



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, April 18, 2017
6:30 p.m.
AGENDA

Members of the City Council

*Wade Cowan, Mayor
Bill Biasi, Mayor Pro-Tempore
Harold Anderson
Jesse Loren
Pierre Neu*

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, April 4, 2017 (pp. 4-8)
- B. Authorization to Re-Bid - Grant Ave. & Walnut Ln. Roundabout (pp. 9-10)
- C. Purchase of Public Works Vehicle (pp. 11)
- D. Street Closure Request and Amplified Sound Permit Application for the Winters Guitarfest Acoustic Guitar Festival - June 23-24, 2017 (pp. 12-16)
- E. Amendment No.1 to CalTrans Agreement Grant & Walnut Lane Roundabout SHOPP Funds (pp. 17-20)
- F. Martinez Orchard Agricultural Lease Agreement (pp. 21-38)
- G. Resolution 2017-18, Authorizing the Sale of City-Owned Property to Hotel Winters, LLC for the Downtown Hotel Project (pp. 39-50)
- H. Application for Parade Permit for the 81st Annual Youth Day Parade on April 29, 2017 (pp. 51-53)
- I. Winters Senior Foundation - Elder Day Use of Community Center (pp. 54-55)

PRESENTATIONS

Swearing-In of Reserve Police Officer Jeffrey Stanton

DISCUSSION ITEMS

1. LED Street Light Upgrade Program from PG&E (pp. 56-72)
2. Proclamation - Community Values and Affirmations (pp. 73-77)

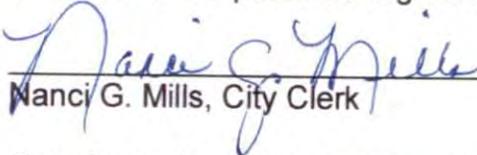
CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY

1. None
-

CITY MANAGER REPORT

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the April 18, 2017 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 April 13, 2017, 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.

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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.*

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Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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

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Wednesday at 10:00 a.m.

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



Minutes of the Regular Meeting of the Winters City Council
Held on April 4, 2017

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

Present: Council Members Harold Anderson, Bill Biasi, Jesse Loren, Pierre Neu and Mayor Wade Cowan

Absent: None

Staff: City Manager John W. Donlevy, Jr., City Attorney Ethan Walsh, Economic Development/Housing Manager Dan Maguire, Environmental Services Manager Carol Scianna, Police Chief John Miller, Administrative Coordinator Karla Ferguson, Community Services Officer Gail Jimenez, and Management Analyst Tracy Jensen.

Police Chief Miller led the Pledge of Allegiance.

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

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan

NOES: None

ABSENT: None

ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 21, 2017

- B. Street Closure Request Submitted by the Winters Chamber of Commerce for the Fourth Friday Feasts Scheduled from April through October, 2017
- C. Amplified Sound Permit Application for Youth Day Concert to be Held in City Park on April 29, 2017 from 7pm - 10pm
- D. Authorize the City Manager to Execute a Contract with Construction Testing Services for Materials Sampling, Testing, and Inspection Services, in the Amount of \$25,344
- E. Resolution 2017-17, a Resolution of the City Council of the City of Winters Authorizing the City Manager to Execute a Contract with All America Construction, Inc., for the Construction of the Grant Avenue/Main Street Signal and Pedestrian Improvements, Project No. 16-01, in the Amount of \$928,433.50 and Authorizing Expenditures in the Amount of \$93,000.00; and the Approval of an Updated Project Budget Sheet (PBS) for Grant Avenue/Main Street Signal and Pedestrian Improvements, Project No. 16-01
- F. Authorization for the City Manager to Execute a Maintenance Agreement with CalTrans for Storm Drainage Culvert Outfall on Route 505
- G. Resolution 2017-16, a Resolution of the City Council of the City of Winters Authorizing the City Manager to Execute a Contract with Van Lant and Fankhanel, LLP for Auditing Services for Fiscal Years 2016-2017 and 2017-2018
- H. Resolution 2017-14, a Resolution of the City Council of the City of Winters Authorizing the City Manager to Execute a Recycled Water Agreement with Martinez Orchards and Approve the Recycled Water Rate of \$25/acre foot
- I. Authorize the City Manager to Execute an Agreement with Berryessa Gap Vineyards for the Disposal of Wastewater at the City of Winters Wastewater Treatment Facility

City Manager Donlevy gave an overview of the Consent Calendar. For the record, Council Member Loren requested corrections to the minutes of the March 21st City Council meeting to clarify her comments. These corrections have been incorporated into the approved minutes. Council Member Anderson requested a correction to Item I, the agreement for disposal of wastewater with Berryessa Gap Vineyards, to correct the compensation rate to \$300 per delivery.

Motion by Council Member Loren, second by Council Member Anderson to approve Consent Items A, D, E, F, G, H, and I with said corrections. Motion carried with the following vote:

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

Council Member Anderson recused himself for Consent Item B due to a possible conflict of interest.

Motion by Council Member Biasi, second by Council Member Neu to approve Consent Item B. Motion carried with the following vote:

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

Council Member Biasi then recused himself for Consent Item C due to a possible conflict of interest.

Motion by Council Member Loren, second by Council Member Neu to approve Consent Item C. Motion carried with the following vote:

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

PRESENTATIONS

Police Chief Miller said he was pleased to appear before Council to present Community Services Officer Gail Jimenez as Officer of the Year. It was an inclusive process, first going through a nomination phase with the supervisory staff and then to her peers for the voting phase. A lot of good folks doing a lot of good work, but two members rose above the rest. Gail has many far-reaching duties and has become an indispensable part of the organization. Gail thanked Chief Miller, recognized her co-workers and said it is a pleasure serving Winters. Mayor Cowan said he had a conversation with Officer Hatcher, who said they couldn't do their job without Gail! City Manager Donlevy said Gail is a critical part of the organization, along with Karla Ferguson who runs the place. Gail started as a volunteer while a student at UCD, and along with Karla and Deanna Isenhower, the department has evolved into an atmosphere of professionalism. Gail performed crime scene investigation for two homicides, putting together most of the evidence that led to convictions. Gail has also become the face of the Winters Police Department on social media and with various community organizations. Gail is a positive element and does an outstanding job. Saira Delgado, field representative from Assembly Member Aguiar-Curry's office presented Gail with a certificate from the California legislature and thanked her for her service to the City of Winters. Tina Lowden from the Winters Senior Foundation said when they hold their meetings at the Public Safety Facility's

EOC/Training Room, Gail welcomes them with open arms, is helpful, knowledgeable, and Tina appreciates her being there.

The meeting was adjourned briefly for a short reception. Mayor Cowan called the meeting back to order at 7:06 p.m.

DISCUSSION ITEMS

1. Consideration of Resolution 2017-11, a Resolution of the City Council of the City of Winters Adopting the City of Winters Emergency Operations Plan

Economic Development/Housing Manager Dan Maguire gave a brief overview and introduced Dana Carey from the Yolo County Office of Emergency Services, who provides support and knowledge to staff. Dana reviewed the top ten risk score events, some of which include dam failure, wildfire, information systems failure and cyberterrorism. Council Member Biasi asked why earthquakes were not included in the top ten and Dana said the fault line in our area is not ranked as a top severity fault line. Council Member Neu said SACOG is having a regional disaster preparedness workshop and asked if he should attend. Dana said her staff would be at this workshop and will bring the information back to the joint emergency management system managers. Yolo County will be hosting training in May and Dana highly recommended Council to attend the management and policy section. Mayor Cowan asked about the training that was held 3-4 years ago that showed everyone how to effectively set up an EOC (Emergency Operation Center.) Following the training in May, the City will follow up in the summer and hold a training session to review the functions of the EOC. Council Member Anderson asked about the PIO (Public Information Officer.) Although anyone can be assigned as the PIO, City Manager Donlevy said the training for elected officials will cover the role of the City Council members and that City Manager Donlevy and Police Chief Miller are the designated PIO's. Council Member Loren said the Council must be supportive in front of the eye of the media, put on a good face for the public, be reliable and show a unified front. Mayor Cowan thanked Dana for coming out and giving the presentation.

Motion by Council Member Loren, second by Council Member Neu to adopt Resolution 2017-11, adopting the City of Winters Emergency Operations Plan. Motion carried with the following vote:

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

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

1. None

CITY MANAGER REPORT: The City qualifies for Rule 20A funding to underground the power poles in Newt's Expressway. Our engineering team is working on an overall proposal to open a joint trench and drop all the utilities into it. Staff is working with a consultant to help us go through the Rule 20A process with PG&E, resulting in an agreement below \$5K that will be executed ASAP. The roundabout is going out to bid and among the options available, Hwy. 128 will be closed during the day and re-opened at peak times. The resulting closure will be ugly, but it will save money and time. The traffic signal has been approved (within parameters) and a Notice to Proceed should be issued ASAP. Team met with Wood Rodgers for direction regarding the Storm Drain Master Plan update. Team will bring the property owners together and Wood Rodgers will come up with a new proposal to take it to the next step. The civil plans are in, the engineers are exchanging comments regarding the freeway projects, and the project is about ready to go. A maintenance agreement with CalTrans for storm drainage culvert outfall at I-505 (PG&E improvements) was approved tonight. Winters Ranch homes are nice and the streetscape is starting to come out. A meeting is scheduled with the Marianis tomorrow for a proposed 250,000 sq. ft. expansion project. Woody Fridae and Cecilia Aguiar-Curry did an incredible job to position the Hispanic Advisory Committee to do a great job as the leadership begins to emerge. The Yolo Library Conversation is scheduled for Thursday evening to receive quality input regarding future services. Parking Committee meeting is scheduled for 4/13 @ the EOC with Kimley Horn, with a community meeting to follow in May. The new City Hall conference room is emerging and staff is doing a tremendous job. City Hall will be closed at noon on April 14th for Good Friday. An AYSO championship soccer tournament was held in Carson City on 3/25, with teams coming from AZ, CA, NV, OR & WA. The Winters U12 boys competed and the Atascadero Tournament Director said it was probably the best game of the tournament, although the boys ultimately lost to Fountain Valley. Very proud of the team and the program and the team wore a dedication on their team shirts to Alfredo Rodriguez. This summer is going to be crazy and the traffic is going to be a mess.

ADJOURNMENT: Mayor Cowan adjourned the meeting at 7:46 p.m.

Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 18, 2017
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager
Alan Mitchell, P.E., City Engineer
SUBJECT: Authorize the City Engineer to Proceed with the Re-bidding Process for Construction of the Walnut Lane Roundabout, PN 12-04.

RECOMMENDATION: Staff recommends the City Council authorize the City Engineer to proceed with the re-bidding process for construction of the Walnut Lane Roundabout, PN 12-04.

BACKGROUND: The City received an encroachment permit from Caltrans in August 2016, with construction authorization (federal funds) in October 2016. On October 26, 2016, City Council authorized staff to go out to bid for the project.

A bid opening was held on December 8, 2016 with the results being unfavorable and over-budget. The lowest bid was \$1,426,724. On February 7, 2017, Council rejected all bids.

DISCUSSION: Staff met with the apparent low bidder and discussed the reasons for the higher than anticipated bid. The main reasons identified were rising material costs, the engineer's estimate was too low, the constraints of breaking the construction up into phases to keep traffic open at all times, the requirements associated with working on a state highway with federal funding, and subcontractor costs due to the stronger economy.

Over the last 6 weeks, staff has been working with Caltrans to increase funding and reduce construction costs by removing elements of the project. Some key elements that have been changed on the current plans are: no landscaping (installing sleeves only), no decorative concrete; and an alternative approach allowing full closure of Grant Avenue, with a detour, for up to 6 weeks (weekdays only).

The contract documents will include a Base Bid, which will allow full closure of Grant Avenue, with a detour on Morgan and Baker, for up to 6 weeks (weekdays only – Monday 8am to Friday 3pm). This will allow the contractor to work more efficiently on the entire intersection, which should result in lower cost and shorter duration. Access to Walnut Lane will be maintained at all times. The contract documents will also include an Alternate, which will require 2 lanes to be maintained at all times on Grant Avenue. This was the original approach when the project was previously bid. This will allow the contractor to work less efficiently on the entire intersection, and require flaggers, which should result in higher cost and longer duration. Staff wants to include both approaches so that Council has some flexibility in awarding one or the other, after bids are known.

The project design engineer, Laugenour and Meikle, has completed the revised plans and specifications for the proposed improvements, and Caltrans has approved them. The engineer's estimates for construction of the improvements are:

Base Bid	\$1,245,378
Alternate	\$1,330,378

The plans and specifications may be subject to minor technical revisions for clarification as approved by the City Engineer prior to and during the advertisement period that do not affect the size, scope and intent of the project. A complete set of Improvement Plans and Specifications are available for viewing at the Public Works counter in City Hall during normal business hours.

ALTERNATIVES:

1. Authorize the City Engineer to proceed with the re-bidding process for construction.
2. Provide staff with further direction.

FISCAL IMPACT: None from the General Fund. In addition to reducing the scope of the project and related cost; staff was able to work with Caltrans to secure additional (\$130,000) State SHOPP funds (\$290,000 total) to help augment the \$646,269 approved federal funds. Also, Finance has identified additional TDA/LTF funds to augment the City's portion (\$438,000 total). If additional funds are needed; SACOG has identified a Tier 3 loan program, whereby the city can be advanced the needed funds, which can then be paid back over a three year period. Once bids are known, staff will come back to Council with final budget numbers and action items.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: April 18, 2017
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Eric Lucero, Public Works Superintendent
SUBJECT: Purchase of Public Works Vehicle

RECOMMENDATION: Council approval of the purchase of a new work truck and equipment for the Public Works Department.

BACKGROUND: In June of 2014 Council approved the purchase of new vehicles and new equipment for the purpose of replacing older existing fleet and to outfit new full time employees in the Public Works Department with new equipment. Council approved the purchase of eight total work trucks, five for new employees and three for replacing older vehicles. Staff chose to purchase just six of the eight to spread out the costs and to spread out the time of replacing those vehicles. In the 2016-17 budget, the Public Works Department budgeted for those two work trucks to be replaced but have chosen to replace just one at this time. Staff has called five different dealerships for quotes and just as before, Ron DuPratt Ford in Dixon was the lowest price. I am asking Council to approve this request and allow the City Manager to execute a contract with Ron Dupratt Ford for the purchase of one new utility truck to replace the current 2004 F150 that needs to be retired.

FISCAL IMPACT: Total amount not to exceed \$39,500 which is in the 2016-17 budget.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 18, 2017
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Nanci Mills, Director of Administrative Services/City Clerk *Nanci*
SUBJECT: Street Closure Request and Amplified Sound Permit Application for the Winters Guitarfest Acoustic Guitar Festival - June 23-24, 2017

RECOMMENDATION: Approve the attached Request for Street Closure and Amplified Sound Permit Application submitted by Al and Lynda Calderone of ARC Guitar for the first Winters Guitarfest to be held on Friday and Saturday, June 23rd and 24th, 2017 on Main Street between Railroad Avenue and First Street.

BACKGROUND: The first Winters Guitarfest, which as the name implies, celebrates the variety, beauty, durability, and sounds of the acoustic guitar. Hosted by ARC Guitar and organized and sponsored in part by participating businesses, the Guitarfest will feature a number of skilled luthiers - builders of artistically crafted guitars and other fine stringed acoustic instruments, including mandolins, banjos, ukuleles, and more. Displayed by their makers, all of these instruments will be offered for sale.

A host of related events will add to the festival spirit, including players' workshops, finger style performers, concerts (with major acoustic artists to be announced), product demonstrations, and an ongoing street faire featuring food and wine vendors. Closing out the festival will be a dinner concert and benefit raffle featuring an acoustic guitar as first prize.

Venues at the Guitarfest will include several locations in the charming Winters downtown business district, and the Winters Community Center (201 Railroad Avenue) as the main showcase where the luthiers will be displaying their beautifully crafted instruments. Workshops and other events will take place at several other business locations nearby, including Turkovich Family Wines and the Palms Playhouse.

FISCAL IMPACT: None



RECEIVED
MAR 27 2017
CITY OF WINTERS

City of Winters Request for Street Closure

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

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

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

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

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

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

Name: Al Calderone Organization: _____

Address: 308 Railroad Ave Mailing Address: Same

Telephone: 530-795-1795/530-902-8920 Today's Date: 3-27-17

Streets Requested: (Main St) From Railroad to 7th Street

Date of Street Closure Saturday June 24 Time of Street Closure: 11 - 4:30

Description of Activity: Guitar Builders Festival

Services Requested of City: Street closed

APPROVED: _____ Police Department _____ Public Works Department

Date of Application: 4/3/17

To City Council: 4/18/17

Name of Person(s)/

Organization: Guitar Festival - Al Calderone + Lynda Hines

Contact: AL - 530 902-8920
Lynda - 707-455-0224

Business Address: 308 Railroad Ave

Telephone: 530-795-1795

Telephone: _____

RECEIVED

Type of Event: 11-5 pm Guitar Festival

APR 03 2017

CITY OF WINTERS

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

Date/Time of Event: June 24, 2017 From: 11 To: 5

Location/Address of Event: Main St between Railroad + 1st St
Exhibit in the Palace + Buchhorn Room

Rated Output of Amplifier in Watts: _____ Number of Speakers: 2

I have provided a list of and contacted all property owners adjacent to and within 300 feet of the event. Their approval of this event is indicated by their signature on the attached petition. Complaints about the sound will result in a warning and a request to reduce the volume. Additional complaints will result in the cessation of amplified sound. All amplified sound must be extinguished no later 10:00 p.m. pursuant to Winters Municipal Code Title VI; Chapter 7-Noise Control. Signing below certifies that all information contained within this application is correct. In the event that any of this information is found to be fraudulent, it may result in an automatic denial of this application.

Signature: [Handwritten Signature]

For City Use Only

Proof of Insurance: N/A (Not City Property) Yes No

Rental Fee Paid: N/A (Not City Property) Yes No

Police Department: Approved Denied Date: _____

Authorized Signature: _____

City Council: Approved Denied Date: _____

Authorized Signature: _____



STAFF REPORT

TO: Honorable Mayor and Councilmembers
THROUGH: John W. Donlevy, Jr., City Manager *JW*
FROM: Carol Scianna, Environmental Services Manager *CS*
DATE: April 18, 2017
SUBJECT: Amendment No.1 to CalTrans Agreement for Walnut Lane Roundabout SHOPP Funds

RECOMMENDATION: Staff recommends that the City Council authorize City Manager to execute contract amendment with State of California, Dept. of Transportation(Cal Trans) to accept additional SHOPP fund contribution for Walnut Lane Roundabout(RAB) Project in the amount of \$130,000.

BACKGROUND: The City and Caltrans entered into Cooperative Agreement No. 03-0601 in February 2016, which outlines the CalTrans contribution of \$160,000 in SHOPP Minor funds towards the RAB project for. When bids for the RAB project were received well over the project budget, staff initiated discussions with CalTrans to revise the project scope and brainstorm on possible funding sources. These discussions resulted in CalTrans being able to allocate another \$130,000 in SHOPP funding towards the project. Amendment No. 1 reflects these additional funds, bringing the total amount designated toward the construction costs to \$290,000.

The redesign has been completed, additional City funds have been allocated and the RAB project is ready to go back out to bid.

FISCAL IMPACT: \$130,000 Additional SHOPP Funding

AMENDMENT NO.1 TO AGREEMENT

This agreement, effective on _____ is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Winters, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, entered into Cooperative Agreement No. 03-0601, (AGREEMENT) on February 11, 2016, outlining CALTRANS' contribution towards construction of a Roundabout on SR128 at Walnut Lane, referred to as PROJECT.
2. CALTRANS has since agreed to increase its SHOPP contribution by \$130,000.
3. PARTNERS have agreed to enter into Amendment No. 1 (03-0601 A1) to AGREEMENT in order to increase CALTRANS' SHOPP contribution from \$160,000 to \$290,000.

IT IS THEREFORE MUTUALLY AGREED:

That AGREEMENT will be changed as follows:

1. Recital 5, is amended in its entirety to read as follows:

CALTRANS will pay CITY in the amount of \$290,000 from SHOPP Minor funds toward PROJECT construction costs.

2. Article #9 is amended in its entirety to read as follows:

CITY will submit to CALTRANS monthly invoices for the prior month's actual expenditures. CALTRANS will pay CITY within 45 (forty five) calendar days of receipt of invoices.

3. Article #10 is amended in its entirety to read as follows:

PARTNERS agree that the total amount of SHOPP Minor funds paid out to CITY will not exceed \$290,000.

4. A new article Article #11A is introduced to read as follows:

After PARTNERS agree that all work for PROJECT is complete, CITY will submit a final accounting for all costs. Based on the final accounting, CITY will refund or invoice as necessary in order to satisfy the financial commitment of this Agreement.

5. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

6. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF WINTERS

APPROVED

APPROVED

By: _____
Thomas L. Brannon
Deputy District Director
D3 Program & Project Management

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

CERTIFIED AS TO FUNDS:

ATTEST:

By: _____
Stacey Salazar
District Project Control Officer

By: _____
Nanci Mills
City Clerk

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Ethan Walsh
City Attorney



STAFF REPORT

TO: Honorable Mayor and Councilmembers
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
DATE: April 18 2017
SUBJECT: Martinez Orchard Agricultural Lease Agreement

RECOMMENDATION: Staff recommends that Council authorize the City Manager to execute an Agricultural Lease Agreement with Martinez Orchards to lease 8.5 acres of City Property adjacent to the south spray field at the Waste Water Treatment Facility (WWTF).

BACKGROUND: Staff began discussions with Martinez Orchards several years ago regarding the possibility of leasing some of WWTF spray field property to plant grape stocks. Initially we considered using the actual south spray fields themselves and recycled wastewater. This would have required obtaining a revision to our Waste Discharge Permit and expanding our Recycled Wastewater Permit which would have been very cumbersome, time consuming and expensive. The current alternative being proposed will be leasing the property south of the spray fields and not using recycled wastewater which has simplified the process considerably. Staff directed our legal team to develop an agreement which is what is presented tonight. Leasing the adjacent property will generate income and will not have any impact on our WWTF operations.

FISCAL IMPACT: Annual rent generated years 1-5 will be \$3825, years 5-10 will be \$4250 and year 10-15 \$4675

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

COUNCIL MEMBERS

Harold Anderson
Jesse Loren
Pierre Neu

MAYOR

Wade Cowan

MAYOR PRO TEM

Bill Biasi

CITY CLERK

Nanci Mills

TREASURER

Michael Sebastian

CITY MANAGER

John W. Donlevy, Jr.

AGRICULTURAL LEASE

This Agricultural Lease (the "**Lease**") is entered into as of _____, 2017 (the "**Commencement Date**"), by and between the CITY OF WINTERS, a California municipal corporation, hereinafter referred to as the "**City**" or the "**Owner**," and MARTINEZ ORCHARDS, a _____, hereinafter referred to as the "**Tenant**."

1. Description of Premises. Owner leases to Tenant, and Tenant hires from Owner, on the terms and conditions set forth in this Lease, the real property situated in the City of Winters, County of Yolo, State of California, known as a portion of Assessor's Parcel Number 030-180-240 (the "**Premises**"), and as more particularly described on the attached **Exhibit A** and shown on the map attached hereto as **Exhibit B**.

The City is the owner of an approximately 113 acre parcel of vacant land (the "**City Parcel**") located at 27661 County Road 32A, Winters, California. The Premises consists of an approximately 8.5 acre portion of the the City Parcel, located along a portion of the southern boundary of the City Parcel. The Premises is located adjacent to the Wastewater Treatment Facility south spray fields, and is currently vacant and not used.

2. Term.

(a) Initial Term. The term of this Lease ("**Term**") shall be for fifteen (15) years, unless extended or earlier terminated as provided herein. The initial Term ("**Initial Term**") of this Lease shall commence upon the Commencement Date and shall terminate at 11:59 p.m. on the day before the fifteenth anniversary of the Commencement Date.

(b) Extension of Term. Provided Tenant is not in default beyond any applicable cure period, Tenant shall have the right to extend the Term for up to five (5) years (the "**Extension Option**"), resulting in a possible twenty (20) year Term under this Lease. Tenant shall notify Owner in writing of its intent to exercise the Extension Option at least 180 days before the expiration of the Initial Term. Any such extension shall be on the same terms and conditions as set forth in this Lease, except Tenant and Owner agree to negotiate the Rent, which will be based on such factors as comparable market rates and market data, site-specific constraints, and Tenant's financial performance at this location. If the parties are unable to agree upon the Rent for any such extended Term, this Lease shall terminate pursuant to its terms.

(c) Right to Terminate Lease. In the event that Tenant, in its sole discretion, determines that it is no longer feasible to lease the Premises for Tenant's agricultural purposes, Tenant shall have the right to terminate this Lease, subject to 90 days written notice to Owner.

3. Rent.

(a) Rent Amount. Tenant shall pay rent in the amount of \$450.00 per acre years 1-5, \$500 per acre year 5-10, and \$550 per acre year 10-15. ("**Rent**") during the Term of this Lease. Rent shall be due January 1st and June 30 of each year.

(b) Late Charge. Tenant acknowledges that late payment by Tenant to Owner of Rent will cause Owner to incur costs not contemplated by this Lease. If any installment of Rent due from Tenant is not received by Owner within five (5) days after it becomes due, Tenant shall pay to Owner an additional sum of 5% of the overdue Rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Owner will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Owner from exercising any of the other rights and remedies available to Owner.

(c) Interest on Unpaid Rent. Rent and all other sums which shall become due under this Lease (all of which shall be considered "additional rent") not paid within five (5) days of the date due shall, in addition to any late charges under Section 3(b), above, bear interest at the lesser of the maximum legal rate or 10% per annum from the date due until paid.

(d) Holdover. Tenant may not hold over after the expiration or earlier termination of the Term hereof without the express prior written consent of Owner. Acceptance of Rent is not Owner's consent to holdover and shall not result in a holdover or renewal. Without Owner's express consent Tenant shall become a tenant at sufferance only at a rental rate equal to \$50 per day. The foregoing provisions of this Section 3 are in addition to and do not affect Owner's right of re-entry or any rights of Owner hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Owner harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

(e) Place of Payment of Rent. Rent and all other sums which shall become due under this Lease, including but not limited to late charges and additional rent, shall be payable by hand delivery or mail to the following address:

City of Winters
318 1st Street
Winters, California 95694
Attention: Carol Scianna

or at such other place as Owner may designate from time to time in writing. Mailed payments must be received (not postmarked) by Owner by the date due.

4. Use of Premises.

(a) Permitted Uses. Tenant currently leases and farms the land adjacent to and to the south of the Premises. Tenant shall use the Premises for expansion of its current farming operations, including staging purposes, tool and equipment storage, planting, growing, irrigating, harvesting and other activities and uses as necessary or appropriate from time to time for the growing of grape stock and for no other purposes whatsoever (the "**Tenant's Operations**"). The Premises shall be planted and farmed in a good, farmer-like and commercially-reasonable manner employing the best agricultural practices employed in the community.

In the event Tenant shall fail to use the Premises in keeping with the terms of this Lease, Owner reserves the right, after having given 10 days' written notice, to take necessary remedial measures at the expense of Tenant, for which Tenant shall reimburse Owner on demand.

(b) Integrated Pest Management. Tenant will make diligent efforts to prevent the spread of all noxious weeds, grasses, rodents and other vertebrate pests on the Premises and will take commercially reasonable measures to protect the Premises from infestations of insects and other pests. Tenant will make diligent efforts to prevent infestations of organisms that may negatively impact crops grown on the Premises and the surrounding areas during and after the term of this Lease. IT IS TENANT'S OBLIGATION TO MAINTAIN THE PREMISES, INCLUDING, BUT NOT LIMITED TO, WEED MANAGEMENT. WEED MANAGEMENT WILL APPLY TO THE ENTIRE PREMISES.

(c) Pesticides/Fertilizers. Pesticide application shall be in accordance with all applicable regulations. Pesticides shall be applied by hand pump equipment, small tractor-pulled sprayers, or by hand-held applicators (backpack sprayers). Pesticides shall not be applied by aerial spraying, or when air movement could cause offsite drift. No fertilizer, pesticide, poison, chemical or other foreign substance, except those substances (and quantities) approved by the United States Department of Agriculture, by the California Department of Food and Agriculture and by any other applicable governmental agency, shall be applied by Tenant to the Premises or the crops thereon. In addition, Tenant shall store, prepare, use, apply, and dispose of all fertilizers, pesticides and other sprays and chemicals necessary for crop production on the Premises strictly in compliance with applicable laws, statutes, ordinances and regulations of all federal, state, county and city bodies having jurisdiction in such matters, and the manufacturer's directions for the safe and effective use of such substances. No experimental fertilizer or chemical shall be applied to the land or to the crops. Tenant shall maintain records in accordance with sound business practices and all pertinent governmental regulations respecting the time, place, quality, quantity, kind and method of application of all substances as may be utilized by Tenant and shall furnish to Owner, upon request, true and correct copies thereof.

(d) Other Use Restrictions and Requirements. Soil tilling, earth moving, and fertilizer and pesticide application shall not be permitted when wind conditions would result in offsite drift of fugitive dust, fertilizer or pesticides. Agricultural areas shall be maintained to provide drainage and minimize the collection of standing surface water. Commercial composting of materials (composting for sale of compost material for use off-site) shall be prohibited.

(e) Hunting Prohibition. Tenant shall have no right to hunt or sublease or license hunting rights on the Premises. Tenant agrees to use reasonable efforts to enforce Owner's desire to not allow any hunting on the Premises during the Term of this Lease.

5. Water Supply; Irrigation. Tenant acknowledges that the Landlord makes no warranty as to the quality or quantity of water available to the Premises. Water supply for Tenant's Operations shall be provided from Tenant's well currently existing on adjacent land leased and farmed by Tenant. Tenant shall be solely responsible, at its sole cost and expense, to install and maintain all irrigation equipment and improvements as necessary to obtain water from

Tenant's well for Tenant's Operations. Tenant shall have no authority to drill any well on the Premises and in no case shall Landlord be held liable for any costs for providing water to the Premises or for any damage resulting from failure of Tenant's well to produce sufficient water supply for Tenant's Operations. Any irrigation equipment and improvements installed by Tenant are the property of the Tenant, and shall be removed from the Premises at the expiration or earlier termination of this Lease.

Tenant shall not cause any ponding on the Premises or any flooding on adjacent lands or areas. Tenant shall not engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or draining of such waters.

6. Access to Premises. Tenant shall have access to the Premises via an existing driveway that extends between adjacent orchard to the south of City Parcel, from County Road 88 to the western edge of the Premises, or the existing driveway that extends through the middle of the City Parcel, from County Road 32A to the western edge of the Premises, as shown on the Map (Exhibit B)

7. Production Costs. Tenant agrees to pay all costs in connection with soil preparation, planting, cultivating, fertilizing, irrigating, dusting, harvesting, hauling and all other costs of every nature and kind in connection with the production of crops to be grown upon the Premises during the Term hereof. Owner shall have no responsibility or liability whatsoever for the production of crops on the Premises during the Term of this Lease.

8. Taxes. For the purposes of this Lease, "**Taxes**" shall mean possessory interest taxes and personal property taxes. During the Lease Term, Tenant shall be responsible for paying all Taxes associated with the Premises. Tenant acknowledges that the Lease creates a possessory property interest in the Premises in the Tenant under Revenue & Taxation Code Section 107.6 and that Tenant will be responsible for paying any applicable possessory interest taxes levied by any taxing authority.

9. Utilities. Tenant acknowledges that there are no utilities provided to the Premises, the Landlord makes no warranty as to the availability of any such utilities to the Premises. Tenant shall be responsible for paying all costs and assessments associated with providing utilities to the Premises, including any and all connection fees and costs for permits, installation and usage of electricity, gas and any other utilities that Tenant may require for Tenant's Operations on the Premises.

10. Maintenance and Capital Costs.

(a) General. Tenant shall care for, maintain and repair the Premises, including, but not limited to, any damage caused by Tenant to the access driveway on the the City Parcel, ordinary wear and tear excepted.

(b) Owner Responsibilities. Owner and its agents shall have the right to enter on the Premises at all reasonable times with prior notice to Tenant (and at any time during an emergency) for the purpose of inspecting the same or to make any emergency repairs required to be made by Owner hereunder.

11. Disclaimer of Warranty – Soil Suitability. Owner makes no warranty for the soil's suitability for growing the crops Tenant is authorized to grow on the Premises under this Lease.

12. Lease Subject to Existing Rights of Others. This Lease is subject to all existing easements, servitudes, licenses and rights-of-way for canals, ditches, roads, highways and telephone and electric power lines, pipelines and other purposes, whether recorded or not.

13. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the Term. If Tenant does abandon, vacate or surrender the Premises, or if Tenant is dispossessed by process of law or otherwise, personal property belonging to Tenant and left on the Premises shall be kept for a reasonable time by Owner, but in no event longer than 15 days after Owner gives Tenant notice to remove that property from the Premises, after which time, if it has not been reclaimed by Tenant, it may be treated by Owner as abandoned.

14. Entry by Owner. Tenant shall permit Owner, and Owner's agents and assigns, at all reasonable times, to enter the Premises, and to use the roads established on the Premises now or in the future, for the purposes of inspection, compliance with the terms of this Lease, exercise of all rights under this Lease, posting notices and all other lawful purposes. Tenant shall supply Owner, and Owner's agents and assigns, with keys and other instruments necessary to effect entry on the Premises. Tenant shall make and keep pertinent records of all operations and conduct under this Lease and shall make them available to Owner, and Owner's agents and assigns, at all reasonable times for inspection.

15. Condition of Premises. Tenant represents and warrants that, as a grower of crops on property adjacent to the Premises, Tenant is familiar with the condition of the Premises and has made, prior to entering into this Lease, its own investigation of the Premises, and accepts the Premises in its present, "AS IS" condition, and Tenant agrees, on the last day of the Term or on sooner termination of this Lease, to surrender the Premises and the appurtenances to Owner in the same condition as when received, reasonable use, wear and damage by fire, act of God or the elements excepted, and to remove all of Tenant's property from the Premises. Owner makes no representation or warranty to Tenant as to the condition of the Premises, including the condition of the soil on the Premises or the Premises's suitability for Tenant's intended use.

16. Waste. Tenant shall not commit, or permit others to commit, on the Premises waste, or a nuisance, or any other act that could disturb the quiet enjoyment of Owner or any other tenant of Owner on adjacent property. Tenant will pick up and dispose of minor litter and debris found on the Premises on a periodic basis. If Tenant finds larger debris, deposits or hazardous debris on the Premises, Tenant should contact Owner to arrange for removal and clearance of such debris.

17. Hazardous Materials. Tenant at all times and in all respects shall comply with all federal, state and local laws, ordinances and regulations relating to environmental protection or the use, manufacture, storage, disposal or transportation of any oil or other petroleum product, flammable explosives, fertilizers, asbestos or other hazardous, toxic, contaminated or polluting materials, substances or wastes ("**Hazardous Materials**"). Tenant agrees, at its expense, to remove from the Premises any and all Hazardous Materials, which Tenant, its agents, contractors

or employees deposit on the Premises. Tenant agrees to indemnify, defend and protect the City and to hold the City harmless from all claims for damages arising out of the use by Tenant, its agents, contractors or employees on or near the Premises of any and all Hazardous Materials.

If chemicals are to be stored on premises, prior to commencement of farming activities on the Premises, Tenant shall submit a Hazardous Materials Business Emergency Response Plan to the Yolo County Agriculture Department for review and approval.

18. Oil, Gas and Mineral Rights. All rights in all minerals, oil, gas and other hydrocarbons located on or under the Premises are reserved to Owner and are excepted from the property covered by the terms of this Lease. Tenant expressly grants to Owner, and to any and all lessees of these oil, gas and mineral rights, and to Owner's agents and licensees, a right of entry and a right-of-way for ingress and egress in and to, over and on the Premises during the term of this Lease for the exploration, drilling and mining of minerals, oil, gas and other hydrocarbons on the Premises; provided that Owner shall reimburse Tenant for any damages that Tenant sustains as a result of any interference with the agricultural operations conducted on the Premises under the terms of this Lease arising from exploration, drilling or mining operations.

19. Alterations. Tenant shall not make, or permit to be made, alterations to the Premises, without first obtaining Owner's written consent. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by Tenant.

20. Compliance with Law. Tenant shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises, and shall faithfully observe in Tenant's use of the Premises all laws, rules and regulations of these authorities, in force either now or in the future. The judgment of a court of competent jurisdiction, or Tenant's admission in an action or a proceeding, whether Owner be a party to it or not, that Tenant has violated any law, rule or regulation in Tenant's use of the Premises shall be considered conclusive evidence of that fact as between Owner and Tenant. If Tenant fails to comply with any such law, regulation or rule, Owner reserves the right to take necessary remedial measures at Tenant's expense, for which Tenant agrees to reimburse Owner on demand.

21. Condemnation. If the Premises shall be taken or condemned in whole or in substantial part for public purposes, this Lease shall, at the option of either party, forthwith cease and terminate and Tenant shall have no claim against Owner for the value of any unexpired Term of this Lease. Tenant shall have the right to pursue a separate claim against the condemning authority for Tenant's personal property and fixtures, unexpired or market value of the Lease, moving expense, loss of crops and loss of business.

22. Nonliability of Owner for Damages. Except in the case of the City's negligence or willful misconduct, Tenant agrees to indemnify, protect, defend and hold the City, its agents, employees, and elected and appointed officials, harmless from all liability and claims for damages arising directly or indirectly from any injury from any cause to any person, including Tenant or any employees, agents or subcontractors of Tenant, or to property of any kind belonging to anyone, including Tenant or any employees of Tenant, while in, upon or in any way

connected with the Premises, including the flooding of county roads or neighboring lands because of improper or inadequate drainage or escaping irrigation waters, during the Term or any extension of this Lease, or any occupancy under this Lease.

23. Insurance. Prior to the Commencement Date, and for the duration of the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance against liabilities arising out of Tenant's activities on the Premises:

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Auto and General Liability Insurance: Coverage sufficiently broad to include Comprehensive Auto and General Liability Insurance, Products and Completed Operation Liability, Broad Form Property Damage Liability, Contractual Liability, Personal Injury Liability, and liability for autos or premises owned, leased or used.

(2) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance, for any of Tenant's employees who will engage in activities on the Premises.

(b) Minimum Limits of Insurance: Limits of coverage shall be no less than:

(1) Auto and General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; \$2,000,000 general aggregate.

(2) Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

(c) Other Insurance Provisions: Policies are to contain, or be endorsed to contain, the following provisions:

(1) Auto and General Liability Coverage:

(i) The City, its officials, employees, and volunteers are to be covered as additional insureds, and the coverage shall contain no special limitations on the scope of the protection afforded to the City, its officials, employees, or volunteers.

(ii) The insurance coverage required herein shall be primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be in excess of the insurance required herein and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.

(iv) Coverage shall state that the insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages: Each insurance policy required by this Lease shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or 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 City. Tenant agrees that if Tenant does not keep the insurance in force, Owner may obtain the necessary insurance at Tenant's expense. The repayment of the premium shall be due and payable by Tenant within 10 days of Owner's written demand.

(d) Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

(e) Verification of Coverage: Prior to the Commencement Date of this Lease, Tenant shall furnish the City with certificates of insurance and with original endorsements affecting the coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

24. Events of Default. The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

(a) The abandonment of the Premises by Tenant.

(b) The failure by Tenant to make any payment of Rent or additional rent or any other payment required to be made by Tenant hereunder, as and when due.

(c) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant.

(d) Any of the following: (1) The making by Tenant of any general assignment for the benefit of creditors; (2) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within 30 days); (3) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (4) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within 30 days.

25. Remedies of Owner on Default. If Tenant breaches this Lease, Owner shall have, in addition to other rights or remedies, the right of reentry, after having given five days' notice, and the right to take possession of all crops, harvested or unharvested, and to remove all persons and property from the Premises; Owner may store the property removed in a public warehouse or elsewhere at Tenant's expense and for Tenant's account. Owner, at Owner's election, shall

become the Owner of all crops of which Owner has so taken possession, without being obligated to compensate Tenant for them.

If Owner elects to reenter, as provided above, or to take possession under legal proceedings or under any notice provided for by law, Owner may (a) terminate this Lease, or (b) from time to time, without terminating this Lease, relet the entire or any part of the Premises for such terms (which may extend beyond the Term of this Lease) and at such rentals and other conditions as Owner, in Owner's sole discretion, deems advisable. Owner also has the right to make alterations and repairs to the Premises.

No reentry or taking possession of the Premises by Owner shall be construed as an election by Owner to terminate this Lease unless written notice of such an intention is given to Tenant or this Lease is declared to be terminated by a court of competent jurisdiction. Even though the reletting was without termination by Owner, Owner may at any future time elect to terminate this Lease for the previous breach by Tenant. If Owner terminates this Lease for a breach in addition to any other remedy Owner may have, Owner may recover from Tenant all damages Owner incurs by reason of the breach, including both the cost of recovering the Premises and the worth, at the time of termination, of the excess of the amount of Rent and charges equivalent to Rent specified in this Lease, for the remainder of the stated term, over the then-reasonable rental value of the Premises for the remainder of the Term. All of these amounts shall be immediately due from Tenant to Owner.

All of these rights shall be concurrent and cumulative and are in addition to, and not in derogation of, all other rights and remedies available to Owner.

Nothing contained in this Lease, and no security or guarantee of the Tenant that Owner holds now or in the future under this Lease, shall in any way constitute a bar or defense to an action by Owner in unlawful detainer or for recovery of the Premises.

26. Governing Law. This Lease shall be governed by and construed pursuant to the laws of the State of California.

27. Attorneys' Fees on Default. In any action or proceeding by either party to enforce this Lease or any provision thereof, the prevailing party shall be entitled to all costs incurred and to reasonable attorneys' fees. If Owner should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease, or for any other relief against Tenant hereunder, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

28. Action of Receiver. If, in an action against Tenant, Owner has a receiver appointed to take possession of the Premises, or to collect the Rents or profits derived from the Premises, or both, the receiver has the right, if it is necessary or convenient in order to collect Rents or profits, to conduct the business of Tenant then being carried on the Premises and to take possession of any personal property belonging to Tenant and used in the conduct of the business,

and to use the personal property in conducting the business on the Premises. Neither the application for the appointment of the receiver, nor the appointment of the receiver, shall be construed as an election by Owner to terminate this Lease unless a written notice of such intention is given to Tenant.

29. Assignment or Subletting. Tenant shall not assign this Lease, or any rights under it, and shall not sublet the entire or any part of the Premises, or any right or privilege appurtenant to the Premises, or permit any other person (the agents and servants of Tenant excepted) to occupy or use the entire or any portion of the Premises, without first obtaining Owner's written consent; provided that Owner shall not unreasonably withhold consent to assignment, sublease of use or possession of the Premises. A consent to the assignment, subletting, occupation or use by another person is not a consent to a future assignment, subletting, occupation or use by another person. An assignment or a subletting without Owner's consent shall be void, and shall, at Owner's option, terminate this Lease. No interest of Tenant in this Lease shall be assignable by operation of law without Owner's written consent.

30. Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

31. Liens; Crop Mortgages. Tenant shall cause or permit any liens to accrue on or against the Premises by reason or anything done or omitted to be done by Tenant or by any person entering upon the Premises or the adjacent City Parcel, with or without Tenant's permission. Tenant shall pay when due all bills arising out of any work performed, materials furnished or obligations incurred by Tenant, or any of Tenant's agents, employees or contractors relating to the Premises. Any crop security agreements, mortgages, encumbrances or liens given or suffered by Tenant on the crops grown on the Premises shall be subject to approval by Owner, and shall be for terms or periods not extending beyond the Term of this Lease. All liens created by Tenant must be satisfied of record by Tenant before the end of the Term.

32. Waiver. The waiver by Owner of a breach of any term, covenant or condition contained in this Lease shall not be treated as a waiver of such term, covenant or condition, or as a waiver of a future breach of the same or any other term, covenant or condition contained in this Lease. The acceptance of Rent by Owner shall not be treated as a waiver of a previous breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Owner's knowledge of a previous breach at the time of acceptance of Rent.

33. Nondiscrimination Policy. The City is committed to establishing and maintaining a workplace that is free from unlawful harassment and discrimination. As required by law, the City has developed a "Policy Against Harassment and Discrimination" that is available on request. Tenant shall be responsible for informing all of its employees, representatives, contractors, and/or agents who will be entering and performing work on the Premises about this policy. In the event Tenant acquires information to suggest that this policy is being violated, Tenant shall promptly notify the City.

34. Headings. The section headings of this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.

35. Time. Time is of the essence with respect to the performance of every provision of this Lease in which time or performance is a factor.

36. Prior Agreements; Amendments. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

37. Separability. Any provision of this Lease which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

38. Notices. Any notice to be given to either party by the other shall be in writing and shall be served either personally or by registered or certified mail addressed as follows:

Owner: City of Winters
Attn: Carol Scianna
318 1st Street
Winters, CA 95694
Telephone: (530) 794-6715
Facsimile: (530) 795-4935

Tenant: Dan Martinez
PO Box 605
Winters, CA 95694
Telephone: (530) 304-0858
Facsimile: (530) _____

39. Legal Effect. All covenants of Tenant contained in this Lease are expressly made conditions. All parties to this Lease shall be jointly and severally liable under it.

40. Third-Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than Tenant and Owner and their successors or assigns, any rights or remedies under or by reason of this Lease.

41. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

42. Exhibits. All exhibits to which reference is made in this Lease are incorporated in the Lease by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. Reference to "**this Lease**" includes

matters incorporated by reference. The following exhibits are attached to this Lease and are hereby incorporated by reference:

- Exhibit A: Description of Premises
- Exhibit B: Map of Premises

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IN WITNESS WHEREOF, the Owner and Tenant have hereto executed this Lease on the date first written above.

CITY OF WINTERS, a California Municipal Corporation

By: _____

Title: _____

"OWNER"

APPROVED AS TO FORM:

City Attorney

By: _____

Dan Martinez

"TENANT"

EXHIBIT A
DESCRIPTION OF THE PREMISES

EXHIBIT B
MAP OF THE PREMISES

EXHIBIT A

The leased property, encompassing roughly 10 acres, is located in the County of Yolo, State of California, situated in Section 17, Township 8 North, Range 1 West, Mount Diablo Meridian, more particularly described as follows:

Starting at the Southeast corner of Section 17, then North 1190 feet along East line of Section 17, then West parallel to South line of Section 17, 750 feet to Point Of Beginning. Continuing from Point Of Beginning West parallel to South line of Section 17, 1500 feet, then North parallel to East line of Section 17, 290 feet, then East parallel to South line of Section 17, 1500 feet, then South 290 feet back to Point Of Beginning.

EXHIBIT B
MAP OF THE PREMISES



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: April 18, 2017
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Adopt Resolution No. 2017-18, Approval of Land Sale of City-Owned Property to Hotel Winters, LLC (Downtown Hotel)

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Resolution No. 2017-18 approving a property sale of City-owned property to Hotel Winters, LLC ; and
2. Authorize the City Clerk to sign and record the Grant Deed on the City's behalf.

BACKGROUND:

In May 2014 the City Council received the staff report on the proposals for development of a downtown hotel, and unanimously approved staff's recommendation to authorize the City to enter into an Agreement with Royal Guest for the purchase and sale of property owned by the City to Royal Guest.

In January 2015, the Planning Commission reviewed and approved the Design/Site Plan, Tentative Parcel Map, and Conditional Use Permit for construction of a three-story, approximately 70-unit Hotel with Hotel Lobby, courtyard, retail tenant space and all support functions.

A final Parcel Map was prepared and approved by the Planning Commission at the meeting of December 16, 2015, to create two parcels to accommodate the hotel and parking lot.

DISCUSSION:

City Staff was alerted by Placer Title of an oversight on the part of the Hotel Developer and their Civil Engineer/Surveyor wherein the Parcel Map did not match the land description for the property that was conveyed to the Hotel Developer, with a small strip (472 square foot total) on the western edge of the hotel project continuing to be City-owned. In order to proceed with the hotel project, staff recommends the subject property be sold to Winters Hotel, LLC in the

furtherance of that project. Staff reviewed the proposed sale and determined the property sale has no impact on the proposed City parking lot parking capacity. The Developer needs clear title to the subject property in order to close on their construction loan.

It should also be noted the subject property is already included in a "no build" easement granted by the City, and is also included in a sidewalk easement granted by the City. The offer price of \$14.78 per square foot for the proposed purchase reflects the same price per square foot as was paid by the developer previously for the Fire Department property. Staff views this as simply a correction to the original agreement for the purchase and sale of the City property, so that the property owned by the Hotel Developer is consistent with the parcel map approved by the Planning Commission.

ALTERNATIVES:

None recommended by staff.

FISCAL IMPACT:

No City funds impacted. City will receive \$6,976.16 in proceeds from the sale.

Attachment: Resolution No. 2017-18
Offer Letter from Hotel Winters, LLC
Exhibits

RESOLUTION NO. 2017-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
AUTHORIZING THE SALE OF A STRIP OF PROPERTY
TO WINTERS HOTEL, LLC (DOWNTOWN HOTEL) TO ENSURE CONSISTENCY
WITH PARCEL MAP NO. 5080**

WHEREAS, on November 18, 2014, the City entered into a Disposition and Development Agreement with AKM Railroad, LLC (the “DDA”) for the purchase and sale of certain property that AKM Railroad, LLC intends to develop as a downtown hotel; and

WHEREAS, AKM Railroad, LLC assigned its interests under the DDA to Winters Hotel LLC (the “Developer”) and the Developer assumed the obligations under the DDA; and

WHEREAS, pursuant to the terms of the DDA, the City conveyed certain real property to the Developer; and

WHEREAS, on December 16, 2015, the City’s Planning Commission approved Parcel Map No. 5080, creating two (2) parcels, one of which is to be developed by Developer as a downtown hotel (the “Hotel Parcel”), and the second of which is to be retained by the City as a City parking lot (the “City Parcel”); and

WHEREAS, the Developer has discovered that a 472 square foot strip of property (the “Remainder Property”) that is a portion of the Hotel Parcel was not included in the legal description of the property sold to Developer pursuant to the DDA, and is therefore currently owned by the City; and

WHEREAS, the Developer desires to acquire the Remainder Property from the City so that the property Developer owns is consistent with the Hotel Parcel created by Parcel Map No. 5080, and the City desires to sell the Remainder Property to Developer on terms consistent with the terms of the DDA; and

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

1. The City Council hereby authorizes the sale of the Remainder Property to the Developer for a sales price of \$6,976.16, which is equal to \$14.78 per square foot; and
2. Authorize the City Manager to sign such documentation as is necessary to convey the Remainder Property to the Developer consistent with this Resolution.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 18th day of April, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Nanci G. Mills, City Clerk

Approved as to form:

Ethan Walsh, City Attorney

Hotel Winters LLC

To: Dan McGuire
From: Michael Olivas
cc: Ken Patel
Date: April 4, 2017
Re: Land Transfer Description

Mr. McGuire

On December 16, 2015, the Planning commission approved Resolution 2014-04 to conditionally approve a Parcel Map to merge and re-subdivide the existing seven parcels:

APN: 003-204-002 = 9,006.4± square feet

APN: 003-204-003 = 4,802.0± square feet

APN: 003-204-004 = 15,493.0± square feet

APN: 003-204-005 = 2,593.8± square feet

APN: 003 204-006 = 4,070.7± square feet

APN: 003-204-007 = 6,664.8± square feet

APN: 003-204-018 = 6,004.0± square feet

These parcels were merged and then subdivided into two new lots. Parcel 2 will be the location of the proposed Downtown Hotel.

Parcel 1 – 14,537.8 square feet

Parcel 2 – 34,097 square feet.

Background:

Hotel Winters LLC, purchased the City Land on June 15, 2016 based on the revised Parcel Map. The final Parcel Map was filed and recorded in December 2016 after a Utility Easement Agreement, a Fire Separation and No Build Zone Easement Agreement and a Land Use Covenant and Environmental Restriction Agreement were all recorded on the property.

I was informed by Eric Seastrom, Chief Title Officer for Placer Title that we missed a step in the process, we failed to convey and purchase the strip of property as defined by the attachment, which property was included in the final Parcel Map. Therefore, we would request the City Council to approve the Land Transfer documents and submit the grant deed to Placer Title to close escrow. Hotel Winters LLC will pay the City \$6,976.16 for the 472 square feet. This is based on the \$300,000 paid by Hotel Winters LLC to acquire City's Fire station parcel. The parcel was 20,300 sq. ft. which is \$14.78 per sq. ft. This is the most recent property purchase for vacant land in the core downtown.

This is required to close and record the construction loan, if you have any question please call me.

Thank you

Michael Olivas
Hotel Winters, LLC.
Managing Partner

VARYING WIDTH P.U.E PER
DOC-2016-0000506-00

POINT OF BEGINNING
ABBEY

S65°17'06"W 3.95'

10' WIDE FIRE SEPARATION EASEMENT
PER DOC-2016-0029983-00
AND DOC-2016-0029984-00

STREET

5.00' WIDE PRIVATE SIDEWALK EASEMENT PER
DOC-2016-0000506-00

472.631± SQ. FT. (0.010± ACRES)

FIRST STREET

CITY OF WINTERS
2278 O.R. 463

2017 MAPS 3-4
PARCEL 1

CITY OF WINTERS
DOC-2014-027012-00

WESTERLY LINE
OF PARCEL 2

BASIS OF BEARINGS -
S24°42'54"E 119.99'

N24°42'24"W 119.99'
EASTERLY LINE OF LOT 21

HOTEL WINTERS, LLC
DOC-2016-0015885-00
PARCEL ONE

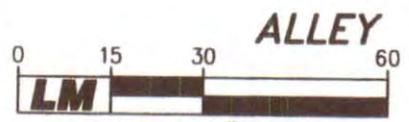
S DEEDS 154

10

HOTEL WINTERS, LLC
DOC-2016-0015885-00
PARCEL TWO

VARYING WIDTH P.U.E PER
DOC-2016-0000506-00

2017 MAPS 3-4
PARCEL 2



SCALE: 1"=30'

Steven B. Killmer
STEVEN B. KILLMER

2017-3-28
DATE



EXHIBIT

FOR

HOTEL WINTERS, LLC

BEING A PORTION OF THE RANCHO RIO DE LOS PUTOS,
TOWNSHIP 8 NORTH, RANGE 1 WEST, MDM
AND BEING A PORTION OF LOT 21 OF BLOCK 10 AS SHOWN ON
THAT MAP TITLED "MAP OF THE TOWN OF WINTERS", RECORDED
IN BOOK S OF DEEDS AT PAGE 154, YOLO COUNTY RECORDS
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

SHEET 1 OF 1

MARCH 28, 2017

#3999

LAND DESCRIPTION

PORTION TO BE TRANSFERRED

THAT portion of real property situate in the City of Winters, County of Yolo, State of California, and being a portion of Rancho Rio de los Potos, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of Lot 21 of Block 10, as shown on that map titled "MAP OF THE TOWN OF WINTERS", recorded in Book 5 of Deeds at Page 154, said County Records, being more particularly described as follows:

BEGINNING at the Northwest corner of Parcel 2 as shown on that map titled "PARCEL MAP NO. 5080 FOR HOTEL WINTERS, LLC", filed in Book 2017 of Maps at Pages 3 - 4, said County Records; thence, from said POINT OF BEGINNING and along the Westerly line of said Parcel 2, South 24°42'54" East 119.99 feet to the Southwest corner thereof; thence, along the Southerly line of said Parcel 2, North 65°17'10" East 3.93 feet to the Southeast corner of said Lot 21; thence, along the Easterly line of said Lot 21, North 24°42'24" West 119.99 feet to the Northeast corner thereof; said point also being on the Northerly line of said Parcel 2; thence, along said Northerly line, South 65°17'06" West 3.95 feet to said POINT OF BEGINNING.

Containing 472.631 square feet (0.010 acres) of land, more or less.

The basis of bearings is the Westerly line of said Parcel 2, shown as S24°42'54"E on said Book 2017 of Maps at Pages 3 - 4.

End of description.




 Steven B. Killmer, L.S.

2017-3-28
 Date

Transfer Parcel:

North: 5035.9380 East : 5149.8335
Line Course: S 24-42-54 E Length: 119.99
North: 4926.9393 East : 5200.0019
Line Course: N 65-17-10 E Length: 3.93
North: 4928.5824 East : 5203.5720
Line Course: N 24-42-24 W Length: 119.99
North: 5037.5884 East : 5153.4194
Line Course: S 65-17-06 W Length: 3.95
North: 5035.9369 East : 5149.8312

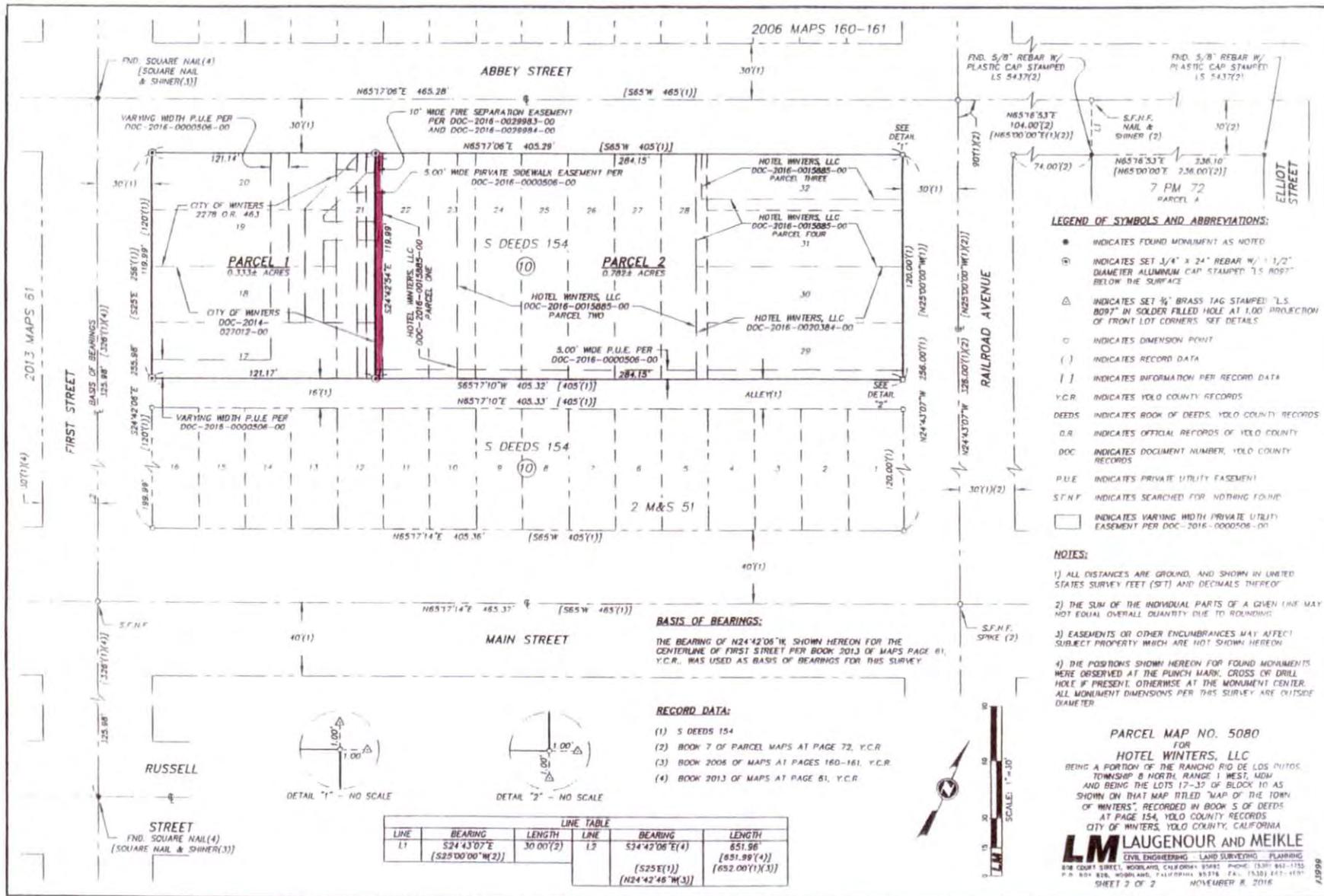
Perimeter: 247.87 Area: 472.631 sq.ft. 0.010 acres

Mapcheck Closure - (Uses listed courses and chords)

Error Closure: 0.0025 Course: S 63-32-36 W

Error North: -0.00114 East : -0.00228

Precision 1: 99,144.00



— PORTION OF PARCEL TWO OWNED BY CITY OF WINTERS

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, BEING THE ONLY PARTIES HAVING RECORD TITLE INTEREST IN ALL OF THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP NO. 5080.

HOTEL, WINTERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:

BY: [Signature] DATE: 11/9/16

PRINTED NAME: MICHAEL S. OLIVAS

TITLE: Managing Member

CITY OF WINTERS, A MUNICIPAL CORPORATION:

BY: [Signature] DATE: 11-29-2016

PRINTED NAME: John W. Donlevy, Jr

TITLE: City Manager

ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Yolo

ON November 9, 2016, BEFORE ME,

Shannon Penino A NOTARY PUBLIC,
PERSONALLY APPEARED

Michael Olivas

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: [Signature]

NAME (TYPED OR PRINTED): Shannon Penino
NOTARY PUBLIC
IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: Yolo

COMMISSION EXPIRES: June 16, 2020

COMMISSION # OF NOTARY: 7156727

ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Yolo

ON November 29, 2016, BEFORE ME,

Tracy S. Jensen A NOTARY PUBLIC,
PERSONALLY APPEARED

John W. Donlevy Jr.

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: [Signature]

NAME (TYPED OR PRINTED): Tracy S. Jensen
NOTARY PUBLIC
IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: Yolo

COMMISSION EXPIRES: December 10, 2016

COMMISSION # OF NOTARY: 2000634

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT AT ITS REGULARLY SCHEDULED MEETING OF October 4, 2016, THE CITY COUNCIL OF THE CITY OF WINTERS APPROVED THIS PARCEL MAP NO. 5080.

DATE: 11/29/16

[Signature]
NAME: Nancy G. Mills
CITY CLERK
CITY OF WINTERS

CITY CONSULTANT'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED PARCEL MAP NO. 5080, AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

[Signature]
CHRISTINE M. JOHNSON
L.S. 8596

DATE: 11-21-16



COUNTY TAX COLLECTOR'S STATEMENT:

I, THE UNDERSIGNED, TAX COLLECTOR AND REDEMPTION OFFICER OF YOLO COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE THERE ARE NO LIENS AGAINST THIS PARCEL MAP NO. 5080, OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE. FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 88-188, I DO HEREBY STATE ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

IN WITNESS THEREOF, THE UNDERSIGNED HAS CAUSED HIS NAME TO BE SUBSCRIBED ON THIS 8th DAY OF December, 2016

HOWARD HEWES
COUNTY TAX COLLECTOR
YOLO COUNTY, CALIFORNIA

BY: [Signature]
DEPUTY

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED PARCEL MAP NO. 5080 AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL APPLICABLE CITY ORDINANCES AND CONDITIONS OF APPROVAL.

DATE: 11-25-2016

[Signature]
JOHN W. DONLEVY, JR.
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF WINTERS

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED PARCEL MAP NO. 5080, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF CHAPTER 2, ARTICLE 3 OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: 11/23/16

[Signature]
ALAN L. MITCHELL, P.E.
R.C.E. 52598
CITY ENGINEER
CITY OF WINTERS

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HOTEL WINTERS, LLC ON DECEMBER 23, 2014. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AS OF THE DATE OF THIS MAP AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature]
STEVEN B. KILLMER



DATE: 11-15-16

RECORDER'S STATEMENT:

FILED THIS 6th DAY OF JANUARY, 2017 AT 9:45

A.M., IN BOOK 2017 OF MAPS, AT PAGES 3-4, AT THE REQUEST OF LAUGENOUR AND MEIKLE.



[Signature]
JESSE SALINAS
YOLO COUNTY CLERK/RECORDER
COUNTY OF YOLO
STATE OF CALIFORNIA

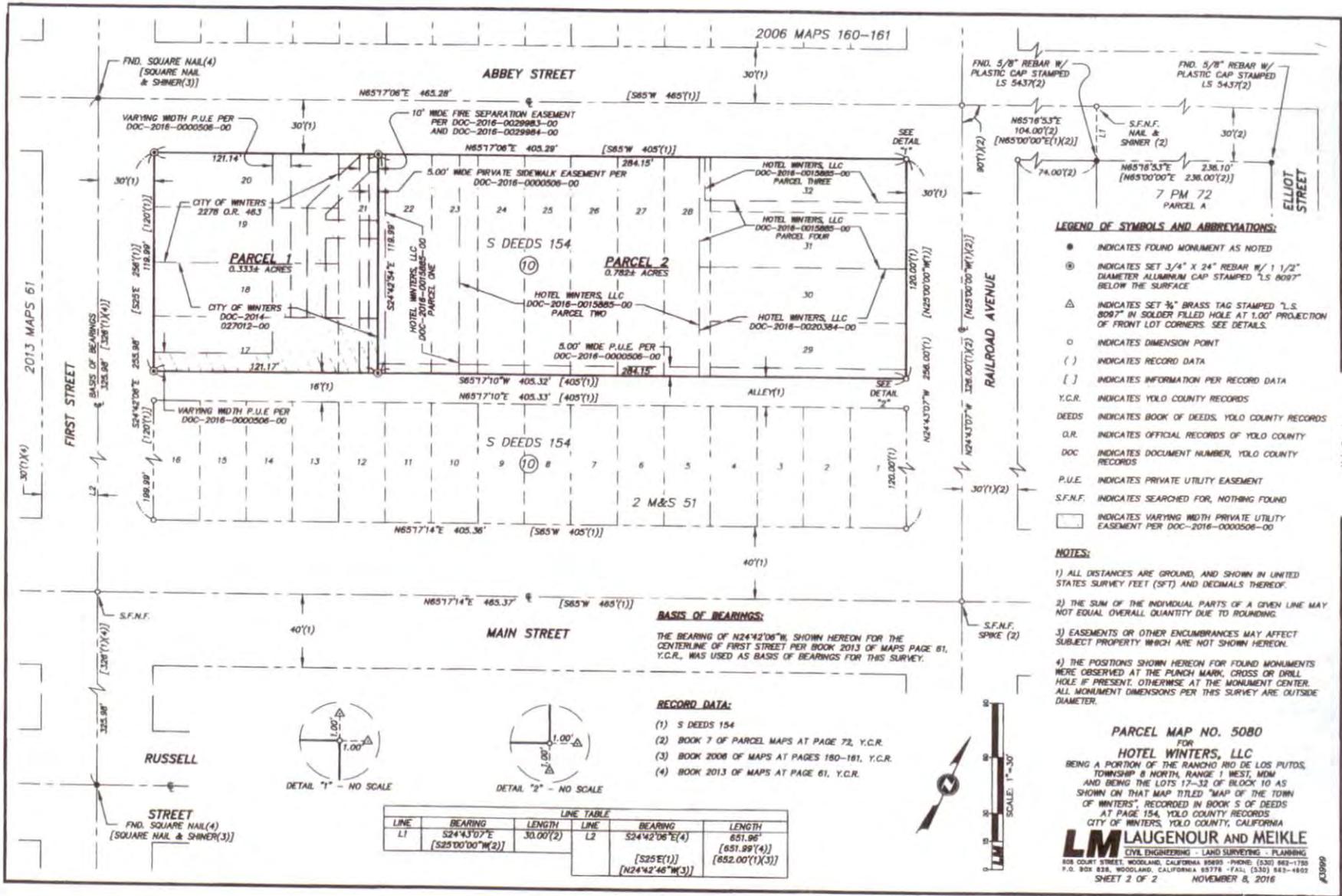
BY: [Signature]
ASSISTANT DEPUTY

PARCEL MAP NO. 5080

FOR
HOTEL WINTERS, LLC
BEING A PORTION OF THE RANCHO RIO DE LOS PUTOS, TOWNSHIP 8 NORTH, RANGE 1 WEST, 160M AND BEING THE LOTS 17-32 OF BLOCK 10 AS SHOWN ON THAT MAP TITLED "MAP OF THE TOWN OF WINTERS", RECORDED IN BOOK 5 OF DEEDS AT PAGE 154, YOLO COUNTY, CALIFORNIA



400 COURT STREET, WOODLAND, CALIFORNIA 95688 - PHONE: (530) 662-1728
P.O. BOX 838, WOODLAND, CALIFORNIA 95718 - FAX: (530) 662-4602
SHEET 1 OF 2 NOVEMBER 8, 2016



LEGEND OF SYMBOLS AND ABBREVIATIONS:

- INDICATES FOUND MONUMENT AS NOTED
- ⊙ INDICATES SET 3/4" X 24" REBAR W/ 1 1/2" DIAMETER ALUMINUM CAP STAMPED "LS 8097" BELOW THE SURFACE
- △ INDICATES SET 3/4" BRASS TAG STAMPED "L.S. 8097" IN SOLDER FILLED HOLE AT 1.00' PROJECTION OF FRONT LOT CORNERS. SEE DETAILS.
- INDICATES DIMENSION POINT
- () INDICATES RECORD DATA
- [] INDICATES INFORMATION PER RECORD DATA
- Y.C.R. INDICATES YOLO COUNTY RECORDS
- DEEDS INDICATES BOOK OF DEEDS, YOLO COUNTY RECORDS
- O.R. INDICATES OFFICIAL RECORDS OF YOLO COUNTY
- DOC INDICATES DOCUMENT NUMBER, YOLO COUNTY RECORDS
- P.U.E. INDICATES PRIVATE UTILITY EASEMENT
- S.F.N.F. INDICATES SEARCHED FOR, NOTHING FOUND
- INDICATES VARYING WIDTH PRIVATE UTILITY EASEMENT PER DOC-2016-0000506-00

NOTES:

- 1) ALL DISTANCES ARE GROUND, AND SHOWN IN UNITED STATES SURVEY FEET (SFT) AND DECIMALS THEREOF.
- 2) THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE MAY NOT EQUAL OVERALL QUANTITY DUE TO ROUNDING.
- 3) EASEMENTS OR OTHER ENCUMBRANCES MAY AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
- 4) THE POSITIONS SHOWN HEREON FOR FOUND MONUMENTS WERE OBSERVED AT THE PUNCH MARK, CROSS OR DRILL HOLE IF PRESENT, OTHERWISE AT THE MONUMENT CENTER. ALL MONUMENT DIMENSIONS PER THIS SURVEY ARE OUTSIDE DIAMETER.

BASIS OF BEARINGS:
 THE BEARING OF N24°42'06"W SHOWN HEREON FOR THE CENTERLINE OF FIRST STREET PER BOOK 2013 OF MAPS PAGE 61, Y.C.R., WAS USED AS BASIS OF BEARINGS FOR THIS SURVEY.

- RECORD DATA:**
- (1) S DEEDS 154
 - (2) BOOK 7 OF PARCEL MAPS AT PAGE 72, Y.C.R.
 - (3) BOOK 2006 OF MAPS AT PAGES 180-181, Y.C.R.
 - (4) BOOK 2013 OF MAPS AT PAGE 61, Y.C.R.

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S24°43'07"E	30.00(2)	L2	S24°42'06"E(4)	651.96'
	[S25°00'00"W(2)]			[S25°E(1)]	[651.99(4)]
				[N24°42'46"W(3)]	[652.00(1)(3)]

PARCEL MAP NO. 5080
 FOR
HOTEL WINTERS, LLC
 BEING A PORTION OF THE RANCHO RIO DE LOS PUTOS, TOWNSHIP 8 NORTH, RANGE 1 WEST, MDM AND BEING THE LOTS 12-32 OF BLOCK 10 AS SHOWN ON THAT MAP TITLED "MAP OF THE TOWN OF WINTERS", RECORDED IN BOOK 5 OF DEEDS AT PAGE 154, YOLO COUNTY RECORDS CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
 CIVIL ENGINEERING - LAND SURVEYING - PLUMBING
 808 COURT STREET, WOODLAND, CALIFORNIA 95693 - PHONE: (530) 963-1790
 P.O. BOX 838, WOODLAND, CALIFORNIA 95776 - FAX: (530) 963-1802

SHEET 2 OF 2 NOVEMBER 8, 2016

Yolo County
 Book of Maps
 2017
 Page 4

43099



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 18, 2017
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Nanci G. Mills, Director of Administrative Services *Nanci*
SUBJECT: Application for Parade Permit for the 81st Annual Youth Day Parade on April 29, 2017

RECOMMENDATION:

Approve the Application for Parade Permit for the 81st Annual Youth Day Parade on Saturday, April 29, 2017, and authorize an annual donation of \$2,500 to the Youth Day Committee.

BACKGROUND:

At the City Council meeting held on April 1, 2008, Council approved a \$2,500 donation to the Youth Day Committee to help support Youth Day festivities, to be paid on an annual basis. Youth Day General Chairman Bob Williams has submitted a request for these funds.

FISCAL IMPACT:

\$2,500 annually

RECEIVED
MAR 30 2017
CITY OF WINTERS

APPLICATION FOR PARADE PERMIT

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

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

DATE OF APPLICATION: March 27, 2017

NAME OF ORGANIZATION: Winters Youth Day

ADDRESS: Po Box 652 Winters CA 95694 TELEPHONE # 530 795-2211
Bob Williams

PURPOSE OF PARADE: Annual Youth Day Parade

TYPE OF CONVEYENCE: Walking, vehicles, horses

NUMBER OF PERSONS OR ENTRIES ENROLLED Approx 75 entries

TYPE OF SAFETY MEASURES PROVIDED: barricades, cones, caution tape, parade
Marshals, general police patrols

CITY SERVICES REQUIRED: police services, barricades, cones, tables+chairs
from Community Center (3 tables, 8 chairs); street closures

DATE & TIME OF PARADE: Saturday April 29 9:45 AM - Noon

PROVIDE MAP OF PARADE ROUTE.

DATE: 3/27/17 C.C. _____

SIGNATURE OF AUTHORIZED APPLICANT: [Signature]

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

APPROVED BY CITY COUNCIL: _____

DATE: _____ BY: _____

DENIED BY CITY COUNCIL: _____

DATE: _____ BY: _____

REASON(S) FOR DENIAL: _____

SHIRLEY ROMINGER INTERMEDIATE SCHOOL

WINTERS MIDDLE SCHOOL

WINTERS CEMETERY

WINTERS HIGH SCHOOL

WAGGONER ELEMENTARY SCHOOL

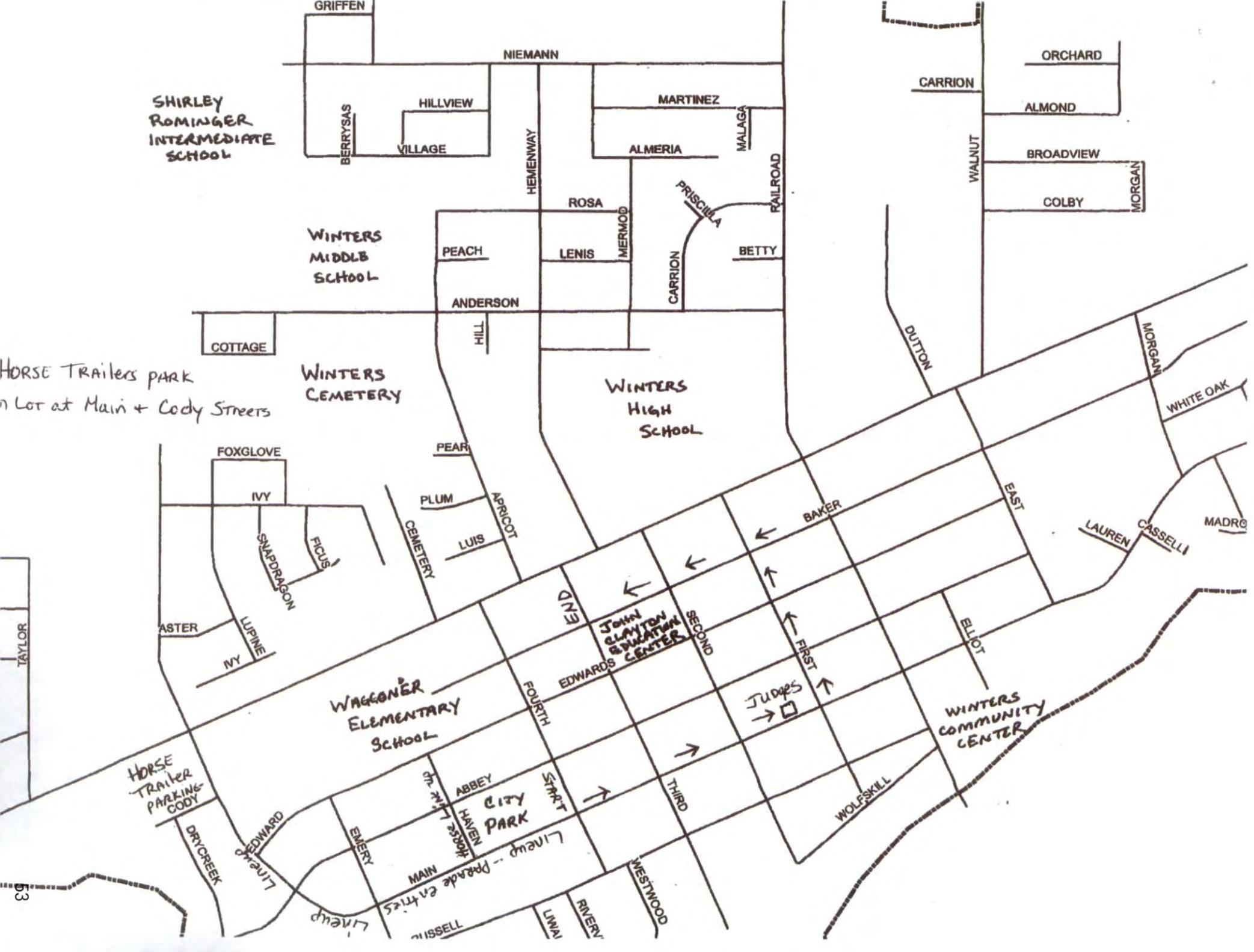
JOHN CLAYTON EDUCATION CENTER

WINTERS COMMUNITY CENTER

CITY PARK

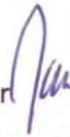
HORSE TRAILERS PARK
n Lot at Main + Cody Streets

HORSE TRAILER PARKING CODY





**CITY COUNCIL
STAFF REPORT**

DATE: April 18, 2017
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Winters Senior Foundation: Elder Day Use of the Community Center

RECOMMENDATION:

That the City Council authorize an allocation of \$800 from the City Council Services Account toward the rental of the Community Center for Elder Day on June 3, 2017.

BACKGROUND:

The City has received a request from the Winters Senior Foundation for the use of the Community Center on June 3, 2017.

From a policy standpoint, the City requires all groups to pay for the use of the Community Center and adhere to the use requirements. The Senior Foundation request would be a one time payment from the City Council in sponsorship of Elder Day.

FISCAL IMPACT:

\$800 from the City Council Services Account.



CITY OF WINTERS CELEBRATES **ELDER DAY**

SATURDAY, JUNE 3, 2017

2:00PM TO 4:00PM

COMMUNITY CENTER, 201 RAILROAD AVE
CITY OF WINTERS

- The City of Winters proclaims forever henceforth, the first Saturday in June shall permanently be known, and celebrated as, ***Elder Day***.
- ***Elder Day*** is the day each year where the entire City of Winters community joins together to celebrate our older adults age *90-years of age and older*.
- Please mark your calendars and plan on attending this wonderful festivity.

FOR MORE INFORMATION CONTACT: WALLY PEARCE @ 530.771.7265 OR EMAIL:
DENROPRO@EMAIL.COM



STAFF REPORT

TO: Honorable Mayor and Councilmembers
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Carol Scianna, Environmental Services Manager *CS*
DATE: April 18 2017
SUBJECT: LED Street Light Upgrade Program from PGE

RECOMMENDATION: Staff recommends that Council receive information on the LED Street Light Upgrade Program offered by PG&E and direct staff to Opt In to the program.

BACKGROUND: Staff has met with PG&E representative to discuss the opportunity to opt in to the LED Street Light Upgrade Program to improve public lighting. PG&E will convert streetlights across the city from older, high-pressure sodium vapor lightbulbs to state-of-the-art LED lamps. The conversions are part of an initiative approved by the California Public Utilities Commission to promote safety and energy efficiency in public lighting. LED streetlights last four times longer than sodium vapor lamps, so the city of Winters will also benefit from a significant reduction in maintenance and replacement costs. Other benefits of the program will be improved lighting coverage, low glare and minimal light contributing to the night sky. The lighting installed will be a white light similar to the ones on south side of Grant Ave in front of St. Anthony's Church.

- The upgrade program will include conversions of 427 PG&E-owned streetlights. Converting the fixtures to LED lamps will reduce greenhouse-gas emissions from Winters' streetlights by 70 percent, and result in initial annual savings of \$3,953 in power costs to the city.
- Streetlight conversions in Winters will begin this spring, and will take two to three weeks to complete. There will be bucket trucks belonging to PG&E contractor DC Electric, with crews of one or two people changing out lamps. PG&E does not expect any disruptions with traffic or parking. Contractors will not need access to private property to complete their work. City crews will need to assist by trimming trees and shrubs that have been identified as obstructions to the install project.

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

COUNCIL MEMBERS

Harold Anderson
Jesse Loren
Pierre Neu

MAYOR

Wade Cowan

MAYOR PRO TEM

Bill Biasi

CITY CLERK

Nanci Mills

TREASURER

Michael Sebastian

CITY MANAGER

John W. Donlevy, Jr.

There is a temporary incremental facility charge(IFC) fee of \$2.81 per light that will be added to our current per light rates that will be charged until the end of 2017, to fund the replacement program. The savings in electrical charges will offset this increase. Once IFC charges are removed the expected savings will be \$18,372 annually. The maintenance charges will remain the same for two years or so as PG&E evaluates the performance and maintenance needs of the new lights.

FISCAL IMPACT: Savings of \$3953 initially and then \$18,372 once IFC is removed

LED Streetlight Upgrade City of Winters

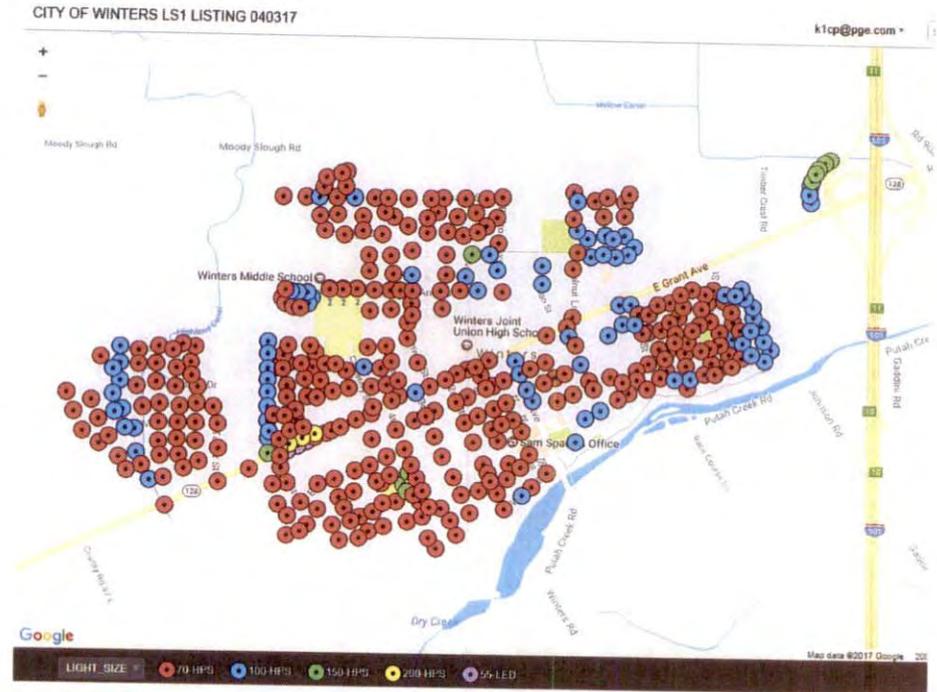
April 7, 2017



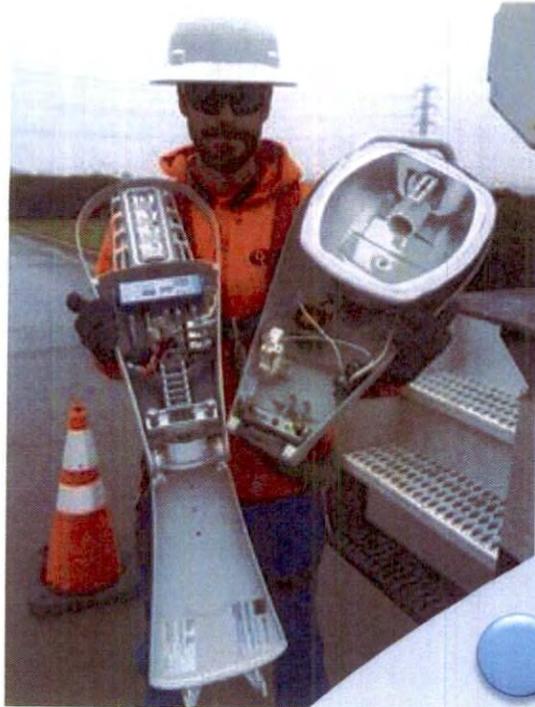
Together, Building
a Better California

LED Streetlight Upgrades

- CPUC approved Program to replace approximately 150,000 PG&E owned, High Pressure Sodium (HPS), non-decorative fixtures with high efficiency LED fixtures
- 50,000,000 kWh estimated annual energy savings across PG&E Territory
- Voluntary Program – Customer of Record must opt-in to participate
- May change fixture wattage – PG&E to provide inventory
- Expected annual savings of about 115,748 kWh and \$3,953



LS1-A Existing HPSV Sizes	LED Like-for-Like Wattage	Per Fixture Annual Savings	NEW Quantity by fixture type	Annual kWh reduction by fixture type	Annual \$ savings by fixture type
70 Watt	29 Watt	\$3.56	328	77,146	\$1,168.99
100 Watt	34 Watt	\$23.18	83	29,780	\$1,924.27
150 Watt	56 Watt	\$43.19	10	4,848	\$431.88
200 Watt	73 Watt	\$71.38	6	3,974	\$428.26
TOTAL			427	115,748	\$3,953.40



Opt-in Meeting

Program review and discussion

Opt-In

Returned inventory with light level adjustments completes the formal "opt-in"

Kick Off Meeting

Kickoff meeting scheduled to finalize start date and review logistics.

Letters Sent

Informational letters sent to residents near fixtures to be upgraded

Installation

Fixture replacement work begins

Completion

Postcards sent to residents indicating installations have been completed

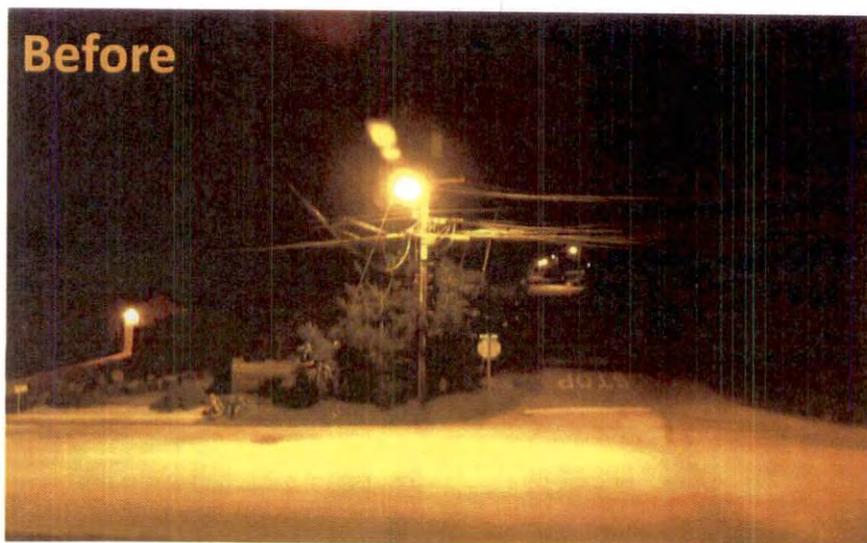


John Sofranac

Manager, Street and Outdoor Lighting / NRD Operations
Pacific Gas and Electric Company

LED Light Fixtures

- Manufactured by CREE
- Substantial energy & GHG reductions
- Long life (20 years vs. 5 years)
- Stable light output
- 4,000 Kelvin CCT, CRI 70
- Full cutoff, low glare and minimal light trespass
- 29, 34, 56, 73, 101 & 139 Watt fixtures





Opting-in

- ✓ Determine if you want to change any wattages from our default values (in the table below).
- ✓ If no changes, you can just send an email indicating you are opting-in with "like for like" to the address below.
- ✓ For wattage changes, input desired LED wattage in **Column "T"** in the tab **"ALL ELIGIBLE FIXTURES ON MAP"**. Return updated spreadsheet to Streetlightupgrade@pge.com

HPS Wattage	LED Wattage
70	29
100	34
150	56
200	73
250	101
400	139

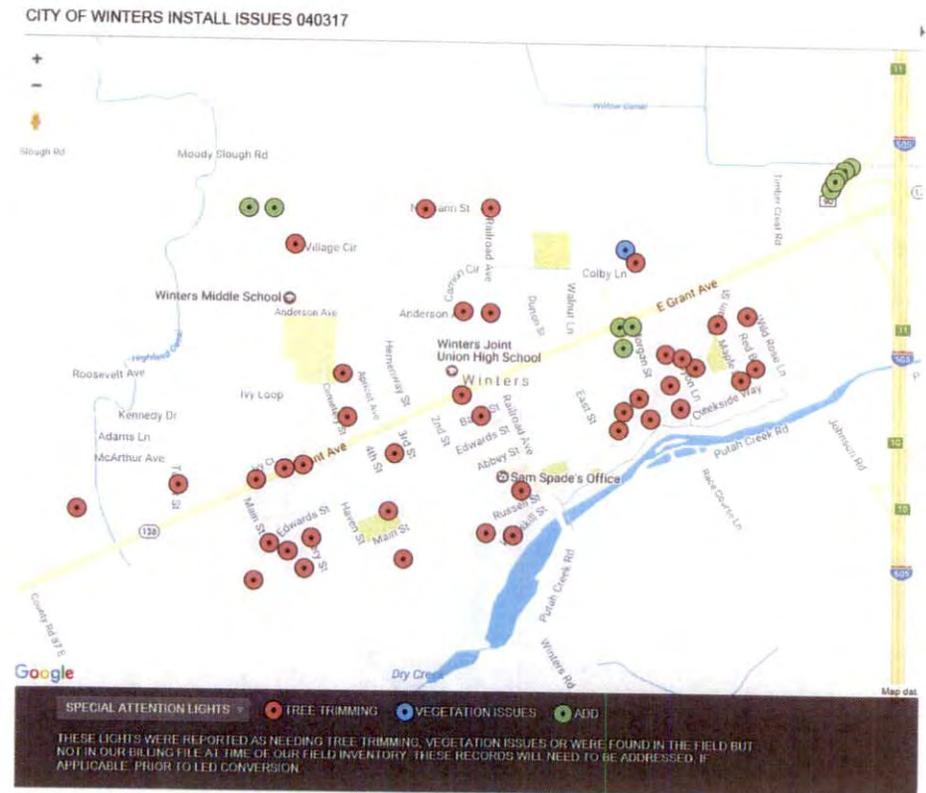
Wattage changes go here



DESC_ADDR	MAP NUM BER	RATE_SC HED	ITEM_CO DE	LITE_SIZ E	LITE_TYP E	DESIRED LED SIZE IF NOT LIKE FOR LIKE
123 Main St.	P210 7	LS1-E	S-H-70	70	HIGHPRE SSURE	
123 Main St.	P210 7	LS1-A	S-H-70	70	HIGHPRE SSURE	
123 Main St.	P210 7	LS1-E	S-H-70	70	HIGHPRE SSURE	
123 Main St.	P210 7	LS1-A	S-H-100	100	HIGHPRE SSURE	
123 Main St.	P210 7	LS1-E	S-H-70	70	HIGHPRE SSURE	
123 Main St.	P210 7	LS1-E	S-H-70	70	HIGHPRE SSURE	
123 Main St.	P210 7	LS1-A	S-H-70	70	HIGHPRE SSURE	

Special Attention Lights

- Collected during inventory in 2016
- City is responsible for any tree trimming or vegetation issues which may impact installation
- Details in column "T" eligible lights tab in your workbook
- Map located on tab 5



Installation of LED Lights

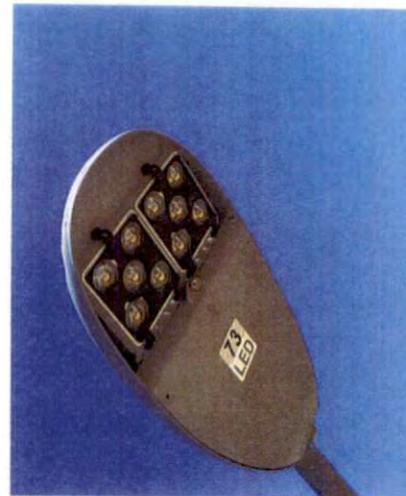
- Approximately 427 PG&E owned lights (LS1) (Does not include decorative or any City owned lights (LS2))
- Bucket trucks with 1 or 2 person crews
- Less than 10 minutes per lamp fixture
- No parking and traffic impacts are anticipated
- Special cases (school zones, etc.) will be coordinated
- Completion within 2-3 weeks (weather pending)



Method	Audience	Timing
Pre-installation letter & fact sheet	Direct to Residents	Mailed 1 to 2 weeks in advance of work
Website	Self Service	Ongoing at: pge.com/streetlightupgrade
Videos	Self Service	Ongoing at: pge.com/streetlightupgrade
Social Media – Facebook, Twitter, Instagram	Broad	Content Available
Joint Press Release (if desired)	Broad	Usually the day before we start field work
Post-installation post card	Direct to Residents	2 weeks post completion

Inquiry Management

- John Ketcherside, a local PG&E specialist will receive and manage inquiries
- Typical inquiries include:
 - General information request
 - Too bright
 - Light intrusion
 - Not enough light
 - Dark sky concerns
- Adding shields or changing wattage is up to the Customer
- Specialist will review inquiries with staff
- Post installation field changes are \$200 per fixture while we are still in the area





LED Outreach Resources

Visit our website at: www.pge.com/streetlightupgrade

Email Us at: Streetlightupgrade@pge.com

Call Us at: (877) 743-2677

Geoff Pollard

Local Customer Experience Program Manager

G1P9@pge.com

415-535-7045

Kristen Silva

Service Solutions Specialist

k1cp@pge.com

925-586-4417

Maria Alvarado

Service Solutions Specialist

MLRI@pge.com

650-477-8381

Tim Kingsbury

Installation Program Manager

tlka@pge.com

415-973-8396

Appendix



Pre Installation Letter



Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177-1400

March 2, 2016

«CUSTOMER_NAME»
OR CURRENT OCCUPANT
«PREM_ADDRESS1»
«PREM_CITY», «PREM_STATE» «PREM_POSTAL»

**PG&E will be upgrading
streetlights in your
community soon.**

Dear «Customer Name»,

In collaboration with the [City or County], Pacific Gas and Electric Company (PG&E) will be upgrading streetlights in your community. As part of our commitment to provide you with safe, reliable, and affordable energy, PG&E is replacing its PG&E-owned non-decorative streetlights with energy efficient and longer lasting Light-Emitting Diode (LED) fixtures.

Why LEDs?

LED streetlights use 50-75% less energy than the current High Pressure Sodium Vapor (HPSV) bulbs and significantly reduce greenhouse gas emissions. New LED streetlights provide a more natural-looking light, which will last up to four times longer than HPSV bulbs. The optical technology of LED luminaires creates more evenly distributed light, resulting in greater visibility for pedestrians and drivers alike.

What you can expect

Our work is expected to begin [in approximately two weeks/ actual date]. We will be replacing [# of PG&E-owned streetlights in the City of XXX]. The installation will take approximately 10 minutes per lamp fixture. Please keep in mind that our schedule is dependent on safe weather and field conditions.

PG&E will not need to enter your property, and you do not need to be present while we complete this work. There will be no disruption to your electrical service. All PG&E and contractor personnel are required to carry valid photo identification and are happy to provide it upon request.

How can I learn more?

If you have any questions about this work, please contact your local Customer Outreach Specialist, [Specialist Name] at [Specialist number] or send an email to streetlightupgrade@pge.com. We will make every attempt to respond to your inquiry within one to two business days. More information is also available online at www.pge.com/streetlightupgrade.

Thank you for your cooperation as we work to enhance the safety and reliability of electric service in your community.

Pacific Gas and Electric Company estará modernizando el alumbrado público en su comunidad

En colaboración con la ciudad o el condado donde usted vive, Pacific Gas and Electric Company (PG&E, por sus siglas en inglés) estará modernizando el alumbrado público en su comunidad. Como parte de nuestro compromiso de proveerle energía segura, confiable y asequible, PG&E está reemplazando su propio alumbrado público no decorativo, con dispositivos de diodo emisores de luz (LED, por sus siglas en inglés) que son más eficientes y de mayor duración.

PG&E no tendrá que entrar a su propiedad, y usted no necesita estar presente mientras completamos el trabajo. No habrá interrupción en su servicio eléctrico. Todo el personal de PG&E y sus contratistas tienen la obligación de portar una identificación con foto vigente y facilitarla cuando sea solicitada.

Gracias por su cooperación mientras efectuamos nuestro trabajo para mejorar la seguridad y la confiabilidad del servicio eléctrico en su comunidad.

Si usted tiene alguna pregunta acerca de este proyecto o cuándo se llevará a cabo esta obra, por favor llame a nuestro número de programa gratuito 877-743-2677 y deje un mensaje. Nosotros le devolveremos la llamada tan pronto como sea posible.



ILLUMINATING THE IMPACT OF LED STREETLIGHTS

**LED FIXTURES USE
50-75% LESS ENERGY**
THAN TRADITIONAL HPS* BULBS

THIS TRANSLATES INTO POTENTIAL
ENERGY SAVINGS OF MORE THAN

50 MILLION kWh PER YEAR

THAT'S ENOUGH ENERGY TO POWER:

**2,337 HOMES FOR
ONE YEAR**

OR

BINGE-WATCH
33 SEASONS OF
YOUR FAVORITE
TV SHOW WITH

**ONE MILLION
OF YOUR CLOSEST FRIENDS**

IT'S THE ENERGY EQUIVALENT OF:

SAVING THE SAME AMOUNT OF CARBON
THAT

**248,313
TREE SEEDLINGS**
WOULD CONSUME OVER
10 YEARS

OR

THE YEARLY AMOUNT OF
POLLUTION
GENERATED BY **2,035
CARS**

Learn more about the LED Streetlight Upgrade Program at pge.com/streetlightupgrade

*High Pressure Sodium Vapor (HPS) AS fixtures are based on annual projected savings from PG&E's Streetlight Upgrade Program. In 2015 throughout PG&E territory and http://www.pge.com/energy/streetlights-upgrade-program/led-streetlights-upgrade

SWITCHING TO LED STREETLIGHTS COULD
SAVE THE SAME AMOUNT OF POLLUTION THAT

**2,035
CARS**
GENERATE ANNUALLY

THE ENERGY SAVED BY SWITCHING TO
LED STREETLIGHTS COULD POWER

**2,337 HOMES FOR
ONE YEAR**

SWITCHING TO LED
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**248,313
TREE SEEDLINGS**
WOULD CONSUME OVER
10 YEARS

THE ENERGY SAVED BY SWITCHING TO LED
STREETLIGHTS IS EQUAL TO

BINGE-WATCHING 33 SEASONS
OF YOUR FAVORITE TV SHOW WITH

ONE MILLION OF YOUR CLOSEST FRIENDS

Savings Model

Savings Model ~ HPSV to LED replacement for LS1 Streetlights

Illustration of Monthly Savings Per Lamp using PG&E's Proposed LED Replacement Program for Non-Decorative LED Fixtures.
 March 1, 2017 Tariffs, Model assumes LS1-A 120Volts

HPSV Light Annual Charge

LS1-A Existing HPS Sizes	Current Monthly Facility Charge	kWh per Month	Current Monthly Energy Charge	Current Monthly Total Charge	Quantity of each fixture type	Annual kWh by fixture type	Annual \$ cost by fixture type
70 Watt HPS @	\$6.51	29	\$4.60	\$11.12	328	114,144	\$ 43,756.51
100 Watt HPS @	\$6.51	41	\$6.51	\$13.02	83	40,836	\$ 12,969.91
150 Watt HPS @	\$6.51	60	\$9.52	\$16.04	10	7,200	\$ 1,924.56
200 Watt HPS @	\$6.51	80	\$12.70	\$19.21	6	5,760	\$ 1,383.34
250 Watt HPS @	\$6.51	100	\$15.87	\$22.39	0	-	\$ -
400 Watt HPS @	\$6.51	154	\$24.45	\$30.96	0	-	\$ -
					427	167,940	\$ 60,034.32

NOTE: All rates and charges current as of March 1st 2017

LED Light Annual Charge

Proposed LED Size	Current Monthly Facility Charge	kWh per Month	Temporary Incremental Facility Charge	Current Monthly Energy Charge	Proposed Monthly Total Charge	Quantity of each fixture type	Annual kWh by fixture type	Annual \$ Cost by fixture type
29 Watt	\$6.51	9.4	\$2.81	\$1.49	\$10.82	328	36,998	\$ 42,587.52
34 Watt	\$6.51	11.1	\$2.81	\$1.76	\$11.09	83	11,056	\$ 11,045.64
56 Watt	\$6.51	19.6	\$2.81	\$3.11	\$12.44	10	2,352	\$ 1,492.68
73 Watt	\$6.51	24.8	\$2.81	\$3.94	\$13.27	6	1,786	\$ 955.08
101 Watt	\$6.51	35.0	\$2.81	\$5.56	\$14.88	0	-	\$ -
139 Watt	\$6.51	47.0	\$2.81	\$7.46	\$16.79	0	-	\$ -
						427	52,192	\$ 56,080.92

% energy & GHG reduction

68.9%

Instructions

- 1.) Enter quantity of each wattage of existing HPSV fixtures in col H
- 2.) Enter quantity of each wattage of LED fixture in column S

NOTE: Shown facility charges are for LS1-A's. While facility charges vary for other LS1 rates, the net dollar and energy savings are accurate for all LS1 rates.

LS1-A Existing HPSV Sizes	LED Like-for-Like Wattage	Per Fixture Annual Savings	NEW Quantity by fixture type	Annual kWh reduction by fixture type	Annual \$ savings by fixture type
70 Watt	29 Watt	\$3.56	328	77,146	\$ 1,168.99
100 Watt	34 Watt	\$23.18	83	29,780	\$ 1,924.27
150 Watt	56 Watt	\$43.19	10	4,848	\$ 431.88
200 Watt	73 Watt	\$71.38	6	3,974	\$ 428.26
250 Watt	101 Watt	\$90.05	0	-	\$ -
400 Watt	139 Watt	\$170.05	0	-	\$ -
			427	115,748	\$ 3,953.40

Additional Savings Post IFC	Total Savings Post IFC
\$11,076	\$12,245
\$2,803	\$4,727
\$338	\$770
\$203	\$631
\$0	\$0
\$0	\$0
\$14,418.94	\$18,372





**CITY COUNCIL
STAFF REPORT**

DATE: April 18, 2017
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Proclamation- Community Values and Affirmations

RECOMMENDATION:

That the City Council adopt A PROCLAMATION REGARDING COMMUNITY VALUES AND AFFIRMATIONS

BACKGROUND:

In recent months, there has been a request from residents that the City consider the adoption of a proclamation the City's values and the importance of keeping Winters a kind and homogeneous community which promotes collaboration, diversity and the importance of communication and acceptance as core community values.

The Hispanic Advisory Committee was approached by a group and began working on a Values and Affirmation statement for the City. The final product is contained in the Proclamation which is presented for adoption.

The Proclamation is meant to present the following:

Statement of Purpose

The Affirmation of Winters Community Values expresses the values of our community: inclusion of all, acceptance of diversity, and the promotion of safety, community engagement, collaboration, and personal growth and improvement.

Community Values and Affirmation

April 18, 2017

Page 2

What is the purpose of this Proclamation?

The Affirmation of Winters Community Values serves as a welcoming statement for newcomers and as a strong foundation upon which local initiatives can build programs and services that enhance our community.

Examples include: open City Council meetings; the activities of the Hispanic Advisory Council; support for local agriculture, businesses and labor; community-focused policing; public education; athletics and arts organizations; food for the hungry; assistance for the elderly; service organizations like Rotary Club; Park Restoration, and community building activities like Youth Day.

If adopted, the City will include it on our website and make it available to residents and businesses.

FISCAL IMPACT:

None by this action.



A PROCLAMATION REGARDING COMMUNITY VALUES AND AFFIRMATIONS

WHEREAS, *Winters is a community committed to creating an environment where **inclusion and diversity** matter, bringing a richness to the lives of all who live, do business and visit our town.*

WHEREAS, *Our community is **safe**. We are multigenerational and multi-cultural, embracing our history, heritage, differences and the common grounds we share. Winters is a community which knows and looks out for each other. Our residents protect each others' rights.*

WHEREAS, *Winters is a town which actively solicits the **input and engagement** of our residents because we know it makes our community stronger. The ability to talk in civil tones, be hard on the issues and soft on the people is a critical part of citizen involvement. Engagement which is interest based and constructive has helped build Winters into a thriving community.*

WHEREAS, ***Collaboration** is an important value in Winters, enabling diverse interests to produce incredible results which make a difference in the lives of our residents.*

WHEREAS, *Our community, through education and outreach works to "**cultivate and inspire**" all persons to grow. The agricultural heritage of Winters serves as an essential foundation for encouraging persons of all demographics and orientations to work collectively to improve themselves and the community as a whole.*

WHEREAS, *Winters is a community which works for the benefit of ALL persons regardless of socio-economic, religious, gender or ethnicity. **Winters is Winters** because we are a place where **people are welcome and accepted**.*

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Winters is committed to keeping Winters a community which values our residents, businesses and visitors.

PASSED AND ADOPTED this 18th day of April, 2017.

Mayor Wade Cowan

Mayor Pro Tem Bill Biasi

Council Member Harold Anderson

Council Member Jesse Loren

Council Member Pierre Neu

City Manager John W. Donlevy Jr.

ATTEST: Nanci G. Mills, City Clerk