



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, August 15, 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, August 1, 2017 (pp. 4-12)
- B. Project Acceptance and File Notice of Completion for Downtown Water and Storm Drain Improvement Project (pp. 13-16)

PRESENTATIONS

Swearing in of Police Officer – Victor Barajas

Fire Department Presentation

DISCUSSION ITEMS

- 1. Consideration of Resolution No. 2017-43, Approving a Public Improvements Reimbursement Agreement between the City of Winters and HBT of Winters Highlands LLC (Stone's Throw Development) (pp. 17-32)
- 2. Parking Study Update (pp. 33-38)
- 3. Succession Planning (pp. 39-41)

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

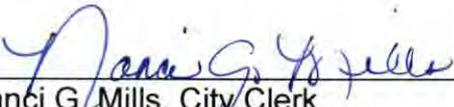
- 1. None
-

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the August 15, 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 August 10, 2017, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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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 August 1, 2017

5:30 p.m. – Executive Session

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Manager

Mayor Cowan said there was no reportable action taken in Executive Session.

6:30 p.m. – Regular Session

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, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Environmental Services Manager Carol Scianna, Building Official Gene Ashdown, and Management Analysts Kristine DeGuerre, Dago Fierros and Tracy Jensen.

Kurt Balasek led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Neu, second by Council Member Loren 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, July 18, 2017
- B. Resolution 2017-39, a Resolution of the City Council of the City of Winters to Approve a Grant Deed for a Public Right of Way and Public Utility Easement - Niemann Street
- C. Public Improvement Agreement for Chevron/Starbucks Project
- D. Second Reading and Adoption of Ordinance 2017-03, an Ordinance of the City Council of the City of Winters for the Amended and Restated Development Agreement for the Property known as Creekside Estates (40-lot subdivision) Located Near the Intersection of Grant Avenue and Main Street, between the City of Winters and the Catholic Bishop of Sacramento a California Corporation Sole
- E. Request for Street Closure for Annual Earthquake Festival
- F. City Park Futsal Court Project Painting & Striping

City Manager Donlevy gave an overview. Council Member Biasi recused himself for Item F due to the proximity of his residence to the City Park Futsal Court, and indicated a "no" vote on Item D. Council Member Anderson recused himself from Item E due to a possible conflict of interest.

Motion by Council Member Loren, second by Council Member Neu to approve Consent Items A, B, and C. Motion carried with the following vote:

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

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

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

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

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

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

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

DISCUSSION ITEMS

1. Public Hearing and Adoption of Resolution 2017-35, a Resolution of the City Council of the City of Winters Regarding a Comprehensive User Fee Update

Director of Financial Management Shelly Gunby gave an overview. Mayor Cowan opened the public hearing at 6:39 p.m. and closed the public hearing at 6:39 p.m. with no public comment.

Shelly confirmed the fees have not increased since 2004. City Manager Donlevy said the approach is a moderate increase, recommending less than 50% recovery. The City doesn't want to persuade people from coming in and getting permits. Shelly said the fees are being kept down in recreation to encourage everyone to participate.

Mayor Cowan said he is not happy with raising fees, which the State of California excels at. But if you look at the big picture, a 7% increase is minimal after not raising the fees for 14 years. It becomes a health and safety issue if rates are too high and people don't pull permits. City Manager Donlevy said the resolution includes escalation, allowing increases to be approved by Council without completing a new user fee study. Council Member Biasi said he would like this item to come back to Council annually for review. Shelly said the proposed fees will become effective 9/1/2017, if approved.

Motion by Council Member Neu, second by Council Member Loren to approve Resolution 2017-35, revising the building, planning, public works/engineering, police, fire, and recreation fees as presented. Motion carried with the following vote:

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

2. Public Hearing and Adoption of Resolution 2017-42, a Resolution of the City Council of the City of Winters to Consider the Addition of Commercial Mixed Organic to the Waste Management Agreement

Environmental Services Manager Carol Scianna gave an overview and confirmed the City will conduct outreach with local commercial businesses regarding their mixed organics/green waste. Council Member Biasi asked what businesses are currently doing with their green waste and if they're getting this service free of charge. Carol said most green waste is going into the garbage can. Mayor Cowan asked if all businesses will be provided with multiple containers and Kayla from Waste Management said businesses will be able to downsize other bins to offset space and accommodate additional bins. Compactors and big bellies will be available, with sensors to notify WM when the bin is full. Normal pickup service is 2 times per week, but can be increased to 5 days a week if needed. Many options will be available and there will be a learning process for the commercial businesses. City Manager Donlevy said the ability for businesses to cooperate with each other is critical. Kayla and Carol, along with the route manager or district manager, will go out into the community and educate folks about this new service and to also let them know there will be no more storing bins on City property. A proactive recycling program is needed, as well as compactors, and businesses will be encouraged to manage their waste. Businesses will also be given the opportunity to share containers.

Mayor Cowan opened the public hearing at 7:03 p.m. and closed the public hearing at 7:03 p.m. with public comment.

Motion by Council member Biasi, second by Council Member Neu to approve Resolution 2017-42 approving the addition of commercial mixed organic to the Waste Management agreement. Motion carried with the following vote:

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

3. Public Hearing and Adoption of Resolution 2017-41, a Resolution of the City Council of the City of Winters Confirming Delinquent Solid Waste Bills and Requesting Collection of Charges on Tax Roll

Director of Financial Management Shelly Gunby gave an overview and said residents have the opportunity to come in and pay their outstanding bill before 8/8 to be removed from the lien list. Waste Management will then submit a revised list of outstanding liens to the County by 8/10.

Mayor Cowan opened the public hearing at 7:06 p.m. and closed the public hearing at 7:06 p.m. without public comment.

Motion by Council Member Loren, second by Council Member Neu to approve Resolution 2017-41 confirming delinquent solid waste bills and requesting collection of charges on the tax roll. Motion carried with the following vote:

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

4. Resolution 2017-40, a Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills

Director of Financial Management Shelly Gunby gave an overview and said the same payment deadlines apply for these outstanding City utility bills as those in the prior agenda item regarding outstanding WM bills. Shelly explained that this process is done annually.

Motion by Council Member Neu, second by Council Member Biasi to approve Resolution 2017-40 confirming delinquent utility bills. Motion carried with the following vote:

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

5. Yolo Habitat Conservancy EIR/EIS Presentation and Public Comment

City Manager Donlevy introduced Heidi Tschudin, the Yolo HCP/NCCP Project Manager (Habitat Conservation Plan/Natural Community Conservation Plan), who provided a detailed power point presentation on behalf of the Yolo Habitat Conservancy, a local JPA that includes Yolo County and the cities of Davis, W. Sacramento, Woodland and Winters. The two components include the Federal component (HCP) and the State counterpart (NCCP), which is a requirement of the application for the State Fish & Wildlife. Heidi introduced Board Member

Pierre Neu, Advisory Committee member Glen Holstein, CNPS/Tuleyome, Chris Alford, YHC Deputy Director and Administrative Assistants Shawna Stevens and Susan Gardini. Heidi said the Conservancy and the U.S. Fish and Wildlife Services released drafts on June 1st and are accepting comments on the Public Review Draft Plan and Draft EIS/EIR (Environmental Impact Statement /Environmental Impact Report) during the 90-day period ending on August 30, 2017. The EIS/EIR is required to comply with NEPA and CEQA, respectively. The plan area is 653,549 acres from willing landowners and includes 19,013 acres of covered activities and 33,362 acres of conservation. Heidi reviewed the current 12 covered species, reviewed the existing project-by-project approach and the proposed regional HCP/NCCP approach for a development application, and compared the two. Heidi also described the land cover fees, including a standard fee and wetlands fee, and said the cost of the plan will be \$371 million dollars over a 50-year permit term. The funding of the plan will be derived from HCP/NCCP fees for covered activities (64%), State & Federal funding (21%), local funding match (12%), and interest income (3%).

Heidi introduced Sean Bechta of Ascent Environmental, who is serving both the Conservancy and U.S. Fish & Wildlife, gave an overview of the draft EIS/EIR.

Glen Holstein said this plan will be a tremendous boon for Yolo County by helping to meeting its conservation goals. There were ups and downs during the first few years, but the JPA brought in a management team who created magic. These can be wonderful improvements and this plan was very successful in E. Contra Costa County.

Roberto Valdez from Vacaville said Solano County has been working on a plan for 15+ years and the NCCP Partners in Solano County are still talking about it. He encouraged Council to support the plan and endorse it and everyone will win whether you support environment or development. Work together for the benefit of the community and the environment and establish corridors for the species.

Council Member Biasi asked if the plan will get revised if a species is removed from the endangered list. Heidi said even if a species falls off the list, the plan will include future protected species so the plan will not be revised. He also asked if the conservancy would be restricted from planting grapes or orchards if land is purchased by the conservancy and Heidi said yes, row crops provide a better habitat and a natural corridor for species.

Council Member Neu said the plan is a win-win. It is good for the environment, developers and the community. To go another way may be more expensive. The fees are known and it is a worthwhile plan to support. Council Member and Alternate Board Member Loren said if the plan is in place, Winters can mitigate locally and keep the dollars in Yolo County. This is a comprehensive plan for 12 species, would streamline the permitting process and improve the habitat in Yolo County by establishing a corridor. She appreciates the long-term plan and

supports it. Council Member Anderson said the plan has evolved into something palatable and it's the best way to help a number of species.

City Manager Donlevy asked what would happen if the federal agencies changed their mind. Is the plan still a moving ball? Does the plan have certainty? Heidi said they could change their mind, but she doesn't anticipate it. This is their document too. Mayor Cowan asked if the total acreage includes 8,000 acres that is already conserved. Heidi said yes, 8,000 acres have already been conserved and don't need to be purchased. Permit fees plus three sources of local match and anticipated state and federal grants will fund the program. The financial analysts were extremely conservative and they anticipate that this will be an easier plan to fund.

Bruce Guelden submitted comments in writing, asking about the status of the 18-page document and asked why it is not incorporated into this document. Heidi said Jim Estap, biologist and expert on the Swainson's Hawk, was commissioned by the conservancy to substantiate the working landscape basis was valid, a program they have been advocating. The proposed approach would not harm the Swainson's Hawk. Jim's report is part of the record and will be referenced as part of the plan as the plan sites the report. They don't propose to include it as it is not necessary as it was a basis for the plan. Bruce asked if the plan can be made accessible and Heidi said it is currently on the website at: (<http://www.yolohabitatconservancy.org/documents>) Council Member Loren identified several areas where the report is embedded in the document.

Council Member Anderson asked if the 3% interest had to be generated on the reserves and also asked who is managing the bank account. Chris said an endowment fund has been set aside for existing contributions. It is currently being held in the County treasury but will soon be transferring out of the treasury system and into the Silicon Valley Community Foundation.

Mayor Cowan thanked Heidi for a very thorough presentation.

6. Resolution 2017-36, a Resolution of the City Council of the City of Winters Amending the 2017-2018 Operating Budget for the City of Winters

City Manager Donlevy said two fiscal years in a single budget cycle allows for maximum flexibility and the past two years have been extremely difficult as the City anticipated projects that have not yet started. New Public Safety positions that were added in anticipation of development will now be removed. Director of Financial Management Shelly Gunby said the City will receive the final remittance from the County in mid-August, the City has not received projected building permit fees of \$282,000, and TOT projects totaling \$606,000 will not be realized until 2017/2018. City Manager Donlevy said this has possibly been the

most difficult budget year for the City, while we have experienced the highest property tax increase in the County this year.

Council Member Biasi asked about the property tax that we anticipated receiving from the PG&E project. Shelly said the 9.63% of the assessed value goes into a state pool and is allocated out. The City won't see the \$78 million dollar assessed value of the project, but will receive a trickle down. City Manager Donlevy said the benefit to the City will be the ancillary businesses that will work with PG&E by having 140 people here daily - hotels, gas, restaurants, TOT. This is where we will reap the benefits. PG&E will be the catalyst project. Council Member Loren asked for an update on the Fairfield Inn project. City Manager Donlevy said calls have been made to the developer to get their plans submitted, market studies show they have purchased the property, and they expect to be in the ground by October. The Domus project is one tax credit away from getting funding and they're hoping to pull permits by December.

Motion by Council Member Neu, second by Council Member Anderson to approve Resolution 2017-37 amending the 2017-2018 operating budget. Motion carried with the following vote:

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

7. Draft Storm Water Management Plan

Environmental Services Manager Carol Scianna gave a brief overview and introduced Michelle Kinaan, Senior Geologist with Wallace Kuhl, who said they were hired using grant funding received from WRA to assist the City in developing a comprehensive storm water management plan. After a windshield survey tour was completed, 13 facilities were identified that could impact storm water drains, and which facilities are already considered industrial businesses, who require their own coverage. Programs in other cities of similar size were researched in order to develop a plan for our City. A City of Winters Storm Water Management Program newsletter was created and will be followed up with community outreach and education.

Council Member Loren identified two popular events in the community, the Earthquake Festival in August and the Carnitas Festival in September where this information can be dispersed. Council Member Biasi asked where we're at regarding bio-swells and Carol said she's working on a grant to receive Prop. 1 funding, as well as funding from a second source. Council Member Biasi said the list of City businesses included those outside of the City and County limits

and Mayor Cowan said some businesses are on the list, some aren't, and some are shown twice. Kurt Balasek of Wallace Kuhl said the list can be corrected.

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

1. None

CITY MANAGER REPORT: Testified before the State Water Resources Board, who ended the maximum contaminant level (MCL) for Chromium 6 (50 ppb). A new MCL will be adopted at a later date. A pre-construction meeting was held for the roundabout project, with construction slated to begin on 8/14. The engineering team will hold meetings with the affected businesses. Vintage Paving will be the contractor for this project. A memorial service for Howard Hupe will be held on Sunday @ 4:30 p.m. at the Community Center. The Winters Theater Company, Winters Senior Foundation and Winters Rotary came together to host this event.

ADJOURNMENT: Mayor Cowan adjourned the meeting at 8:47 in memory of Dale Brewer, Winters resident and 45-year employee with the Winters School District, and Howard Hupe, the best non-Winters resident the City has ever had.

Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: August 15, 2017
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Alan Mitchell, City Engineer
SUBJECT: Project Acceptance - Downtown Hotel - Water and Storm Drain Improvements, PN 17-01

RECOMMENDATION: Staff recommends the City Council Staff recommends that City Council: accept the Downtown Hotel - Water and Storm Drain Improvements, PN 17-01 as complete, and direct the City Clerk to file a Notice of Completion.

BACKGROUND: On May 2, 2017, City Council awarded a construction contract to CE Cox General Engineering in the amount of \$284,530.00. The improvements included replacement of the water line and services in the alley between Railroad and First, and installation of a drainage system for the alley and parking lot across from City Hall. CE Cox General Engineering recently completed the project and the improvements have been deemed acceptable by City staff. Therefore, staff recommends the City Clerk file a Notice of Completion with the County. The Notice of Completion is attached.

FISCAL IMPACT: The final construction cost of the project is \$294,544.09, which is within the authorized amount of \$312,530.00. The construction was funded from Water Capital (612), Sewer Capital (622), and Water Bonds (615). The Project Budget Sheet is attached.

Attachment: Notice of Completion
Project Budget Sheet

Recording Requested by:

CITY OF WINTERS

And when recorded mail to:

Nanci G. Mills, City Clerk
318 First Street
Winters, CA 95694

Space above this line for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is the owner of the interest or estate in the hereinafter described real property, the nature of which estate or interest is fee simple.

The full name and address of the owner and of any and all co-owners is the City of Winters, 318 First Street, Winters, CA 95694.

The nature of the title of the undersigned is City Manager.

The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint Co-owner's Name(s) and Complete Address: None.

The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint Co-owner's Name(s) and Complete Address: N/A

The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to, include, but are not limited to the following individuals: None

A work of improvement on the property described below was completed on: August 15, 2017.

The names of the original contractor, if any, for the work of improvement was: C.E. Cox General Engineering, 8668 Elm Avenue, Orangevale, CA 95662.

The kind of work done or finished was the completion of the Downtown Water and Storm Drain Improvements, Project No. 17-01.

The property on which the work of improvement was completed is within the City of Winters, County of Yolo, State of California, and is located at Newt's Expressway between Railroad Avenue and First Street.

Dated this 15th day of August, 2017.

(Owner's Signature)

John W. Donlevy, Jr.
(Owner's Typed or Printed Name)

VERIFICATION

I, the undersigned, say:

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

August 15, 2017, Winters, CA
(Date and Place)

(Signature) Nanci G. Mills, City Clerk

This form is the notice of completion that a property owner may record to limit the time in which mechanics' liens may be recorded against a construction project (refer to Civil Code Section 3093.) For this purpose, an owner is the person who causes a building, improvement, or structure to be completed, modified, or fixed, whether the interest or estate is in fee, as a vendee under contract or purchase, as lessee, or other interest or estate less than fee. If the interest is held by two or more persons as joint tenants or tenants in common, any one or more of the co-tenants may be deemed to be the owner. (Civil Code Section 3092(g), 3093.) **This form is for use with a private work of improvement only, and is not intended for public sector application.**

If the owner records the notice within the applicable time period, the original contractor has sixty (60) days from the day the notice is recorded to record a claim of lien against the project (Civil Code Section 3115(b)); and all other persons who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (Civil Code Section 31.) Otherwise, all persons who furnished labor, services, equipment, or materials have ninety (90) days after completion of the work of improvement in which to record their liens (Civil Code Sections 3115, 3116.)

The owner must record the notice in the office of the County Recorder of the county where the site is located within ten (10) days after the work of improvement is completed (Civil Code Section 3093.) This applies equally to the project which is completed in phases. A notice of completion must be filed within ten (10) days after the completion of each phase of the project to shield the owner properly (Civil Code Section 3117.)

Downtown Water and Storm Drain Improvements Project Budget Sheet

CIP#: 17-01
Last Updated: August-17
Project Owner: Public Works
Project Manager: Alan Mitchell

MTIP #
Original Approval: December-2016
Project Resource: Consultant

Description:

Design and construction of new water line in the alley, to replace old and non-standard water line. Design and construction of drainage system to serve alley, city parking lot adjacent to Hotel, and Abbey Street.

Authority:

The City is responsible for upgrade and maintenance of public infrastructure.

Budget:						
Item	%	Amount	Item	%	Amount	
Project Management		\$5,000	Design		\$15,000	
Testing and Inspection		\$10,000	Permits		\$0	
Pre-Design		\$0	Construction		\$284,530	
Right of Way/Utility Relocation		\$2,000	Contingency		\$28,000	
CEQA/NEPA		\$0	Project Total:		\$344,530	

Financing Schedule:		Project Start: 2016			Project Completion: 2017		
Phases:	Construction						
Fund Code:	612	622	615				FY Totals
Name:	Water Capital	Sewer Capital	Water Bond	Blank	Blank	Blank	
Previous							\$ -
FY 16/17:	\$ 96,372	\$ 102,044	\$ 146,114				\$ 344,530
FY 17/18:							\$ -
Fund Totals:	\$ 96,372	\$ 102,044	\$ 146,114	\$ -	\$ -	\$ -	\$ 344,530

Recommended for Submittal

Recommended for Approval

Finance Department Approval

City Manager Approval

 Dan Maguire, Housing (date)
Alan Mitchell 8/7/17
 Alan Mitchell, City Engineer (date)
 _____ (date)
 Shelly Gunby, Director of Finance
 _____ (date)
 John Donlevy, City Manager (date)



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: August 15, 2017
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Ethan Walsh, City Attorney
SUBJECT: Consideration of Resolution 2017-43, Approving a Public Improvements Reimbursement Agreement between the City of Winters and HBT of Winters Highlands LLC (Stone's Throw Development)

RECOMMENDATION: That the City Council approve Resolution No. 2017-43, a Resolution of the City Council of the City of Winters Approving a Public Improvements Reimbursement Agreement between the City of Winters and HBT of Winters Highlands LLC (Stone's Throw Development).

BACKGROUND: In 2015, the City Council approved an Amended and Restated Development Agreement with GBH-Winters Highlands, LLC for the development of the Winters Highlands property. The Amended and Restated Development Agreement made revision and consolidated the amendments made to the existing development agreement for the Winters Highlands project, which was originally approved in 2006. The Amended and Restated Development Agreement was subsequently assigned to HBT of Winters Highlands LLC, an entity established by Homes by Towne for the development of the property ("HBT"). HBT has been diligently proceeding with the process of preparing the Winters Highlands property (now known as "Stone's Throw") for development.

As part of the conditions of approval for the tentative subdivision map for the development, HBT is required to fund and construct a number of off-site public improvements, including (1) the West Main Street Sewer Pump Station, (2) the sewer force main that will extend from the Sewer Pump Station north on Main

Street, and (3) a storm drain pump station and improvements to the Ranch Arroyo Detention Pond. HBT is proceeding with these improvements to ensure that their project can move forward. However, there are other properties in the vicinity of HBT's development that will also benefit from these improvements, and should be required to contribute to the cost of the improvements at the time those benefitting properties develop. In Section 3.10 of the Development Agreement, the City and HBT's predecessor agreed that in the event that the developer constructed improvements that were oversized to the benefit of other property owners, the developer could be reimbursed for the cost of oversizing from the amounts paid by other property owner at the time of development of their properties.

DISCUSSION: The proposed agreement provides that the Developer will construct the improvements described above, and when the improvements are complete, HBT will submit documentation of the final cost to the City Engineer for review. Once the final cost is confirmed, the City will allocate the cost of the facilities to the other benefitting properties on a proportionate basis, based on the number of units that can be constructed on each property. At the time that the other properties are developed, the City will collect those properties proportionate share of the cost from the landowners, and will pass that reimbursement through to HBT. The Agreement remains in effect for 20 years. If one of the properties does not develop within the next 20 years, then the City is no longer responsible for collecting the reimbursement

FISCAL IMPACT: No fiscal impact to City. The City is simply a conduit for the reimbursement funds, and has no responsibility to pay for the cost of oversizing the improvements

ATTACHMENTS: Resolution No. 2017-43
Agreement

RESOLUTION NO. 2017-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
APPROVING A PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF WINTERS AND HBT OF WINTERS HIGHLANDS LLC
(STONE'S THROW DEVELOPMENT)**

WHEREAS, in 2015, the City Council approved an Amended and Restated Development Agreement with GBH-Winters Highlands, LLC for the development of the Winters Highlands property (the "Development Agreement"); and

WHEREAS, as noted in the Development Agreement, the Winters Highlands Tentative Subdivision Map Conditions of Approval required that the developer fund and construct certain off-site improvements, including (1) an off-site sewer pump station identified on on West Main Street located adjacent to the Rancho Arroyo Detention Pond; (2) a sewer force main from the Sewer Pump Station north up Main Street; and (3) a storm drain pump station and improvements to the Rancho Arroyo Detention Pond; and,

WHEREAS, the Developer has agreed to construct and install the Improvements in furtherance of the Project pursuant to the terms and conditions of a Public Improvement and Maintenance Agreement to be entered into by and between City and Developer prior to commencement of the Improvements; and

WHEREAS, the improvements to be constructed and installed by Developer pursuant to are of a size and/or capacity greater than that which is required to serve the residents of the Project. Based on the terms of Section 3.10 of the Development Agreement, Developer is therefore entitled to reimbursement for such oversizing of improvements from amounts paid by other property owners that benefit from the improvements at the time of development of their properties; and

WHEREAS, the City and HBT of Winters Highlands LLC, the successor in interest to GBH-Winters Highlands, LLC, desire to enter into an agreement in furtherance of Section 3.10 of the Development Agreement

NOW, THEREFORE, the City Council of the City of Winters hereby approves the Public Improvements Reimbursement Agreement by and between the City of Winters and HBT of Winters Highlands, LLC, in substantially the form attached hereto as Exhibit A, subject to minor non-substantive changes as approved by the City Manager and City Attorney, and authorizes the City Manager to sign such Agreement on behalf of the City.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 15th day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

Wade Cowan, Mayor
City of Winters

ATTEST:

Nanci G. Mills, City Clerk
City of Winters

EXHIBIT A

PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

[attached behind this cover page]

PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

This Public Improvements Reimbursement Agreement (“**Agreement**”) is made this _____ day of _____, 20_____, by and between the City of Winters, a California municipal corporation (“**City**”), and HBT of Winters Highlands LLC, a California municipal corporation (“**Developer**”). City and Developer may be referred to individually herein as “**Party**” or collectively as “**Parties**.”

RECITALS

- A. City entered into a Development Agreement, dated and recorded May 30, 2006, as Document No. 2006-0020954-00, a First Amendment to Development Agreement, dated December 21, 2006, and recorded January 19, 2007 as Document No. 2007-0002146-00, a Second Amendment to Development Agreement, dated February 19, 2009, and recorded March 16, 2009 as Document No. 2009-0007219-00, and an Amended and Restated Development Agreement dated as of _____, 2015, and recorded _____, 2015, as Document No. 2015-_____ (the “**Development Agreement**”) with Developer’s predecessor in interest, GBH-WINTERS HIGHLANDS, LLC, a California limited liability company (“**GBH**”), providing for the development of certain property commonly known in the City of Winters as the Winters Highlands Property, Yolo County Assessor’s Parcels NO. 030-220-17, 030-220-17, 030-220-19, 030-220-49 and 030-220-50 (the “**Winters Highlands Property**”), with a multi-phased residential project with ancillary open space and on-site and off-site improvements (the “**Project**”). All right, title and interest in, to and obligations under the Development Agreement were assigned by GBH to Developer pursuant to that certain Assignment and Assumption of Development Agreement and Consent of City, entered into as of _____, 2015, and recorded _____, 2015, as Document No. 2015-_____.
- B. As noted in the Development Agreement, the Winters Highlands Tentative Subdivision Map (“**Tentative Map**”), including mitigation measures and Conditions of Approval (“**Conditions of Approval**”), were approved for the Winters Highlands Property in accordance with the Subdivision Map Act and the City’s Subdivision Ordinance. As part of the Conditions of Approval, Developer is required to fund and construct certain off-site improvements, including (1) an off-site sewer pump station identified on on West Main Street located adjacent to the Rancho Arroyo Detention Pond (the “**Sewer Pump Station**”); (2) a sewer force main from the Sewer Pump Station north up Main Street (the “**Sewer Force Main**”); and (3) a storm drain pump station and improvements to the Rancho Arroyo Detention Pond (the “**Storm Drain Improvements**”), all as more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference (collectively the “**Improvements**”). As stated in the Conditions of Approval, City has the option of requiring Developer to design and construct the Improvements or have City design and construct the Improvements at Developer’s expense.

- C. The Developer has agreed to construct and install the Improvements in furtherance of the Project pursuant to the terms and conditions of a Public Improvement and Maintenance Agreement to be entered into by and between City and Developer prior to commencement of the Improvements, in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the "Public Improvement Agreement").
- D. The Improvements to be constructed and installed by Developer pursuant to this Agreement and the Public Improvement Agreement are of a size and/or capacity greater than that which is required to serve the residents of the Project. Based on the terms of Section 3.10 of the Development Agreement, Developer is therefore entitled to reimbursement for such oversizing of improvements from amounts paid by other property owners that benefit from the Required Improvements at the time of development of their properties.
- E. The Improvements will serve and benefit the Developer, City, and future development of certain other properties ("Benefitting Properties") in the area of the Subdivision, as depicted in the maps attached hereto as **Exhibit C** and incorporated by reference herein. The Benefitting Properties are required to pay their proportionate share of the cost of the Required Improvements, subject to the requirements of this Agreement.
- F. Developer is willing to pay the total costs of the Required Improvements, subject to the City's agreement to collect reimbursement from future Benefitting Properties as they develop, in proportion to the extent that City determines that each Benefitting Property benefits from the Required Improvements, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

1. **Incorporation of Recitals.** The Parties acknowledge that the above recitals are true and correct, and incorporate those recitals by reference into this Agreement.
2. **Preparation and Approval of Plans and Specifications.** The Developer has or shall cause plans and specifications (the "**Plans**") to be prepared for the Improvements and obtain all of the permits ("**Permits**") required for construction of the Improvements consistent with the Conditions of Approval. The Developer shall provide a copy of the Plans to the City Engineer and shall obtain the written approval of the Plans from the City Engineer.
3. **Duty of Developer to Construct.** The Developer shall construct or cause the Improvements to be constructed in accordance with the Plans as approved by the City Engineer. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Prior to commencement of such construction, the Developer shall enter into a Public Improvement Agreement for the Improvements in the form attached hereto as Exhibit

B, and shall conduct all such work in compliance with the terms of the Public Improvement Agreement. All the Improvements shall be constructed at Developer's sole cost, subject to the reimbursement amounts as permitted by this Agreement.

4. **Allocation and Reimbursement of Costs of Required Improvements.**

- 4.1 *Proportionate Share.* Notwithstanding Developer's agreement to advance all of the costs of the Required Improvements, the Developer and each Benefitting Property shall be responsible for its proportionate share of such costs ("Proportionate Share"). In no event shall the City contribute to any reimbursement of the costs of the Required Improvements, or any other costs associated with this Agreement. The Benefitting Properties' Proportionate Share for each of the Improvements have been determined and are described as a percentage of the total cost for each Improvement in **Exhibit D**, attached hereto and incorporated herein by this reference. Each of the Benefitting Properties' Proportionate Share is based on the number of dwelling units that may be constructed on such properties, based on existing zoning and general plan designation, as a percentage of the total number of units on the properties the benefit from the Improvements.
- 4.2 *Determination of Final Costs.* Upon recordation of a Notice of Completion for each of the Improvements and acceptance of the Improvements by the City, Developer shall submit a letter to the City Engineer requesting determination of the actual cost of the applicable Improvements (the "**Final Cost**"), and documentation to evidence that Developer incurred the Final Cost. Developer shall supply all documentation requested by the City Engineer in determining the actual construction cost of the Improvements. The City Engineer shall use commercially reasonable efforts to determine the Final Cost of the Improvements within thirty (30) calendar days of receipt of the request for Final Cost from the Developer.
- 4.3 *Reimbursement Amount.* Concurrently with the determination of the Final Cost of Improvements, the City Engineer shall determine each of the Benefitting Properties' Proportionate Share of the Final Cost, which shall be the percentage Proportionate Share as shown in Exhibit D multiplied by the Final Cost. The City Engineer shall notify the Developer in writing of each the Benefitting Properties' Proportionate Share of the Final Cost for each of the Improvements, and shall further file such notification with the City Clerk, the City Planning Department and the City Finance Department.
- 4.4 *Collection of Benefitting Properties' Proportionate Share.* The City shall require the developer of a Benefitting Property to pay to the City the Proportionate Share of the cost of the Improvements for the subject Benefitting Property, either through payment of the City's adopted Sewer Impact Fee for the Proportionate Share of the Final Cost of the Sewer Force Main and Sewer Pump Station, and payment of the City's Storm Drain and Storm Water Impact Fees for the

Proportionate Share of the Final Cost of the Storm Drain Improvements, or through the adoption of an additional charge against the Benefitting Properties as described in Section 4.5 of this Agreement.

- 4.5 *Additional Charge for Benefitting Properties' Proportionate Share.* Rather than collecting the Benefitting Properties' proportion share of the cost of the improvements to be constructed by Developer through increases to the City's adopted Sewer, Storm Drain and Stormwater Impact Fees, the City may, at its option, pursuant to Government Code Sections 66483, 66487 and 66488, to consider adoption of one or more additional charges against the Benefitting Properties to pay their Proportionate Share of the Final Cost, which charge shall be collected concurrently with the collection of Development Impact Fees required to be paid by the Benefitting Properties. Developer hereby acknowledges and agrees that notwithstanding the foregoing, the City shall not be required to adopt such additional charge, as the adoption of such charge would require compliance with the requirements of Government Code Sections 66483 and 66488 and would further require exercise of legislative discretion by the City.
- 4.6 *Reimbursement to Developer.* Within **one hundred and twenty (120)** calendar days of the receipt of full payment of Sewer, Storm Drain and Stormwater Impact Fees or, if applicable, the additional charge adopted by the City as contemplated in Section 4.5 of this Agreement, by the developer of a Benefitting Property, the City shall remit that Benefitting Property's Proportionate Share to Developer, provided however, that the amount remitted by the City to Developer shall not exceed the amount received by the City from the developer of the Benefitting Property.
- 4.7 *Reimbursement from Callahan Property.* Developer and City agree and acknowledge that the certain undeveloped real property lying adjacent to the Winters Highlands Property on the south and east borders of the Northwest Property and located in the City, in the State of California, comprised of approximately 26.46 acres identified as Assessor's Parcel No. 030-220-049 and more particularly described on Exhibit B-1 attached hereto (the "**Callahan Property**") is one of the Benefitting Properties under this Agreement. However, Developer and the owner of the Callahan Property have entered into that certain Cost Sharing Agreement dated for reference purposes as of June __, 2017 (the "**Cost Sharing Agreement**"), which governs the terms pursuant to which the owner of the Callahan Property will reimburse the Developer for the costs of the Improvements, along with certain other shared infrastructure improvements that benefit both the Winters Highlands Property and the Callahan Property, and Developer shall provide City with written documentation of the reimbursements made by the owner of the Callahan Property to the Developer pursuant to the Cost Sharing Agreement. City and Developer therefore agree and acknowledge that any reimbursement owing to Developer for the Improvements from the owner of the Callahan Property shall be reimbursed under the terms of the Cost Sharing

Agreement, and the City shall not be required to remit such reimbursement through this Agreement.

5. **Term of Reimbursement Obligation.** City's obligation to remit Proportionate Shares paid by Benefitting Properties to Developer under this Agreement for the Required Improvements shall continue for a period of twenty (20) years from the date of this Agreement, unless the obligation is sooner satisfied by payment in full of all reimbursable amounts due and owing to Developer under this Agreement or is otherwise terminated as provided in this Agreement.
6. **Reimbursement Deficiencies.** City makes no guarantees, express or implied, that the Benefitting Properties will seek approval of any discretionary land use application within the 20-year period specified in Section 5 above, and in the event that Developer does not recoup his or her full reimbursable portion within the 20-year period, City shall not be responsible for any such deficiency in reimbursement. In addition, although City agrees to use its best efforts to collect reimbursement from the Benefitting Properties, City shall not be liable to Developer for any deficiency in the event City fails to collect reimbursement from one or more Benefitting Properties, regardless of fault or reason for City's failure to collect said reimbursement.
7. **Prevailing Wages.** Developer acknowledges that City has made no representation, express or implied, to Developer or any person associated with Developer regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720 *et seq.* ("Prevailing Wage Laws"). Developer agrees with City that Developer shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed relative to the construction undertaken pursuant to this Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

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

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

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

_____ (Initials of Authorized Developer Representative)

Developer shall indemnify, hold harmless and defend City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractor(s) and subcontractor(s) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations in connection with construction and installation of the improvements required pursuant to this Agreement. Developer's defense of the City shall be provided by counsel reasonably acceptable to the City. The foregoing indemnity shall survive any termination of this Agreement.

8. **Alterations to Improvements.** This Agreement shall not be construed to limit the right of the City to enlarge, relocate, alter or extend the Improvements, provided the City shall pay for any additional improvement costs in the event the City enlarges or extends the Improvements, nor shall it be construed as a grant to the Developer of any right to any exclusive use or specific capacity in or to the Required Improvements.
9. **Binding on Successors in Interest.** Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the Parties.
10. **Indemnity.** Developer shall defend, indemnify and hold City and its officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Developer or its officials, officers, employees, agents, consultants and contractors in connection with this Agreement, including without limitation the payment of attorneys fees, expert witness fees, and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Developer or its directors, officials, officers, employees, agents or volunteers.
11. **Termination.** In the event Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement upon thirty (30) calendar days' prior written notice to Developer.
12. **Notice.** Written notice, whenever required by this Agreement, shall become effective upon personal service or deposit in the United States mail, postage prepaid, addressed to the following:

CITY:

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

DEVELOPER:

HBT of Winters Highlands LLC
[INSERT ADDRESS]
[INSERT CITY, STATE, ZIP]
Attn: [INSERT NAME]

Either Party may update its address and contact information by providing written notice of the new information to the other Party.

13. **Contact Information for Developer.** It shall be Developer's responsibility to keep City apprised of Developer's address during the term of this Agreement. In the event the City is unable to locate the Developer at the time that any reimbursements are due, the City shall hold such fees for the benefit of the Developer or its successor or assignee for a period of one year, commencing upon the date of acceptance of the Required Improvements by City. Following this one-year period, any fees not reimbursed to the Developer shall escheat to the City and the City shall have no further obligations to Developer pursuant to this Agreement.
14. **Entire Agreement.** This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no party, agent or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document.
15. **Attorneys Fees.** If any legal action, or any arbitration or other proceeding is initiated for the enforcement/interpretation of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the parties, as follows:

CITY OF WINTERS

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

HBT OF WINTERS HIGHLANDS LLC

By: _____

Its: _____

EXHIBIT A
IMPROVEMENTS

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications to be approved by the City or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

EXHIBIT B

PUBLIC IMPROVEMENT AND MAINTENANCE AGREEMENT

EXHIBIT C

MAPS OF BENEFITTING PROPERTIES

Attached behind this cover page

EXHIBIT D

PROPORTIONATE SHARE OF COSTS FOR BENEFITTING PROPERTIES

SEWER PUMP STATION AND FORCE MAIN IMPROVEMENTS

<u>Property</u>	APN #	# of Lots	Proportionate Share (by %)
Winters Highlands		395	61.9%
Callahan		120	18.8%
Cottages Phase 2		6	.9%
Creekside		38	6%
Highlands Apartment Site		30	4.7%
Ogando Property		8	1.3%
Mary Rose Gardens		27	4.2%
LDS Church Property		14	2.2%
Total		638	100%

STORM DRAINAGE IMPROVEMENTS

<u>Property</u>	APN #	# of Lots	Proportionate Share (by %)
Winters Highlands		395	66.7%
Callahan		120	20.3%
Cottages Phase 2		6	1%
Highlands Apartment Site		30	5%
Mary Rose Gardens		27	4.6%
LDS Church Property		14	2.4%
Total		592	100%



**CITY COUNCIL
STAFF REPORT**

DATE: August 15, 2017
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Parking Study Update

RECOMMENDATION:

That the City Council receive an update on the Downtown Parking Study.

BACKGROUND:

Since June, 2015, the City Parking Committee has been working on the development of information and a “parking plan” to address current and future parking issues. This report is meant to provide an update on the current status of the study and plan development.

DISCUSSION:

In October, 2016, the City Council authorized an agreement with Kimley Horn, a Sunnyvale, Ca based consulting firm which specializes in the development of parking plans for cities both large and small. Over the time since that agreement, the following has occurred:

- In December, 2016, an extensive parking count was conducted by the Committee and consultant to determine parking capacity and turnover for the Downtown.
- In January-February, 2017, an extensive review effort of the data from the parking counts was held and a consolidation of parking issues was done.
- In May, 2017, Community Meeting #1 was held at the Public Safety Facility and was attended by 60 persons. The meeting included a report on data and issues and an interactive voting system for input.

Since the Public Meeting, Staff and the Parking Committee have been working with the

Parking Update

Agenda Report- August 15, 2017

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consultant to refine the data and information. This has included:

- A breakdown and forecasting of future commercial and residential development for the Downtown and parking estimates.
- Identification of potential parking location.
- Analysis of parking data for inclusion in the final parking plan and report.
- Refinement of parking issues for use in the final plan.

At this point in the process, Kimley Horn is in the process of assembling a final report and recommendation which will serve as a basis for Community Meeting #2 which will be a joint meeting between the City Council and Planning Commission.

The following is the current schedule:

- Draft Report and Recommendations from Kimley Horn- Week of September 5, 2017
- Week of September 11, 2017- Parking Committee Review and critique.
- Week of October 9, 2017- Community Meeting #2- Joint CC and PC Meeting
- November, 2017- Plan Completion and Adoption

Attached for the City Council is a table summary of key issues identified to date which will be included in the preliminary report. Additionally, information on the data collection and parking utilization for the Downtown.

FISCAL IMPACT:

None by this report.

Winters Parking Committee Downtown Issues and Solutions

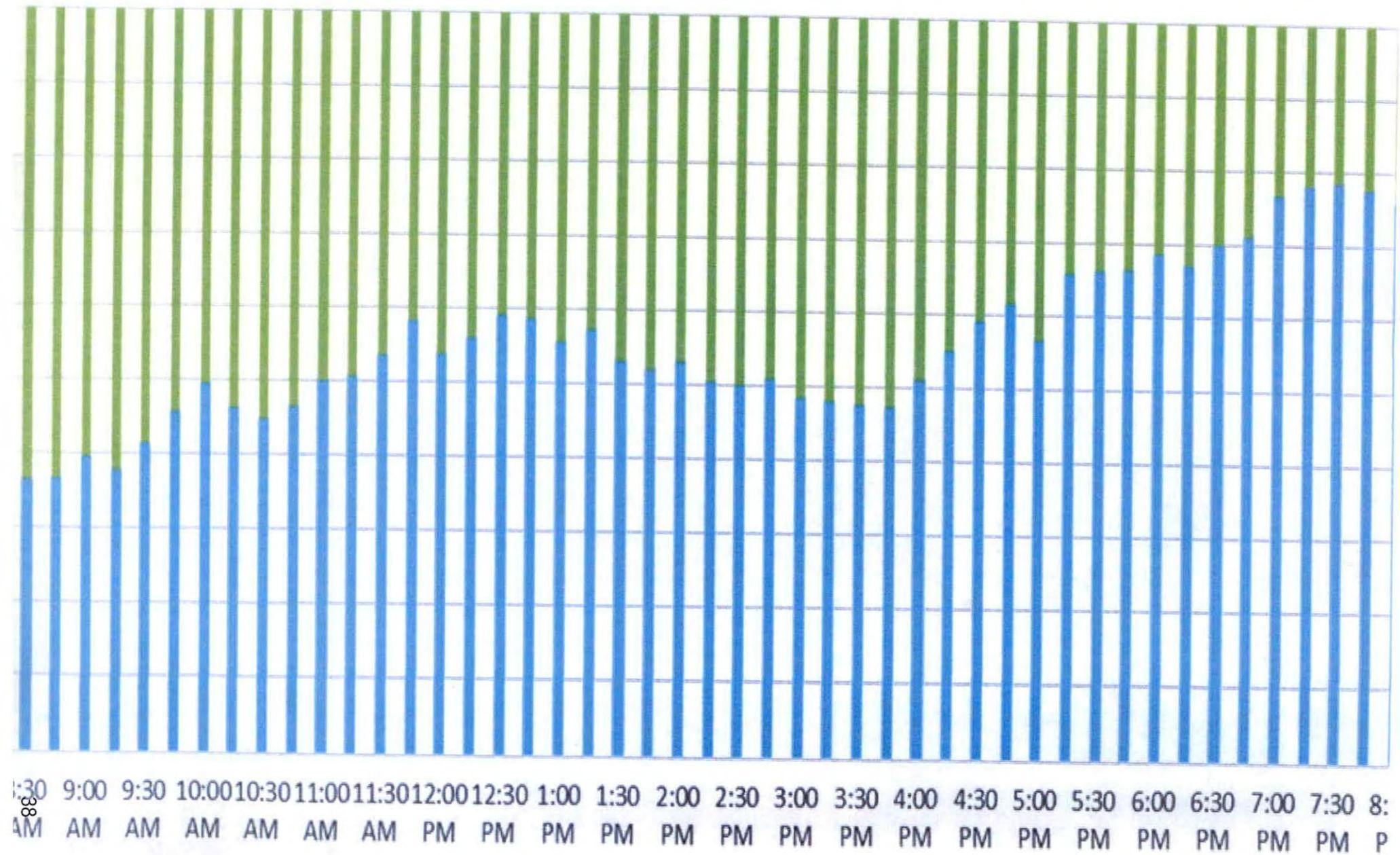
Topic	Issue(s)	Possible Solution(s)	Lead Entity	Implementation
<i>Employee Parking</i>	Employee Parking in prime locations	Designate employee parking lots/areas.	Employers and Downtown Association	Downtown Association works with members to establish location and protocols.
<i>Event/Overflow Parking</i>	Events	<ul style="list-style-type: none"> Establish remote parking location at WHS with a shuttle. Locate parking lot across creek. Mariani Lot 	Downtown Association	Establish agreement with WJUSD and Mariani for parking access.
	Weekends	<ul style="list-style-type: none"> Remote parking with shuttle. Valet parking for Main Street businesses. 	Downtown Association	<ul style="list-style-type: none"> See Events. Establish a valet service and designated parking lot for valet.
	Cyclists	<ul style="list-style-type: none"> Remote parking lot Signage Coordinate with bike clubs and event organizers Mariani Parking Lots 	City Downtown Association	See Events.
	Peak Demand	<ul style="list-style-type: none"> Remote parking lot Valet Parking for key businesses and hotel. 	Downtown Association Businesses	See events
<i>Street Striping</i>	Stripe Parking on streets	Improve striping on the street locations- Diagonal on Elliot Street, Abbey	City	City established striping plan and annual budget.
		Striping in residential areas	City	Same
<i>Future</i>	Plans for parking future development	Density and parking calculations to determine future demand.	City Parking District	City review of existing parking standards including re-evaluation of "shared parking" with review through the Downtown Association and Planning Commission.

Topic	Issue(s)	Possible Solution(s)	Lead Entity	Implementation
<i>Commercial Expansion</i>				
	Hotel(s)	<ul style="list-style-type: none"> • Remote Parking Lot • Valet Service 	Hotel	Hotel/Valet/Downtown Association established valet lot.
<i>Main Street</i>	Short Term Parking	<ul style="list-style-type: none"> • Timed Parking • Enforcement 	City	Evaluation of implementation of timed parking including meters, signage plan and enforcement. Consider private enforcement.
<i>Lighting</i>	Dark Parking Lots	<ul style="list-style-type: none"> • Improve lighting in remote parking lots (Rotary Park, Railroad). • Trim Trees 	City	Implement a lighting plan for Railroad Ave Parking lot and remote parking locations.
	Employee Security	<ul style="list-style-type: none"> • Security Guards • Video surveillance 	Downtown Association	Hire security firm for Downtown security. Install video surveillance in lots.
<i>Loading/Unloading</i>	Commercial deliveries blocking streets and parking areas	<ul style="list-style-type: none"> • Loading/unloading • Alley delivery locations • Time of day delivery 	City Downtown Association Businesses	Establish loading and unloading zones in alley ways and on streets.
<i>Parking Lots</i>	Entrance into Rotary/Community Center Parking Lot	Install entrance and signage into parking lot off Railroad Ave.	City	Installation of additional driveway and signage off Railroad Ave.
	New Parking Lots	<ul style="list-style-type: none"> • Purchase/Expand Parking Lots in Downtown: • Mariani Parking Lots • Winters High School • Martinez Property Across Creek • Acquire Properties in Downtown 	City Parking District Downtown Association WJUSD	<ul style="list-style-type: none"> • Establish Downtown Parking District. • Develop financing plan for purchase and maintenance. • Advisory vote on PD. • Final vote on PD.

Topic	Issue(s)	Possible Solution(s)	Lead Entity	Implementation
				fines. <ul style="list-style-type: none"> • Purchase and installation of devices. • Enforcement through either police or private firm.
	Financing Mechanism	Establishment of fees or an assessment district to fund recommended improvements and maintenance for parking.	City Parking District Downtown Association	<ul style="list-style-type: none"> • Establish Downtown Parking District. • Develop financing plan for purchase and maintenance. • Advisory vote on PD. • Final vote on PD. • Filing of Assessment
<i>Residential/Commercial Conflicts</i>	Visitors parking in residential areas	<ul style="list-style-type: none"> • Residential parking permits • Striping of spaces in residential areas • Parking zones • Timed parking 	City	City established striping plan and annual budget.

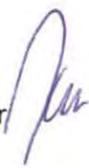
ALL AREAS - % Occupied and Unoccupied by Time - 429 Spaces

■ Occupied ■ UnOccupied





**CITY COUNCIL
STAFF REPORT**

DATE: August 22, 2017
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Succession Planning

RECOMMENDATION:

That the City Council receive a report outlining the development of a City of Winters Succession Plan.

BACKGROUND:

Within organizations both public and private, the concept of “succession planning” often arises when considering the value of continuity and the retention of knowledge and information to help guide the business aspects of the organization. The costs to organizations from the departure of key personnel can be massive in respects to knowledge which leaves an organization when individuals depart the organization.

The City of Winters has been blessed with a workforce and contractors who have worked with the City for considerable amounts of time. In many cases, the service time exceeds twenty (20) years in key positions including administration, finance, planning, engineering and public works. The amount of key information and “institutional knowledge” as it exists represents a literal treasure trove of value to the City of Winters for current projects but also represents a critical liability when those employees depart the organization through events such as retirement, job change or transfer.

In the City Manager evaluation from the City Council, succession planning was identified as a key goal and job assignment.

The main goals moving forward in the development of a succession plan for the City are as follows:

- Retention of the City's information and knowledge base.
- Continuity of operations.
- Maintenance of systems to allow effective transitions when needed.
- Development of roadmaps for key information generated by the City.
- Maintaining the City's investment in long term goals to ensure that progressive planning is not impacted by short term thinking.

Discussion:

Staff is working on an overall strategy to aid in "succession planning" to help retain key information in the midst of impending changes in job status for many staff and contractors; mostly from retirements which will be occurring within the next 3-5 years.

The key areas identified to advance succession planning include the following:

- **Key Document Review and Update:** Updating key policy documents.
- **New/Updated Systems:** Implementing and revising computer management and permitting systems to update and retain historical data.
- **General Plan-** determining a strategy to update the current General Plan through current planning processes with key personnel who have worked within the City's planning/engineering systems and projects.
- **Master Planning:** Updating key master plans to make them current.
- **Intranet-** Cataloging and scanning key information and establishing a digital library system for storage.
- **Personnel:** Working to train staff to assume certain positions and responsibilities as a result of turnover. This is done through a combination of promotional opportunities, retired annuitants transitioning a position to an outside hire or just a pure outside hire.
- **Procedures:** Generation of current procedures and operational manuals for all departments.
- **Timeline:** Development of a timeline which will establish benchmarks for the completion of tasks.

From a staff perspective, the need to bring current systems and plans current is seen as the critical path for maximizing the benefit of retaining knowledge and planning for the future.

Momentum:

A good succession plan will help maintain critical paths for the Winters Community and save considerable dollars from being lost from transitions. A key objective is keeping momentum alive to benefit Winters.

A reality for the City is the progression of projects which sometimes take an extended implementation period due to financial limitations or simple timing. As a smaller jurisdiction, the generation of revenues, grants and resources to make some projects a reality often takes time. A quality succession plan will secure visionary projects through some mechanism which sub vents the often occurring short term gain versus long term benefit.

Turnover in organizations results in a combination of things:

- Historical information and context is lost without extensive re-creation and research.
- Training investment is immediately lost.
- Continuity of operations can be impacted severely and both external and internal confidence can be impacted.
- Timing of response is affected while "people get up to speed".
- Quality can be short circuited when the void of the foundational knowledge base is lost.

What is happening:

Staff is currently working on an overall plan for each department and policy areas to determine a course of action for a City-wide succession plan. Ultimately, the plan will include segments which address:

- Individual people and positions.
- Specific skill and service areas.
- Key policy and program areas from which the City operations.

The plan is currently under development and elements will be included in the FY 2018-19 Budget.

FISCAL IMPACT: None by this action.