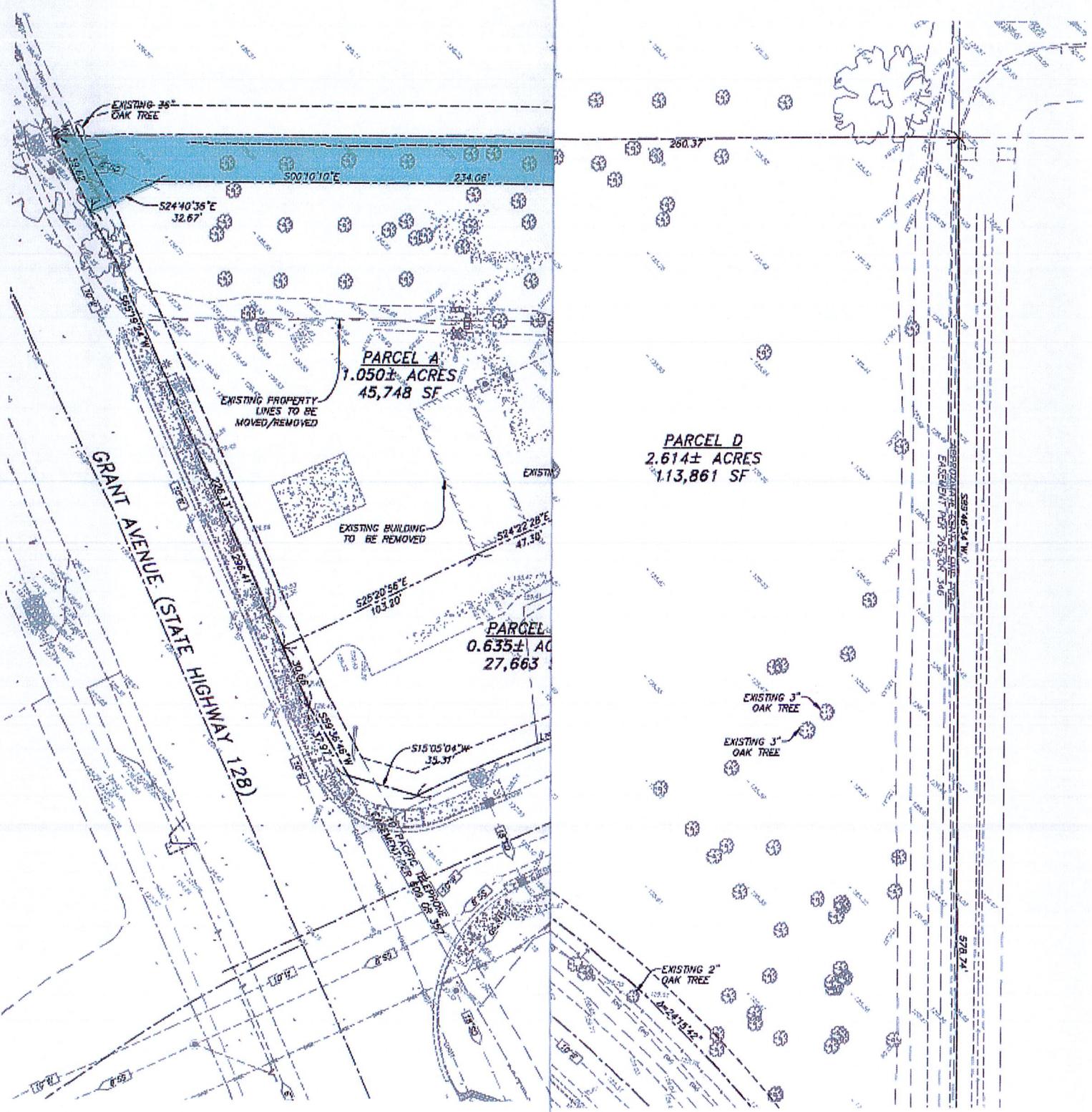
- Find the project consistent with the I-505/Grant Avenue Planning Area Land Use Modifications Project and the Mitigated Negative Declaration adopted for this project on April 25, 2012
- First Reading of Ordinance 2016-09, the Rezone (Planned Development Overlay)

ATTACHMENTS

1. Vicinity Map
2. Parcel C Rezone (Planned Development Overlay)
3. Ordinance 2016-09
4. Public Hearing Notice

PD Overlay Vicinity





**CITY COUNCIL
ORDINANCE NO. 2016-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
REZONING PARCEL C OF THE CHEVRON/STARBUCKS/FAIRFIELD INN PARCEL MAP
(APN 038-050-057 AND 038-050-060) BY ADDING A PLANNED DEVELOPMENT (PD)
OVERLAY ZONE**

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

1. Purpose. The purpose of this ordinance is to rezone Parcel C (Fairfield Inn) of the Chevron/Starbucks/Fairfield Inn parcel map.

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

3. Rezoning. The subject property is hereby rezoned as shown on Exhibit A, attached hereto and incorporated herein by this reference to accomplish the following:

- a) Rezone Parcel C of the Chevron/Starbucks/Fairfield Inn parcel map (APNs 038-050-057 and 038-050-060) by adding a PD Overlay Zone.

4. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

INTRODUCED at a regular meeting on 19th July 2016 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the 2nd day of August 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, City Clerk

Exhibits:

A – Rezoning Map



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Winters will conduct a Public Hearing by the City Council on Tuesday, July 19, 2016 at 6:30 p.m. at the City Council Chambers located on the first floor of City Hall at 318 First Street, Winters, California, 95694 to consider the following:

Rezone Parcel C (Portion of Assessor’s Parcel No. 038-050-060 in the vicinity of Grant Avenue and Matsumoto Lane) to include Planned Development (PD) Overlay Zoning to permit the height of proposed hotel to be increased from 30 to 46 feet 6 inches.

Planning Commission Action: On June 28, 2016 the Planning Commission voted unanimously to recommend approval of the proposed PD overlay zone to the City Council.

The purpose of the public hearing will be to provide citizens an opportunity to make their comments on the project known. If you are unable to attend the public hearing, you may direct written comments to the City of Winters, Community Development Department, 318 First Street, Winters, CA 95694 or to jenna.moser@cityofwinters.org

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in these hearings, please contact City Clerk Nanci Mills at (530) 795-4910, ext. 101. Please make your request as early as possible and at least one-full business day before the start of the hearing.

The City does not transcribe its hearings. If you wish to obtain a verbatim record of the proceedings, you must arrange for attendance by a court reporter or for some other means of recordation. Such arrangements will be at your sole expense.

Pursuant to Section 65009(B)(2) of the State Government Code, if you wish to challenge the action taken on this matter in court, the challenge may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Council prior to the public hearing.

Availability of Documents: Copies of the Staff Report can be viewed at the office of the Community Development Department, 318 First Street, City Hall and will also be available on the City’s website at http://www.cityofwinters.org/administrative/admin_boards.htm. Staff reports for the public hearing are generally available five (5) days prior to the hearing date. For more information regarding this project, please contact Jenna Moser at 530-794-6713.

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

COUNCIL MEMBERS
Cecilia Aguiar-Curry
Harold Anderson
Tom Stone

MAYOR
Michael Martin
MAYOR PRO TEM
Woody Fridae

CITY CLERK
Nanci Mills
TREASURER
Michael Sebastian

CITY MANAGER
John W. Donlevy, Jr.



TO: Honorable Mayor and Council Members
DATE: July 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: David Dowswell, Community Development Department 
SUBJECT: Various Zoning Text Amendments to Chapter 17.80, Signs, of the Winters Municipal Code

RECOMMENDED CITY COUNCIL ACTION

Waive the second reading and adopt Ordinance No. 2016-07 amending Chapter 17.80 (Signs) of the Winters Municipal Code (Zoning Ordinance).

BACKGROUND:

On July 5, 2016 the City Council voted unanimously to approve the ordinance updating certain provisions of the City’s Sign regulations in the Municipal Code (Zoning Ordinance).

DISCUSSION:

The proposed amendments to the sign regulations are designed to primarily address freeway information signs located along I-505 and those allowed in the two Downtown zoning districts (D-A and D-B). The proposed amendments also simplify the approval process by combining the Zoning Administrator authority with the Community Development Director’s authority and describe “abandoned signs”.

ATTACHMENTS

- A) Ordinance 2016-07, Sign Zoning Text Amendments

ORDINANCE NO. 2016-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING VARIOUS SECTIONS OF CHAPTER 17.80 (SIGNS OF
THE WINTERS MUNICIPAL CODE

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

1. Purpose. The purpose of this ordinance is to amend various sections of Chapter 17.80, Signs.
2. Authority. The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.
3. Amendment to Chapter 17.80. Chapter 17.80 of the Municipal Code is hereby amended to read as follows:

Chapter 17.80
SIGNS

Sections:

- [17.80.010](#) Purpose and intent.
- [17.80.020](#) General provisions.
- [17.80.030](#) Signs permitted in all districts.
- [17.80.035](#) Signs permitted in downtown business districts.
- [17.80.040](#) Signs permitted in highway service commercial district
- [17.80.045](#) Signs permitted in other commercial, office and industrial districts
- [17.80.050](#) Signs permitted in planned districts.
- [17.80.060](#) Signs permitted in all other districts.
- [17.80.070](#) Prohibited signs.
- 17.80.080 Abandoned signs
- [17.80.090](#) Administration.
- [17.80.100](#) Nonconforming signs.

17.80.010 Purpose and intent.

The purpose of this chapter is to create a comprehensive and balanced system of signs which allows adequate business identification and communication with a quality appearance. Signs authorized under this chapter should:

- A. Encourage a desirable urban character consistent with the general plan;
- B. Preserve and improve the appearance of the city as a place to live, work and visit;

- C. Eliminate confusing, distracting, or dangerous sign displays which interfere with vehicular traffic;
- D. Promote commerce;
- E. Provide for fair and equal treatment of sign users;
- F. Promote ease of sign regulation administration; and
- G. Provide for eventual elimination of pre-existing, nonconforming signs on a fair and equitable basis.

17.80.020 General provisions.

1. Lighting.

An illuminated sign may be permitted only if the lighting is subdued and does not create an adverse design circumstance, interfere with the reasonable enjoyment of surrounding properties, does not present a traffic or pedestrian hazard or otherwise present a public nuisance. Installation of any new sign illumination shall be subject to securing a sign permit.

2. Installation.

All signs shall be installed in a safe manner and in conformance with building codes and regulations. A building permit shall be obtained as necessary for any sign installation.

3. Design.

Signs should achieve general conformity with the Winters design guidelines or the Grant Avenue Design Guidelines, including design restrictions and/or themes specific to each designated design corridor.

4. Construction.

A wall or projecting sign may not exceed six (6) inches in thickness.

5. Definitions.

Unless otherwise stated in this chapter, all signs shall be as defined in Section 17.04.140.

17.80.030 Signs permitted in all districts.

The following signs do not require a sign permit, unless otherwise noted, and are not counted in the sign area of a business.

A. Special Event Temporary Signs.

- 1. Signs which advertise a specific community event such as a pancake breakfast, festival, parade). shall be authorized by the community development director. Signs shall not exceed thirty-two (32) square feet and be permitted for a period not exceeding thirty (30) days.

2. Signs which advertise non-community activities, (such as Christmas tree sales, pumpkin patch, carnival, religious assembly, or arts and crafts show) shall be regulated by the required temporary activity permit.

B. Memorial Signs or Tablets.

Memorial signs or tablets, names of buildings, and dates of building erection when cut into the surface of facade or a building.

C. Public Notices.

Official notices posted by public officers or employees in the performance of their duties.

D. Public and Quasi-Public Signs.

Signs required or specifically authorized for a public or quasi-public purpose which may be of any type, number, area, height, location, illumination, or animation authorized by the statute or regulatory ordinance under which the signs are erected. For signs not so authorized, a sign area not exceeding thirty-two (32) square feet and height of eight (8) feet shall be permitted per property.

E. Vending Machine Signs.

Signs on vending machines, gas pumps, ice containers, etc. not exceeding four (4) square feet per sign. A maximum of twelve (12) such signs are allowed per lot. The use shall include temporary advertising signs in such locations.

F. Single Property Real Estate Signs.

One (1) real estate sale/lease/rental sign on any lot provided such sign is located entirely within the property to which the sign applies does not exceed six (6) square feet in area, and is removed within seven days after the sale, rental or lease has been accomplished. May also include up to five (5) off-site open house "A-frame" signs, each of which may not exceed four (4) square feet and each of which can be placed not more than one (1) day per week.

G. Multi-lot Real Estate Signs.

Signs advertising the sale, lease or rent of developments may be allowed as shown below:

1. One (1) on-site sign advertising a multi-lot development of less than forty (40) acres, not exceeding thirty-two (32) square feet and eight (8) feet in height:
2. Up to four (4) on-site signs advertising a multi-lot development of forty (40) acres or more, not exceeding thirty-two (32) square feet per sign and eight (8) feet in height. Limit of one (1) such sign per street frontage.

H. Construction Signs.

One (1) sign per property not exceeding fifteen (15) square feet in area and six (6) feet in height identifying contractors, owners, designers, lenders, etc. for projects under construction on that property. The sign shall be removed within seven (7) days of completion of the particular construction aspect identified on the sign.

I. Flags.

The flags, emblems or insignias of any nation or political subdivision.

J. Symbols or Insignias.

Religious symbols, commemorative plaques of recognized historical agencies, or identification emblems of religious orders or historical agencies, provided that no such symbol, plaque, or identification emblem shall exceed four (4) square feet in area and that all such symbols, plaques and identification emblems shall be placed flat against a building.

K. Interior Signs.

Any sign visible only within the structure in which it is located.

L. House Numbers and Name Plates.

House numbers and name plates not exceeding three (3) square feet in area for each one-or two-family residential building and ten (10) square feet for multifamily, commercial, office and industrial uses.

M. Political and Campaign Signs.

Political or campaign signs on behalf of candidates for public office or measures on election ballots provided that said signs are subject to the following regulations:

1. The signs shall be removed within ten (10) days following the election.
2. In any residential zone no more than four (4) stationary signs are permitted on any one parcel of land. The signs shall not exceed a combined total of twenty (20) square feet in area and, if freestanding, shall not exceed six (6) feet in height.
3. In any commercial or industrial zone, political signs are permitted provided all such signs do not exceed an aggregate sign area of thirty (30) square feet.

N. Holiday Decorations.

Seasonal decorations not referring to businesses or goods.

O. Time and Temperature Signs.

Devices giving time, temperature and similar information but not having a business identification or information.

P. Window Signs.

One (1) sign per window not exceeding twenty-five (25) percent of the individual window area.

Q. On-Premise Directional or Institutional Signs.

Signs which provide direction or instruction and are located entirely on the property to which they pertain and do not advertise a business, exceed four (4) square feet in area, and which provide direction or instruction, such as parking lot entrance and exit location signs.

R. Off-Premise Directional Signs.

1. Off-premise signs which provide direction to general places, destinations, and collections of uses may be permitted by the planning commission, so long as the city bears no expense in placing or maintaining the signs. Examples of places appropriate for directional signs might include historic downtown, central business district, restaurants, subdivisions, churches, schools, parks, overnight lodging, and the civic center.
2. To the extent feasible, multiple directional signs shall be placed as a group in one supporting structure, rather than on individual supports.
3. The planning commission will exercise discretion as to height and dimensions of signs based upon the number of destinations being identified on one (1) sign. However, the signs should be no more than twenty (20) square feet and no more than twelve (12) feet in height. When there are several sites or destinations on one (1) sign, there should be only a single palette of colors. Off-premise directional signs should be inspected for maintenance not less than once each year. The community development director shall have authority to require the owners to maintain signs including repainting. If maintenance is not performed, city shall remove signs at owner's expense.
4. Written authorization to erect signs from real property owners shall be obtained prior to planning commission approval. The planning commission shall have authority to condition the use of directional signs including, but not limited to, the length of time such signs may be erected.
5. The planning commission shall not approve any off-premise directional signs in violation of state statutes.

17.80.035 Signs permitted in downtown districts.

Each sign in this Section shall comply with architectural and design standards in Section 17.58.070D.

A. Freestanding monument sign. One (1) freestanding identification sign per site may be permitted not exceeding twenty (20) square feet and six (6) feet in height on a site where all buildings are set back at least ten (10) feet from the street curb or street pavement edge on which the use fronts. Where the subject property exceeds one (1) acre in size, the maximum sign area may be increased to forty (40) square feet and ten (10) feet in height.

B. Wall sign. One (1) wall sign per building frontage. Maximum wall sign area is determined as follows, not exceeding one-hundred (100) square feet:

For buildings with only a single building frontage: one-quarter ($\frac{1}{4}$) square foot of sign area for each ground-level linear foot of building frontage.

For buildings with multiple building frontages: one-quarter ($\frac{1}{4}$) square foot of sign area for each linear foot of additional frontage. The basic sign area in a multitenant center/building may be reallocated between businesses by the center manager/building owner based on an overall sign plan for the center.

C. Marquee Sign. One (1) marquee sign per building occupant which does not exceed five (5) square feet and is located eight (8) feet or higher above the grade level below it. No sign may be placed upon the roof of a marquee.

D. Projecting Sign. One (1) projecting sign per building, not exceeding four-tenths (.4) square feet for every linear foot of main entrance facade frontage, not exceeding a maximum of six (6) square feet per side. A projecting sign shall be at least eight (8) feet above grade directly below the sign.

E. Multistory Building Directory Sign. One (1) directory wall sign for each primary building entry to identify occupants in a multistory building. The sign may not exceed five (5) square feet.

F. A-frame Sign. One (1) freestanding A-frame sign not exceeding four (4) square feet in area and three (3) feet in height shall be permitted in front of each business establishment subject to securing a sign permit from the community development department for the operator's safe placement of the sign along a sidewalk under the terms prescribed in this chapter. A-frame signs must be removed from the sidewalk and placed inside when the business is closed.

G. Awning Sign. One (1) awning sign per building/store frontage may be permitted subject to the following requirements:

1. Maximum height of lettering shall not exceed eight (8) inches in height.
2. Shall be located on the front face or any valance.
3. Shall not exceed fifteen (15) percent of the total awning area

4. May include a logo not exceeding fifteen (15) inches in height and not exceeding ten (10) percent of the total awning area.
5. Lettering shall be sewn, painted or self-adhered onto the awning.
6. Area of awning sign(s) shall not be applied to the allowable wall sign area.

H. Digital Signs. One (1) sign may be permitted not exceeding twenty (20) square feet in area with a static message that does not change more frequently than every eight (8) seconds, does not pulse or significantly change in luminosity, which is formed by the selective illumination of an array light emitting diodes (LEDs), or liquid crystal displays (LCDs) that can be changed electronically. These signs may display text and/or graphic images, and may be programmable.

17.80.040 Signs permitted in a highway service commercial district.

A. Freestanding oriented business sign. One (1) freestanding oriented business sign may be permitted per parcel of land subject to obtaining a use permit from the planning commission pursuant to Chapter 17.20 and subject to the following:

1. Located more than three hundred (300) feet from another freestanding sign.
2. Advertises only businesses located within the Highway Commercial Service zone.
3. Contains space for identification of at least four (4) businesses or centers directly served by the nearest off-ramp.
4. Where applicable, may be required to include either the name of the center or the City of Winters on the sign.
5. Area of each business sign shall be determined as part of the use permit. Subdivision of leasable sign space, other than as approved as part of the use permit, is not allowed.
6. Shall not exceed forty (40) feet in height. The planning commission may approve sign heights up to sixty-five (65) feet if supported by detailed line-of-sight study,
7. Businesses identified on a freestanding sign may have one (1) on-site freestanding sign not exceeding eight (8) feet in height.
8. Square footage of the sign for any business identified on a freestanding sign shall not be counted towards the business's allowable sign area.
9. Shall be designed to include architectural elements, colors and materials of the buildings and structures located on the same site or sites of the businesses identified on the sign.

B. Wall sign. One (1) wall sign per building frontage. Maximum wall sign area is determined as follows, not exceeding one-hundred (100) square feet:

For buildings with only a single building frontage: one-half ($\frac{1}{2}$) square foot for each ground-level linear foot of building frontage.

For buildings with multiple building frontages: one-half ($\frac{1}{2}$) square foot for each ground-level linear foot of primary building frontage and one-quarter ($\frac{1}{4}$) square foot of sign area for each linear foot of additional frontage. The basic sign area in a multitenant center/building may be reallocated between businesses by the center manager/building owner based on an overall sign plan for the center.

C. Marquee Sign. One (1) marquee sign per building occupant which does not exceed five (5) square feet and is located eight (8) feet or higher above the grade level below it. No sign may be placed upon the roof of a marquee.

D. Projecting Sign. One (1) projecting sign per building not exceeding four-tenths (4) square feet for every linear foot of main entrance facade frontage, not exceeding a maximum of twenty (20) square feet. A projecting sign shall be at least eight (8) feet above grade directly below the sign.

E. Multistory Building Directory Sign. One (1) directory wall sign for each primary building entry to identify occupants in a multistory building. The sign may not exceed five (5) square feet.

F. A-frame Sign. One (1) freestanding A-frame sign not exceeding four (4) square feet in area and three (3) feet in height shall be permitted in front of each business establishment subject to securing a sign permit from the community development department for the operator's safe placement of the sign along a sidewalk under the terms prescribed in this chapter. A-frame signs must be removed from the sidewalk and placed inside when the business is closed.

G. Awning Sign. One (1) awning sign per building/store frontage may be permitted subject to the following requirements:

1. Maximum height of lettering shall not exceed eight (8) inches in height
2. Shall be located on the front face or any valance.
3. Shall not exceed twenty (20) percent of the total awning area
4. May include a logo not exceeding fifteen (15) inches in height and not exceeding ten (10) percent of the total awning area.
5. Lettering shall be sewn, painted or self-adhered onto the awning.
6. Area of awning sign(s) shall not be applied to the allowable wall sign area.

H. Digital Signs. One (1) sign may be permitted not exceeding twenty (20) square feet in area with a static message that does not change more frequently than every eight (8) seconds, does not pulse or significantly change in luminosity, which is formed by the selective illumination of an array light emitting diodes (LEDs), or liquid crystal displays (LCDs) that can be changed electronically. These signs may display text and/or graphic images, and may be programmable.

17.80.045 Signs permitted in commercial, office and industrial districts.

A. Freestanding sign. One (1) freestanding identification sign per site allowing one-quarter ($\frac{1}{4}$) foot of sign area per foot of lot frontage on which the sign is to be located, not exceeding twenty (20) square feet in area nor six (6) feet in height on a site where all buildings are set back at least ten (10) feet from the street curb or street pavement edge on which the use fronts. Where the subject property exceeds one (1) acre in size, the maximum sign area may be increased to forty (40) square feet and ten (10) feet in height.

B. Wall sign. One (1) wall sign per building frontage. Maximum wall sign area is determined as follows, not exceeding one-hundred (100) square feet:

For buildings with only a single building frontage: one-half ($\frac{1}{2}$) square foot of sign area for each ground-level linear foot of building frontage.

For buildings with multiple building frontages: one-half ($\frac{1}{2}$) square foot of sign area for each ground-level linear foot of primary building frontage and one-quarter ($\frac{1}{4}$) square foot of sign area for each linear foot of additional frontage. The basic sign area in a multitenant center may be reallocated between businesses by the center manager based on an overall sign plan for the center.

C. Marquee Sign. One (1) marquee sign per building occupant which does not exceed five (5) square feet in area or is located lower than seven (7) feet, six (6) inches above the grade level below it. No sign may be placed upon the roof of a marquee.

D. Projecting Sign. One (1) projecting sign per building, not exceeding four-tenths (.4) square feet for every linear foot of main entrance facade frontage, not exceeding a maximum of twenty (20) square feet. A projecting sign shall be at least eight (8) feet above grade directly below the sign.

E. Multistory Building Directory Sign. One (1) directory wall sign for each primary building entry to identify occupants in a multistory building. The sign may not exceed five (5) square feet in area.

F. A-frame Sign. One (1) freestanding A-frame sign not exceeding four (4) square feet in area and three (3) feet in height shall be permitted in front of each business establishment subject to securing a sign permit from the community development department for the operator's safe placement of the sign along a sidewalk under the terms prescribed in this chapter. A-frame signs shall be removed from the sidewalk and placed inside when the business is closed.

G. Awning Sign. One (1) awning sign per building/store frontage may be permitted subject to the following requirements:

1. Maximum height of lettering shall not exceed fourteen (14) inches in height.
2. Shall be located on the front face or any valance.
3. Shall not exceed twenty (20) percent of the total awning area
4. May include a logo not exceeding twenty (20) inches in height and not exceeding ten (10) percent of the total awning area.
5. Lettering shall be sewn, painted or self-adhered onto the awning.
6. Area of awning sign(s) shall not be applied to the allowable wall sign area.

H. Digital Signs. One (1) sign may be permitted to exceeding twenty (20) square feet in area with a static message that does not change more frequently than every eight (8) seconds, does not pulse or significantly change in luminosity, which is formed by the selective illumination of an array light emitting diodes (LEDs), or liquid crystal displays (LCDs) that can be changed electronically. These signs may display text and/or graphic images, and may be programmable.

17.80.050 Signs permitted in planned districts.

Each sign in a planned district shall comply with regulations in this Section applicable to each use permitted by the planned district development plan.

17.80.060 Signs permitted in all other districts.

A. Freestanding Signs. One (1) freestanding identification sign not exceeding sixteen (16) square feet in area nor a height of five (5) feet if all on-site building are set back at least twenty (20) feet from the street curb or street pavement edge on which the use fronts.

B. Wall Signs. One (1) wall sign per occupant not exceeding sixteen (16) square feet in area for each building frontage on the site.

C. Residential Use. No freestanding or wall signs other than as prescribed elsewhere in this chapter may be permitted for any residential uses of property.

17.80.070 Prohibited signs.

Unless otherwise authorized by this chapter, it is unlawful to erect, reconstruct, alter, maintain, or place; and no permit shall be issued for the following types of signs:

A. Off-Premise Signs Advertising a Specific Location, Business, Product, Use.

1. No new off-premise signs shall be allowed which advertise a specific business, product, use, etc., except as permitted herein for freeway information signs.

2. Existing off-premise signs advertising specific businesses, products, uses, etc. shall be allowed to remain, pursuant to the nonconforming sign criteria of this section.

B. Roof Signs.

Signs attached to the roof of a building or projecting over the roof or parapet of a building.

C. Wind Activated and Balloon Signs.

Including pennants, streamers, bunting, banners, including freestanding vertical banners/flags, balloons or inflatable signs or figures, kites and similar devices designed to attract attention, except as authorized for a special event temporary sign.

D. Flashing, Moving or Animated Signs.

Includes any sign that uses movement, whether electrically or wind driven (except clocks, thermometers and traditional-type barber poles that rotate) to depict action or motion. Does not include digital signs with static copy.

E. Exposed Bulb Signs.

Any signs with exposed fluorescent tubes or incandescent bulbs or LED lights (not including neon).

F. Damaged Signs.

Any sign with cracked or broken panels, peeling paint, missing letters, or other signs of poor maintenance shall be repaired within sixty (60) days.

Any sign which has been more than fifty (50) percent damaged or destroyed by any cause, and the damage or destruction is other than facial copy replacement, and the display is not repaired within thirty (30) days of the date of its damage or destruction, shall be removed.

G. Unauthorized Signs.

No sign may be placed on a private property without the permission of the owners of the property.

H. Nonconforming Signs.

See Section [17.80.100](#).

I. Hazardous Signs.

No sign may be erected in such a manner as to interfere with, obstruct, confuse or mislead traffic or create a pedestrian or vehicular safety hazard. A-frame signs permitted under Section [17.80.040\(F\)](#) may only be placed on a sidewalk where there is minimum width of four (4) feet for both pedestrians, including persons in wheelchairs, and vehicle overhang from the street.

J Signs Near Street Intersections.

No freestanding advertising sign may be erected at a street intersection within a triangular area formed by the street curb lines and their projection and a line connecting them at points forty (40) feet from the intersection of the projected curb lines. In cases where curbs do not exist, the edge of street pavement shall be used for measuring purposes.

K. Mobile Signs.

No sign may be placed upon a vehicle or trailer which is parked for the purpose of advertising to the passing public, except a sign painted directly on or magnetically affixed to or permanently affixed to the body or other integral part of the vehicle. The primary use of the vehicle shall be in the operation of the business and not in advertising or identifying the business premises. The vehicle shall not be parked for the sole purpose of advertising.

L. Signs on Public Property

No sign may be placed on a public property, which includes telephone poles, light standards, stop signs, or other structures located within the public right-of-way, unless otherwise permitted in this chapter.

17.80.080 Abandoned Signs

Any signage, sign face, or sign structure which ceases, for a period in excess of ninety (90) days, to advertise a bona fide business, product, service, or entity presently in operation shall be entirely removed by the owner of said signage, sign face, or sign structure or by the owner of the property upon which signage is located, and shall not be reestablished or reconstructed or replaced without being subject to the provisions of this chapter.

17.80.090 Administration.

A. Sign Permit Required.

No person may erect, enlarge, or maintain a sign or modify the design or location of any existing sign without the issuance of a sign permit, unless the sign is exempt under Section [17.80.030](#).

B. Application.

An applicant for a sign permit shall submit a completed application form, processing fee (as applicable), and plan as required by the community development director.

C. Reviewing Body.

Signs shall be reviewed according to the following Table 7:

TABLE 7 SIGN REVIEW

Planning Commission Action	Community Development Director Action	No Sign Permit Required
Freeway Oriented Business Sign	Illuminated Sign, Special Event Temporary Signs	Permitted Signs (per Section 17.80.030 , unless otherwise noted)
Off-Premise Directional Sign	Multi-lot Real Estate or Master Directional Signs	
Any Freestanding , Wall or Marquee Sign Downtown Zones Any Freestanding Signs in Commercial, Office or Industrial Zones Digital Signs	Any Wall or Marquee Sign in a Commercial, Office or Industrial Zone Signs in all other Zones (per Section 17.80.060). A-frame Sidewalk Sign	
All Projecting Signs		
Any Sign Variance		

D. Findings Required.

The reviewing body or person may approve a sign permit (where required) only when it finds that all the following conditions exist:

1. The sign conforms to city ordinance requirements;
2. The design conforms to the Winters design guidelines or the Grant Avenue Design Guidelines;
3. The design is compatible with the character and design of the exterior architecture of the building(s) on the property where the sign is to be located;
4. The sign will not create a visual or safety hazard; and
5. The sign location will not impair use of the subject property, adjacent property or public right-of-way.

E. Variance.

A variance from the regulations set forth in this chapter may be granted under the procedure set forth in Chapter [17.24](#).

17.80.100 Nonconforming Signs.

A. No sign which is made nonconforming by the provisions of this title may be modified in any manner which is inconsistent with this chapter, except by the replacement of sign faces within existing sign frames or by minor maintenance activities required to repair or prevent damage to signs.

B. Nonconforming signs damaged or modified more than fifty (50) percent of their replacement value, including major repairs or structural modifications, shall be brought into full compliance with this title.

4. **Severability.** If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

5. **Effective Date and Notice.** This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Cecilia Aguiar-Curry, Mayor

Nanci G. Mills, City Clerk



TO: Honorable Mayor and Council Members
DATE: July 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: David Dowswell, Community Development Department 
SUBJECT: Various Zoning Text Amendments to Chapter 8.20, Noise Control, and Chapter 17.68, Performance Standards, of the Winters Municipal Code

RECOMMENDED CITY COUNCIL ACTION

Waive the second reading and adopt Ordinance No. 2016-08 amending Chapter 8.20 (Noise Control) and Chapter 17.68 (Performance Standards) of the Winters Municipal Code.

BACKGROUND:

On July 5, 2016 the City Council voted unanimously to approve the ordinance updating certain provisions of the City's Noise Control and Performance Standards regulations in the Municipal Code.

DISCUSSION:

The proposed amendments simplify the City's existing noise regulations and mirror ordinances from many other cities. The revised ordinance is not intended to be all encompassing, but rather designed to address the most common sources of noise complaints. The allowable daytime noise levels in parks and recreation/public quasi-public and residential zones have been slightly increased to be more consistent with what is allowed by other cities while still complying with the General Plan. The exterior noise level standards in Chapter 17.68 Performance Standards are being amended to be consistent with the allowable levels in the Noise Control Ordinance.

ATTACHMENTS

- A) Ordinance 2016-08, Noise Control and Performance Standards Text Amendments

CITY COUNCIL

ORDINANCE NO. 2016-08

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING VARIOUS SECTIONS OF CHAPTER 8.20 (NOISE CONTROL) AND AMENDING
CHAPTER 17.68 (PERFORMANCE STANDARDS) OF THE WINTERS MUNICIPAL CODE**

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

1. Purpose. The purpose of this ordinance is to amend various sections of Chapter 8.20 Noise Control and Chapter 17.68 Performance Standards which regulate noise.

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

3. Amendment to Chapter 8.20. Chapter 8.20 of the Municipal Code is hereby amended to read as follows:

**Chapter 8.20
NOISE CONTROL**

Sections:

- [8.20.010](#) Declaration of policy.
- [8.20.020](#) Definitions.
- [8.20.030](#) Authority .
- [8.20.040](#) General noise regulations and factors.
- [8.20.050](#) Noise measurement procedure.
- [8.20.060](#) Noise limits.
- [8.20.070](#) Prohibited actions.
- [8.20.080](#) Motor vehicle noise limits.
- [8.20.090](#) Exemptions.
- [8.20.100](#) Variance procedure.
- [8.20.110](#) Regulations not exclusive.
- [8.20.120](#) Enforcement.

8.20.010 Declaration of policy.

In order to control unnecessary, excessive and annoying noise and vibration in the city, it is declared to be the policy of the city to prohibit such noise and vibration generated from or by all sources as specified in this chapter. It shall be the policy of the city to maintain quiet in those areas which exhibit low noise levels and to implement programs aimed at reducing noise in those areas within the city where noise levels are above acceptable values.

It is determined that certain noise levels and vibrations are detrimental to the public health, welfare and safety, and are contrary to public interest. The provisions of this chapter and the

remedies contained herein shall be cumulative and are not intended to replace any otherwise available remedies for public, private, or mixed nuisances, nor any other civil or criminal remedies otherwise available.

8.20.020 Definitions.

All terminology used in this chapter, not defined below, shall be in conformance with applicable publications of the American National Standards institute (ANSI) or its successor body.

“A-weighted sound level” means the sound level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A) or dBA.

“Agricultural operation” means the use of a parcel of real property for the cultivation, planting, growing and harvesting of crops grown on the parcel and the feeding, pasturing and maintenance of livestock and poultry raised on the parcel. The term “agricultural operation” shall not include the use of a parcel of real property for processing farm crops, livestock, and poultry not grown or raised on the parcel.

“Ambient noise level” means the composite of noise from all sources near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location excluding any alleged offensive noise, at the location and approximate time at which a comparison with the alleged offensive noise is to be made.

“Decibel” means a unit for measuring the amplitude of a sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micro-pascals.

“Emergency work” means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

“Motor vehicle” includes any motor vehicle as defined in the California Motor Vehicle Code, as amended from time to time, including all on-highway type motor vehicles subject to registration under said Code, and all off-highway type motor vehicles subject to identification under said Code.

“Noise disturbance” means any sound which (1) endangers or injures the safety or health of human beings, or animals, or (2) annoys or disturbs reasonable persons of normal sensitivities; or (3) endangers or injures personal or real property; or (4) violates the factors set forth in Section [8.20.040](#). Compliance with the quantitative standards as listed herein shall constitute elimination of a noise disturbance.

“Noise source” means any device either fixed or mobile which creates sounds, including, but not limited to, residential, agricultural, industrial and commercial machinery and equipment, pumps, fans, compressors, air conditioners, refrigeration equipment, and sound amplifying vehicle..

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

“Public right-of-way” means any street, avenue, boulevard, highway, sidewalk or alley or similar place which is owned or controlled by a governmental entity.

“Public space” means any real property or structures thereon which are owned or controlled by a governmental entity.

“Real property boundary” means an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

“Sound amplifying equipment” means any machine or device for the amplification of the human voice, music, or any other sound, excluding standard automobile radios, tape decks, compact discs, mp3 players, etc., when used and heard only by the occupants of the vehicle in which radio, tape deck, compact disc, etc., is installed. “Sound amplifying equipment,” as used in this chapter, shall not include warning devices on any vehicle used only for traffic safety purposes.

“Sound amplifying vehicle” means any motor vehicle, or any other vehicle, regardless of motive power, whether in motion or stationary, having mounted thereon, or attached thereto, any sound amplifying equipment.

“Sound level meter” means an instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of sound levels, which meets or exceeds the requirements pertinent for type S2A meters in American National Standards Institute specifications for sound level meter, S1.4-1971, or the most recent revision thereof.

“Weekday” means any day, Monday through Friday, which is not a legal holiday.

8.20.030 Authority

The noise control program established by this chapter shall be administered by the office of the city manager or its duly appointed representative. The enforcing department shall be the Winters police department. All departments shall, consistent with their authorities under other ordinances administered by them, carry out their programs in such a manner as to further the policies stated in Section [8.20.010](#).

8.20.040 General noise regulations and factors.

Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful for any person to willfully or negligently make or continue, or cause to be made or continued, any loud, unnecessary, or unusual noise which disturbs the peace and quiet of any

neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area.

The factors which shall be considered in determining whether a violation of the provisions of this chapter exists shall include, but not be limited to, the following:

- A. The sound level of the objectionable noise;
- B. The sound level of the ambient noise;
- C. The proximity of the noise to residential
- D. The nature and zoning of the area within which the noise emanates, and the area affected by the noise;
- E. The time of day or night the noise occurs;
- F. Whether the noise is continuous, recurrent, or intermittent.

8.20.050 Noise measurement procedure.

Upon receipt of a complaint from a citizen, the enforcing department representative, equipped with sound level measurement equipment satisfying the requirements specified in [8.20.120.B](#), may investigate the complaint. Any investigation shall consist of a measurement and the gathering of data to adequately define the noise problem (as indicated in Section [8.20.020](#) "Sound level meter").

Utilizing the A-weighting scale of the sound level meter and the slow meter response the noise level shall be measured at a position or positions at any point on the receiver's property. In general, the measurements shall be made at a point at least four (4) feet from the wall, ceiling, or floor nearest the noise source, with doors and windows closed. Calibration of the measurement equipment, utilizing acoustic calibrator, shall be performed immediately prior to recording any noise data.

8.20.060 Noise limits.

- A. Maximum permissible sound levels by receiving land use.
 - 1. The noise limits for the various categories of land use identified by the enforcement department representative as presented in Table 7-1 shall, unless otherwise specifically indicated, apply to all such property within a designated zone. No person shall allow creation of any noise which exceeds the standards.
 - 2. If a measurement location is on a boundary between two different zones, the noise level applicable to the quieter noise zone, plus five (5) dBA shall apply.

B. Correction for character of sound. In the event the alleged offensive noise, as judged by the enforcement department representative, contains a steady, audible tone such as whine, screech, or hum, or is a repetitive noise such as hammering or riveting, or contains music or speech conveying informational content, the standard noise limits set forth in Table 7-1 shall be reduced by five (5) dBA.

**Table 7-1
NOISE LEVEL LIMITS**

Noise level in dBA not to be exceeded continuously during any five (5)-minute period of, if the noise level varies above and below the limit, for more than one time interval during any five (5)-minute period.

Type of zone	Daytime	Nighttime
	7 a.m. to 10 p.m.	10 p.m. to 7 a.m.
Rural Residential (R-R)/ Open Space (O-S)	50	40
Residential (R-1, R-2, R-3, R-4)	55	50
*Parks and recreation (P-R)	60	45
Commercial (C-1, C-2, D-A, D-B O-F, C-H,)	63	45
Manufacturing/industrial (M-1, M-2, B-P)	73	70

*Park and recreation noise limits are based on six (6) a.m. to ten (10) p.m. consistent with Chapter 12.12.

8.20.070 Prohibited actions.

A. Noise Disturbances Prohibited.

No person shall unnecessarily make, continue, or cause to be made or continued upon any public property, public right-of-way or private property, any noise disturbance.

B. Specific Prohibitions.

1. Music

Operating, playing or permitting the operation or playing of any radio, tape decks, compact disks, mp3 player, television, phonograph, musical instrument, or similar device which produces or reproduces sound in such a manner as to exceed the level as set forth for public space in

Table 7-1 ([Section 8.20.060](#)) measured at a distance of at least fifty (50) feet (fifteen (15) meters) from such device operating on a public right-of-way or public space;

2. Loudspeakers (Sound-Amplifying Equipment).

Using or operating for any purpose any loudspeaker system, or similar device between the hours of ten (10) p.m. and seven (7) a.m. such that the sound therefrom violates the provisions of Table 7-1 ([Section 8.20.060](#)) except for any noncommercial public speaking, public assembly or other activity for which a permit has been issued. Every user of sound-amplifying equipment shall obtain written approval from the city manager or his/her designee at least fifteen (15) days prior to the date the equipment will be used;

4. Animals.

No person shall keep or maintain, or permit the keeping of, upon any premises owned, occupied or controlled by such person, any animal or fowl otherwise permitted to be kept which violates Chapter 6.04;

3. Construction/Demolition.

Operating any power tools or equipment used in construction, drilling, repair, alteration, or demolition work, property maintenance between weekday and Saturday hours of seven (7) p.m. and seven (7) a.m. or at any time on Sundays, or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial property line. Domestic power tools or equipment may be operated to ten (10) p.m. provided the maximum noise level across the residential property line shall not exceed seventy (70) dBA;

4. Vibration.

Operating or permitting the operation of any device that creates a vibration which is above the vibration perception threshold of an individual at or beyond the real property boundary of the source if on private property or at one hundred fifty (150) feet (forty-six (46) meters) from the source if on a public space or public right-of-way;

5. Residential Air-Conditioning or Air-Handling Equipment.

Operating or permitting the operation of any air-conditioning or air-handling equipment in such a manner as to exceed by five (5) dBA the noise level limits in Table 7-1;

6. Places of Public Entertainment.

Operating or playing of any loudspeaker, musical instrument, or other source of sound in any place of public entertainment that exceeds ninety-five (95) dBA as read on the slow response of a sound level meter;

8.20.080 Motor vehicle noise limits.

A. Motor Vehicle.

No person shall operate or cause to be operated any motorized vehicle in such a manner that the sound levels emitted therefrom violate the provisions of Section [8.20.040](#). This section shall apply to all motorized vehicles, including, but not limited to, personal vehicles, commercial vehicles, motorcycles, go-carts.

B. Vehicle Repair and Testing.

Repairing, rebuilding, modifying, or testing any motor vehicle, motorboat, in such a manner as to create a noise disturbance across a residential real property boundary, or at any time to violate the provisions of Section [8.20.040](#).

8.20.090 Exemptions.

A. Outdoor Activities.

The provisions of this chapter shall not apply to occasional outdoor gatherings, public dances, shows, sporting and entertainment events, school bands, parades and carnivals, provided such events are conducted pursuant to a permit or license issued by the city, if required, relative to the staging of such events.

B. Existing Industrial/Commercial Operations.

1. Noise sources associated with existing food processing, agricultural packing, dairy or other industrial or commercial operations, provided that noise levels generated by such operations do not exceed current levels, and provided, further, that such operations do not exceed the noise level limits set out in Table 7-1 ([Section 8.20.060](#)).

2. Noise sources associated with agricultural operations provided such operations take place between the hours of six (6) a.m. and eight (8) p.m.

C. Air Conditioners and Similar Equipment.

1. Air conditioners, pool pumps and similar equipment provided they are in good working order.

D. Public Health and Safety Operations.

1. Work performed by city, city franchises, persons/companies under contract to the city for repairs or maintenance of roads, wells, sewers, trees, landscaping, street sweeping, garbage removal, and other similar activities.

E. Emergencies.

1. Equipment used in emergencies, such as emergency, or standby or backup generators; includes periodic testing.

8.20.100 Variance procedure.

The owner or operator of a noise source which violates any of the provisions of this chapter may file an application with the community development department for a variance from the provisions hereof as per Chapter 17.24 (Variances).

8.20.110 Regulations not exclusive.

It is the purpose of this chapter to provide maximum noise level limitations for otherwise lawful activities. Nothing contained in this chapter shall be deemed to authorize any otherwise prohibited activity nor to supersede otherwise existing noise limitations. In the event of a conflict between the standards contained in this chapter and any other provision of law, the more restrictive shall govern.

8.20.120 Enforcement.

A. Prima Facie Violation.

Any noise exceeding the noise level limits for a designated noise zone as specified in Section [8.20.040](#) and [8.20.060](#) or the prohibited actions as specified in Section [8.20.070](#) of this chapter, shall be deemed to be prima facie evidence of a violation of the provisions of this chapter.

B. Violations.

Upon the receipt of a complaint from any person, the enforcing department representative shall investigate and assess whether the alleged noise levels exceed the noise standards set forth in this chapter. If such officers have reason to believe that any provision(s) of this chapter has been violated, they shall cause verbal or written notice of violation to be served upon the alleged violators. Such notice shall specify the provision(s) of this chapter alleged to have been violated and the facts alleged to constitute a violation, including dBA readings noted and the time and place of their detection and shall include an order that corrective action be taken within a specified time. If corrective action is not taken within such specified time the City may take action to abate under the provisions in Chapter 19.04 (Code Enforcement Generally).

C. Additional Remedies.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle or machinery in violation of any provision of this chapter which operation or maintenance causes or creates sound levels or vibration exceeding the allowable limits as specified in this chapter shall be deemed and is declared to be a public nuisance and may be subject to abatement under the provisions in Chapter 19.08 (Nuisance Abatement).

4. Amendment to Chapter 17.68. Section 17.68.030 of the Municipal Code is hereby amended to read as follows:

17.68.030 General standards.

A. Noise Levels. (Refer to Chapter 8.20 for complete provisions.)

Noise shall be controlled so as not to exceed the noise level standards set forth below, and consistent with the general plan noise element:

EXTERIOR NOISE LEVEL STANDARD, dBA		
TYPE OF ZONE/LAND USE	DAYTIME 7 A.M. TO 10 P.M.	NIGHTTIME 10 P.M. TO 7 A.M.
Rural Residential/Open Space	50	40
Residential	55	50
Parks & Recreation/Public Quasi-Public	60	45
Commercial/Office	63	45
Industrial	73	70

NOTE: Each of the noise level standards specified above shall be reduced by five dBA for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises.

5. Severability. If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

6. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

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

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

ATTEST:

Cecilia Aguiar-Curry, Mayor

Nanci G. Mills, City Clerk



STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk
SUBJECT: Designation of Mayor/Mayor Pro Tempore

BACKGROUND: Ordinance 2004-04, which is attached, describes the normal process for designation of the positions of Mayor and Mayor Pro Tempore. The City Council may designate a Council Member by majority vote, at any time. The City's ordinance preserves that authority, but has a procedure for designation based on election results from the June 7, 2016 election and the 2014 election.

RECOMMENDATION: The normal procedure for designating the current Mayor Pro Tempore as Mayor is by motion, a second, and a vote. The same procedure is normally used to designate the Council Member receiving the most votes on June 7th as Mayor Pro Tempore by motion, a second, and a vote. A council member can of course decline to serve.

ORDINANCE NO. 2004-04
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING TITLE
2 OF CHAPTER 2.04 OF THE WINTERS MUNICIPAL CODE RELATING TO SELECTION
OF THE MAYOR AND MAYOR PRO-TEMPORE

The City Council of the City of Winters does ordain as follows:

SECTION 1. Purpose. The purpose of this ordinance is to: (1) make mandatory the current practice of designating as mayor, the person who served as mayor pro-tempore immediately prior to the meeting of the City Council held on the first Tuesday following any general municipal election at which council members are elected; and (2) to make other minor changes consistent with state law.

SECTION 2. Amendments. Title 2 of Chapter 2.04 of the Winters Municipal Code is hereby amended to read in its entirety as follows:

"TITLE 2. MAYOR AND MAYOR PRO-TEMPORE

CHAPTER 2.04.070 APPOINTMENT AND REMOVAL OF MAYOR

On the first Tuesday following any general municipal election at which council members are elected, the City Council shall meet and designate its presiding officer who shall have the title of mayor. The Council Member who served as mayor pro-tempore immediately prior to this meeting shall be designated as mayor. The mayor shall serve in this capacity at the pleasure of the City Council. Any Council Member may decline to serve as mayor.

Should the person who was selected as mayor pro-tempore no longer be a council member at the time of the above-referenced meeting, the remaining council members shall select one of their number as mayor by a majority vote.

- A. DUTIES OF MAYOR.** The mayor shall perform those duties required by law of which, consistent with the office, the mayor voluntarily assumes within the limitations of the law and the limitations imposed by the Council.

CHAPTER 2.04.080 MAYOR PRO-TEMPORE

At the same meeting at which the mayor is selected, the City Council shall also designate one of its members as mayor pro-tempore, who shall be that person who received the greatest number of votes in the most recent general municipal election at which council members are elected. The mayor pro-tempore shall perform the duties of the mayor during the mayor's absence or disability. The mayor pro-tempore shall serve in this capacity at the pleasure of the City Council." Any Council Member may decline to serve as mayor pro-tempore.

Effective Date and Notice: This ordinance shall take effect 30 days after its adoption, and within 15 days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

PASSED AND ADOPTED by the City Council of the City of Winters this 18th day of May, 2004 by the following roll-call vote:

AYES: Anderson, Chapman, Mayor Martinez

NOES: None

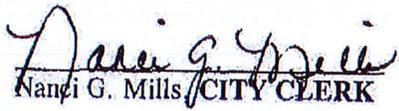
ABSENT: Stone

ABSTAIN: Fridae



Dan Martinez, MAYOR

ATTEST:



Nanci G. Mills CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 19, 2016
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
SUBJECT: Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference

RECOMMENDATION: That the Council designate a voting delegate and up to two alternates to vote at the Annual Business Meeting at the League of California Cities Annual Conference to be held in Long Beach, California from October 5th to October 7th, 2016.

BACKGROUND: An Annual Business Meeting is held as part of the League of California Cities Annual Conference each year to consider and take action on resolutions that establish League policy.

The League's bylaws require that the Council take action to designate the voting delegate and up to two voting delegate alternates. It is also required that the voting delegate be registered to attend the conference. Voting delegate alternates, if any, must also be registered if they plan to attend the conference.

FISCAL IMPACT:
None.



**CITY COUNCIL
STAFF REPORT**

DATE: July 19, 2016
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Valley Oak Playground Easement- PG&E Community Pipeline Safety Initiative

RECOMMENDATION:

That the City Council:

1. Approve Resolution No. 2016-30 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA RE-CONVEYING A PLAYGROUND EASEMENT TO CERTAIN REAL PROPERTY LOCATED ON VALLEY OAK DRIVE TO PACIFIC GAS & ELECTRIC COMPANY IN ADHERENCE TO THE COMMUNITY PIPELINE SAFETY INITIATIVE**
2. Authorize the re-conveyance and quitclaim of the Playground Easement as described and outlined in Attachment A.
3. Authorize the City Manager to execute and record the Quitclaim Deed.

BACKGROUND:

In 1996, the City received an easement for playground purposes on property owned by the Pacific Gas & Electric Company on the corner of Valley Oak Drive and Grant Ave. Under the easement, the City was allowed the "right to construct, maintain and use a recreation area, including but not limited to associated basketball courts, rollerblade courts and recreation facilities on the land". In 2003, the City along with volunteers installed a small "skate park" within the easement.

The underlying use of the land includes two significant natural gas distribution lines which supply a good portion of Northern California. The pipes are large and run through Valley Oak Drive and they represent key part of the PG&E gas system.

**Valley Oak Drive Playground Easement
PG&E Community Pipeline Safety Initiative
Agenda Report- July 19, 2016
Page 2**

In recent years, PG&E has implemented an aggressive program to maintain and protect their gas distribution system, including the establishment of their Community Pipeline Safety Initiative.

DISCUSSION:

As part of the Community Pipeline Safety Initiative (see attachment), PG&E is removing and prohibiting facilities and large vegetation (trees) on gas pipeline facilities. The program has involved an extensive survey of all pipeline facilities, including those in Winters.

An issue which has arisen is the fact that the skate park is constructed partially on one of the distribution lines which is in direct conflict with the safety program. Logistically and practically, it is something which needs to be removed.

Staff and representatives of PG&E have discussed the removal and it is the opinion of Staff that the skate park removal is warranted.

PG&E has offered to compensate the City \$100,000 as a mitigation for the removal. The City can use these funds to continue improvements at City Park for adolescent level recreation (futsal court) as well as skate amenities at Valley Oak Park.

Staff is recommending the re-conveyance of the easement through the quit claim.

FISCAL IMPACT:

PG&E will compensate the City \$100,000 for the removal of the skate park and the funds to be used for other recreation facilities in town.

RESOLUTION No. 2016-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS,
CALIFORNIA RE-CONVEYING A PLAYGROUND EASEMENT TO CERTAIN
REAL PROPERTY LOCATED ON VALLEY OAK DRIVE TO PACIFIC GAS &
ELECTRIC COMPANY IN ADHERENCE TO THE COMMUNITY PIPELINE
SAFETY INITIATIVE**

WHEREAS, in November, 1996, the Pacific Gas & Electric Company deeded a playground easement to certain real property owned by PG&E for the construction of playground equipment and facilities on and near the corner of Valley Oak Drive and Grant Ave within the City of Winters; and

WHEREAS, the City of Winters to date has used the property for the construction of skate facilities constructed in 2003; and

WHEREAS, the Pacific Gas & Electric Company is in the process of implementing their Community Pipeline Safety Initiative which provides for the maintenance and removal of all structures, vegetation and impediments to access to distribution lines and facilities;

WHEREAS, the current skate facilities are partially constructed on and adjacent to key gas distribution lines and facilities which could inhibit immediate access to maintenance and emergency response; and

WHEREAS, Pacific Gas & Electric, in order to advance the safety and access goals for the Community Pipeline Safety Initiative require a re-conveyance of the property which will result in the removal of the skate facilities and re-establishment of an open and accessible property; and

WHEREAS, Pacific Gas & Electric has proposed the payment of \$100,000 in remediation funds toward the replacement of playground facilities for adolescent off the current site; and

NOW, THEREFORE, the City Council of the City of Winters, California, does resolve, declare, determine and order as follows:

Section 1 The EASEMENT (Attachment A) granted and recorded on November 13, 1996 is hereby re-conveyed to the Pacific Gas & Electric Company; and

Section 2 The City Manager is authorized to file a Quitclaim Deed on behalf of the City of Winters allowing the re-conveyance of said easement to the Pacific Gas & Electric Company.

PASSED AND ADOPTED ON July 19, 2016.

AYES:

NOES: None
ABSTAIN: None
ABSENT: None

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, City Clerk

Recording Requested By, And When Recorded,
Please Mail This Instrument To:

City of Winters
318 First Street
Winters, CA 95694

Official document, exempt from recording fees
pursuant to Gov't Code §§ 6103 & 27383

No Document Transfer Tax
Per R&T Code § 11922

Assessor's Parcel Nos.:

DRAFT

- This Space For Recorder's Use Only -

QUITCLAIM DEED

With Covenants and Conditions

For valuable consideration, receipt of which is hereby acknowledged, CITY OF WINTERS, a California public agency, GRANTOR, hereby quitclaims to Pacific, Gas & Electric Company, all of Grantor's right, title, and interest in certain real property located in the City of Winters, County of Yolo, State of California, and which is more particularly described as follows:

See Exhibit "A" attached to and made a part of this Quitclaim Deed

This Quitclaim Deed ("Deed") is subject to the following covenants, conditions, and restrictions:

1. The re-conveyance of the Property Playground Easement under this quitclaim deed is subject to all interests of record and not of record that may affect the Property. Exhibit A to this quitclaim deed describes all known recorded documents that may relate to or affect Grantor's interests in the Property, but Grantor's search and identification of such documents is not exhaustive and is not intended to imply any warranties or guarantees in any way concerning the title or other matters involving the Property. Grantee acknowledges and agrees that it is taking the Property subject to all known or unknown interests and claims of interest whether or not known to or disclosed by Grantor, including but not limited to provisions contained in Exhibit "A".
2. Grantor re-conveys the previously granted playground easement in the property pursuant to the needs of Grantee in the implementation of their Community Pipeline Safety Initiative and as indicated in Resolution No. adopted July 19, 2016.
3. Upon recording of this quitclaim deed, Grantee shall have the exclusive right to construct, install, operate, maintain, repair, replace, and remove any and all facilities on the Property.
3. Upon recording of this quitclaim deed, the easement between Grantor and Grantee dated November 13th, 1996 and entitled "EASEMENT", shall no longer have any application to or force or effect on or as to the

Property. Grantor's and Grantee's rights as to the Property shall be governed solely by the covenants, conditions, and restrictions set forth in this quitclaim deed.

4. Each covenant in this quitclaim deed shall be deemed to touch and concern the land; and are intended to run with the land and to bind the successors and assigns of Grantor and Grantee.

Executed this ____ day of _____, 2016.

CITY OF WINTERS

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

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF YOLO }

On _____, 2016, before me, _____ personally appeared John W. Donlevy, Jr., 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 upon 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: _____

[Notary Seal]

EXHIBIT A

2000-2756 4 96 1
City of Winters Park - Line #400

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale

Signature of declarant or agent determining tax

EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called first party, hereby grants to the City of Winters, a public body of the State of California, hereinafter called second party, the right to construct, maintain and use a recreation area, including but not limited to associated basketball courts, rollerblade courts and recreation facilities hereinafter called "playground equipment", as approximately shown on Exhibit "A" attached hereto and made a part hereof, within the parcels of land, situate in the City of Winters, County of Yolo, State of California, and described as follows:

(SBE: 135-57-25 & 25A)

The two parcels of land described and designated Parcel I and Parcel II in the deed from Rueben Janz Investment Co. to Pacific Gas and Electric Company, dated October 19, 1960 and recorded in Book 619 of Official Records at page 362, Yolo County Records.

First party reserves the following:

(a) the right of ingress to and egress from first party's existing or future pipeline facilities by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to second party;

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush which in the opinion of first party may be a hazard to first party's existing or future facilities; first party agrees it shall provide reasonable notice to second party prior to removing any landscaping which, in the opinion of first party, interferes with its operations, except in emergency situations.

(c) the right to replace, maintain, and use its existing underground pipelines for conveying gas within said real property, and the further right to erect, install, replace, remove, maintain, and use, in, on, along, and across said parcels of land, such underground pipelines, for any and all purposes, and underground and overhead electric and communication lines, as it shall from time to time deem necessary in the conduct of its business.

Second party hereby covenants and agrees:

(a) not to fence said parcels of land without the prior written approval of first party, which approval shall not unreasonably be withheld;

(b) not to deposit, or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said parcels of land, or so near thereto as to constitute, in the opinion of first party, a hazard to first party's existing or future pipeline facilities;

(c) to construct and maintain said playground equipment within said parcels of land, so as not to reduce the ground cover of first party's existing or future pipeline facilities below a minimum of 36 inches;

(d) not to plant any trees or shrubs within ten feet of first party's existing pipeline facilities;

(e) not to erect or construct any building or other structure, or drill or operate any well, or construct any reservoir within said parcels of land;

(f) to the extent to which it is legally able to do so, second party shall indemnify first party, against and hold it harmless from any and all loss, damage and liability for damages, whether for damage to or loss of property, or injury to or death of person, which shall in any way arise out of or be connected with second party's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of first party;

(g) upon notice from first party, at second party's sole risk and expense, to remove or replace any playground equipment which may interfere with first party's installation, operation, repair or replacement of first party's existing or future pipeline facilities installed within said parcels of land. In the event second party fails to remove said playground equipment, first party may elect to remove said playground equipment, at second party's sole risk and expense;

(h) to submit to first party any proposed changes, additions or modifications to said playground equipment for review and approval of compatibility with first party's facilities and operations.

The foregoing grant is made subject to all liens and encumbrances which may affect said parcels of land and the word "grant" as used herein shall not be deemed to be a covenant against the existence of any thereof. Furthermore, in accordance with General Order No. 69-C of the Public Utilities Commission of the State of California, first party reserves the right to terminate the easement

herein granted whenever first party, in the interest of its service to the public, finds it necessary or desirable so to do.

Second party acknowledges first party's title in and to said parcels of land and agrees never to assail or resist said title.

The provisions hereof shall be personal to second party and shall not be assigned in whole or in part without the prior written consent of first party.

IN WITNESS WHEREOF first party has executed these presents this 13th day of November, 1996.

PACIFIC GAS AND ELECTRIC COMPANY

By Lu de Silva
Lu de Silva
Director, Land Rights and Resource Management

The undersigned hereby accepts the foregoing grant of easement subject to the terms and conditions set forth above.

CITY OF WINTERS

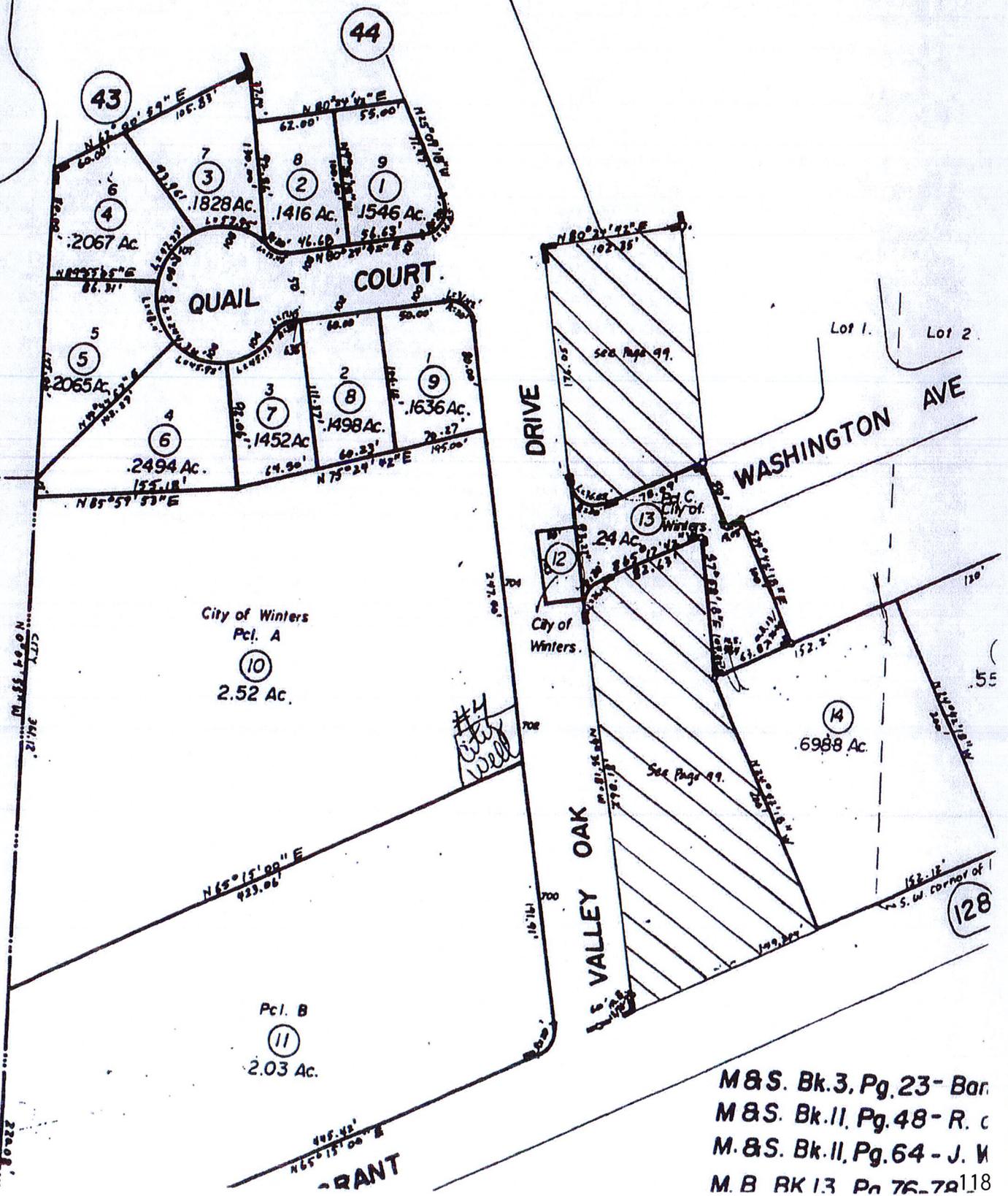
By Howard R. Anderson
its Mayor 1/29/97

By Merrell Watts
its City Manager 4-3-97

Dated _____

Northern Region
Sacramento Division
T 8 N, R 1 W, M.D.M.
Sec. 21, SW4
RE: LD# 2408-01-0416
Dwg. B-4670
Prepared: LRO
Checked: DCT

POR. T. 8 N., R. 1 W., M. D. B



M & S. Bk. 3, Pg. 23 - Bar
 M & S. Bk. 11, Pg. 48 - R. C
 M. & S. Bk. 11, Pg. 64 - J. W
 M. B. BK 13, Pg. 76-78 118

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On 11/13/96 before me, Melissa Brosnan, Notary Public
personally appeared Lu de Silva

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are

subscribed to the within instrument and acknowledged to me the he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Melissa Brosnan
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____
- _____
- _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

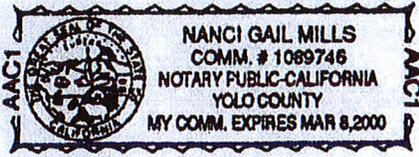
State of California

County of Yolo

On 1/29/97 before me, Nanci Gail Mills
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Harold B. Anderson
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Nanci Gail Mills
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

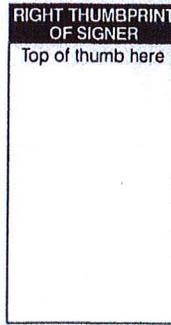
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Yolo

On 4/3/97 before me, Nanci Gail Mills
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Merrill Watts
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Nanci Gail Mills
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
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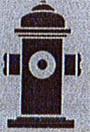
Community Pipeline Safety Initiative

December 2015

WHAT WE'RE DOING



Checking the area above the gas transmission pipeline for trees and structures that pose an emergency access or safety concern.



Helping to ensure immediate access for first responders and safety crews, and preventing potential damage to the pipe.



Working with our customers and communities where a safety risk has been identified to develop shared solutions.

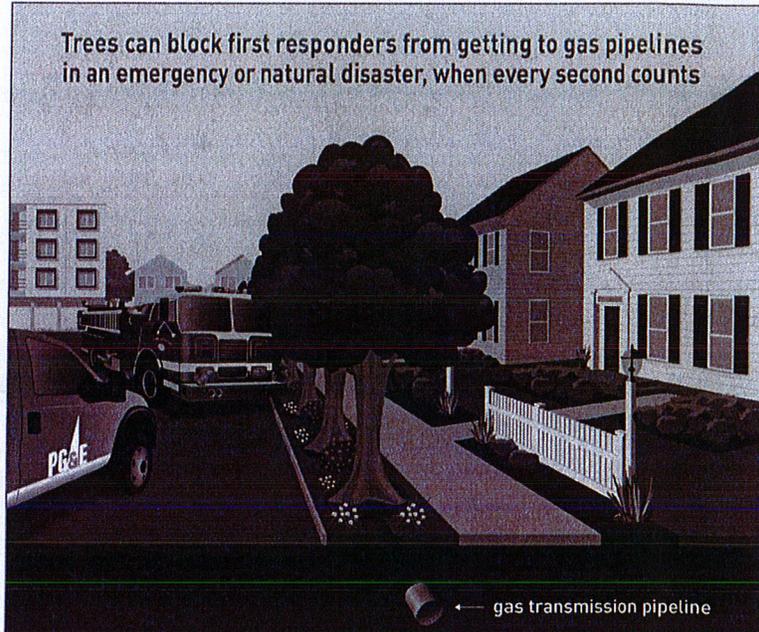


Planting new trees at a safe distance from the pipeline and restoring the area to preserve the natural beauty of our communities.

LEARN MORE

- If you have questions about this upcoming gas safety work, please contact Amit Pal at 1-707-423-2443 or by email at amit.pal@pge.com.
- For more information about PG&E's pipeline safety programs, please visit our website at pge.com/GasSafety.

Pacific Gas and Electric Company's (PG&E) top priority is the safety of our customers and communities. As part of this commitment to safety, we are checking the area above and around our natural gas transmission pipelines to help ensure emergency access for first responders and prevent damage to the pipe.



Emergency Access for First Responders

In an emergency or natural disasters, every second counts and items like structures, trees and bushes located too close to gas pipelines can threaten safety because they can block first responders and emergency response crews from getting to the pipeline. They can also prevent our crews from performing important safety and maintenance work.

Working Together

PG&E is working with customers and community leaders to share what we know about the safety risks and, together, develop plans that preserve the unique characters of our communities while protecting public safety. When a tree or structure needs to be replaced for safety reasons, we work together to replace the item at a safe distance from the pipeline and restore the area – all at PG&E's expense. Please note that we will not move forward with any work on private property without a mutual agreement in place.



Be Safe. Dig Safe. Damage from excavation is the most common cause of pipeline accidents. Before you begin any landscaping work, always call 811 at least two business days in advance. With one free call to 811, PG&E will send a crew that can mark our underground gas and electric facilities before you begin work, helping you plan a safe project.

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**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 19, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Dan Maguire, Economic Development and Housing Manager 
SUBJECT: Update on the Submittal of an Application to the State of California Strategic Growth Council for Grant Funds under the Affordable Housing Sustainable Communities Program for the establishment of a Flexible Bus Service Program

RECOMMENDATION:

Staff Recommends the City Council receive the staff update on the application for Affordable Housing Sustainable Communities Program (AHSC) grant funds.

BACKGROUND

The Strategic Growth Council's Affordable Housing and Sustainable Communities (AHSC) Program provides grants and affordable housing loans for compact transit-oriented development and related infrastructure and programs that reduce greenhouse gas ("GHG") emissions. These projects increase the accessibility of housing, employment centers, and key destinations via low-carbon transportation options (walking, biking, transit) resulting in fewer vehicle miles traveled (VMT) and mode shift.

SB 862, Statutes of 2014 established the AHSC Program, to be administered by the Council, "to reduce greenhouse gas emissions through projects that implement land use, housing, transportation, and agricultural land preservation practices to support infill and compact development..." The AHSC Program is funded by the Greenhouse Gas Reduction Fund (GGRF), which is an important part of the State's overall climate investment efforts to reduce greenhouse gas (GHG) emissions. Ultimately, these investments and other transformative drivers lay the foundation for the system-wide changes the State will need to achieve the long-term goals of Assembly Bill 32, as reflected in the Governor's Executive Order B-30-15 target of reducing greenhouse gas emissions 80 percent below 1990 levels by 2050.

Pursuant to SB 862, the Council is required to develop and administer the AHSC Program and to leverage the programmatic and administrative expertise of relevant state agencies and departments in implementing the program. The Council is responsible for the overall administration of the AHSC Program and retains the central authority for the governance of

this program. The Council and its members acting together have joint responsibility for the development of program design, program guidelines, selection criteria, and selection of projects and other administrative duties as defined by the Council. The Council will use the breadth of expertise in its multi-agency and member constituency to collaboratively discharge these responsibilities.

The Department of Housing and Community Development within the Business, Consumer Services, and Housing Agency implements the housing, transportation and infrastructure components of this program. The Strategic Growth Council staff will coordinate collaborative efforts with agency and department staff, working with the Council to develop program guidelines including grants and loans, evaluating applications, preparing agreements, monitoring agreement implementation, reporting and amendments.

The City and Domus Development, LLC submitted a full application to HCD for the AHSC Program funds.

STAFF ANALYSIS

The application to the State of California, Strategic Growth Council (SGC) and the Department of Housing and Community Development (HCD) applied for Affordable Housing and Sustainable Communities Program (AHSC) grant funds to assist with the delivery of a Flexible Transit program to provide transportation for local short commute trips.

The City of Winters is currently served by Yolobus, a joint powers authority public transit agency, which provides a single bus service route for long commute bus service to residents of Winters, to and from, adjoining cities in the region. Winters, however, does not have an internal bus service for short commute trips within the city limits. Residents are dependent to use a car for short trips around the City of Winters, which is approximately 3 square miles, is surrounded by farmland. To encourage further infill development, the City believes that implementing a flexible transit bus service, within the city limits, will incentivizes further infill development of under-utilized parcels as opposed to growth along the Yolobus 220 route. Furthermore, the addition of a flexible transit program will provide greater economic opportunity to businesses in the City of Winters, allowing residents to utilize a public transit service for routine trips throughout the city.

As a component to the Affordable Housing and Sustainable Communities grant application, Domus and the City of Winters is proposing a Sustainable Transportation Infrastructure project that would include the purchase of a Sprinter style bus to provide a flexible transit system within the City of Winters. The City will operate the system on a weekly schedule, providing a short-trip program for residents in the City who otherwise would not have the ability to get around town, or choose to utilize a public transit system for routine trips that otherwise would require the use of a car. The City has received feedback from members of the senior community in Winters who believe that this will assist many who are unable to drive and must utilize single trip services, such as taxis or private vehicles, to attend to daily activities.

At the July 5th, 2016 City Council meeting, members of the Winters Senior Foundation provided comments to the Council asking that the Council establish a committee to study the survey on bus transportation, tabulate the data, and provide reports to the Council on bus service for the community.

FISCAL IMPACT:

Resolution 2016-18 authorized staff and Domus Development, LLC, to apply for a grant in the amount of Five Hundred and Sixty Thousand Dollars (\$560,000). The grant application was submitted by the June 20, 2016 application deadline, with the grant awards expected to be announced in mid-September of 2016.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE: July 5, 2016

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

FROM: Nanci G. Mills, Director of Administrative Services/City Clerk

A handwritten signature in blue ink that reads "Nanci".

SUBJECT: Councilmember Liaison Assignments

RECOMMENDATION: Council Members review the current liaison assignments and make changes as necessary.

BACKGROUND: The June 7, 2016 election brought about a change to the Council. In light of these changes, it is necessary to periodically update the liaison assignments.

FISCAL IMPACT: None

City of Winters
City Council Liaison Assignments
July 2016

<u>Committee</u>	<u>Primary</u>	<u>Alternate</u>
Chamber of Commerce	Bill Biasi	Pierre Neu
City/County 2x2	Pierre Neu and Jesse Loren	
City/WJUSD 2x2	Bill Biasi and Harold Anderson	
Design Review Committee	Bill Biasi and Pierre Neu	
Economic Development	TBA	
Hispanic Advisory	Jesse Loren	
League of CA Cities	Jesse Loren	Cecilia Curry
LAFCO	Cecilia Aguiar-Curry	Harold
Lower Putah Creek	Harold Anderson	Bill Biasi
New Hope	Cecilia Aguiar-Curry	Pierre Neu
Oversite Board	Harold	None
Parking Committee	Bill Biasi and Pierre Neu	
Planning Liaison	Bill Biasi	Pierre Neu
Planning Select Committee	Pierre Neu and Bill Biasi	
SACOG	Cecilia Aguiar-Curry	Pierre Neu
Solano Community College	Jesse Loren	
Water Resources	Cecilia Aguiar-Curry	Jesse Loren
Winters Affordable Housing	Bill Biasi	Pierre Neu
10 Year Plan	Cecilia Aguiar-Curry	Pierre Neu
Winters Fire Board	Bill Biasi and Pierre Neu	None
Yolo County Housing	Cecilia Aguiar-Curry	Pierre Neu
Winters Putah Creek	Bill Biasi	Harold
Yolo County Transportation	Harold Anderson	Jesse Loren
Yolo Natural Heritage	Pierre Neu	Jesse Loren
Yolo Solano Air District	Harold Anderson	Pierre Neu
Yolo Leaders	Jesse Loren	

- Pierre to shadow Cecilia through November., move to primary in December.