



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, September 19, 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, September 5, 2017 (pp. 4-6)
- B. Niemann Street Agreement between HBT of Winters Highlands LLC, Winters Joint Unified School District, and the City of Winters (pp. 7-26)
- C. Seed Money Request for Winters Community Dinner (pp. 27)
- D. First Reading of Ordinance 2017-04 to Amend Winters Municipal Code Section 2.52.100, "Level 1 Reserves-Eligibility Determination" (pp. 28-31)
- E. Salmon Festival Funding Request (pp. 32)

PRESENTATIONS

Winters Police Department - Two Reserve Officers Swearing-In and Introduction of New Volunteer

Public Works Presentation

DISCUSSION ITEMS

- 1. None

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

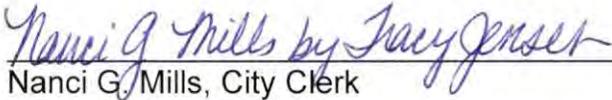
- 1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the September 19, 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 September 14, 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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*View on the internet: www.cityofwinters.org/administrative/admin_council.htm
Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.*

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

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

Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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

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

Wednesday at 10:00 a.m.

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



Minutes of the Regular Meeting of the Winters City Council
Held on September 5, 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, Mayor Wade Cowan
Absent: None
Staff: City Manager John W. Donlevy, Jr., City Attorney Ethan Walsh, City Clerk Nanci Mills, and Environmental Services Manager Carol Scianna.

Emarie Van Gallo 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: Emarie Van Gallo reminded everyone of Project Playground's Party in the Park on Thursday, September 7th from 5pm-8pm. On Friday, September 8th, temporary fencing will be going up around the play structure. Fourth Street will be closed beginning on September 22nd and will remain closed through the construction of the new playground.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, August 15, 2017
- B. Generator Service Contract Renewal
- C. Street Closure Request - Winters High School Homecoming Rally
- D. Amplified Sound Permit Request for the Hispanic Advisory Committee's Festival de la Comunidad to be Held on September 30, 2017 from 5pm - 10:30pm
- E. Purchase of Aerator Parts for Wastewater Treatment Facility

City Manager Donlevy gave a brief overview, with Council Member Anderson recusing himself from Item C due to a possible conflict of interest. Motion by Council Member Loren, second by Council Member Neu to approve Consent Items A, B, D and E. 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 C. Motion carried with the following vote:

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

PRESENTATIONS: None

DISCUSSION ITEMS

1. Highway 128 Marketing Project - BID Funding

City Manager Donlevy gave an overview of the overall marketing strategy of the Highway 128 Committee. The requested funding of \$5,000 will match donations received by the Yolo Visitor's Bureau and the Bureau of Reclamation and will be to create and print an eastern entrance map for Highway 128 and to also create a digital media campaign that can be used at major media venues in the area. Products that have been developed include the Highway 128 logo, style guide, Facebook page and rack cards, all of which can be viewed by visiting www.visit128.com.

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

1. None

CITY MANAGER REPORT: The cabinet and controller at the Grant & Main signal has to be programmed by CalTrans, and the poles are a couple weeks ahead of schedule.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Cowan adjourned the meeting at 6:47 p.m.

Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: September 19, 2017
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Ethan Walsh, City Attorney
SUBJECT: Consideration of Neimann Street Agreement between HBT of Winters Highlands LLC, Winters Joint Unified School District and City of Winters

RECOMMENDATION: That the City Council approve the Niemann Street Agreement by and between HBT of Winters Highlands LLC (Developer), Winters Joint Unified School District (District) and City of Winters (City).

BACKGROUND: The School District owns private right of way that runs adjacent to the North end of Shirley Rominger Intermediate School extending off of Niemann Street. This right of way extends from Niemann Street (and is referred to as Niemann Street) but has never been dedicated to the City.

As part of the Stone's Throw Development, the Developer is extending Main Street, with the intent that it would connect to Niemann Street along the North side of Shirley Rominger School. In order for the extended Niemann Street to provide public access the street right of way and a public utilities easement must be dedicated to the City.

DISCUSSION: The District has indicated a willingness to dedicate the required street right of way and public utilities easement to the City, provided that the Developer reimburse the District for its costs associated with the dedication process and indemnify the District in connection with the work being conducted by Developer. In furtherance of the dedication, the District and Developer negotiated the attached agreement. The City's only obligation under the

agreement is to receive and record the grant deed dedicating the right of way and public utility easement to the City after the dedication is approved by the District Board.

If this Agreement is approved, staff will bring back the grant deed for acceptance by the Council after it is finally approved by the District Board, likely at the next Council meeting.

FISCAL IMPACT: No fiscal impact to City.

ATTACHMENTS: Niemann Street Agreement

NIEMANN STREET AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this ____ day of _____, 2017 ("Effective Date"), by and between **HBT of Winters Highlands LLC**, a California limited liability company ("HBT"), **Winters Joint Unified School District**, a California public school district ("District"), and **City of Winters**, a California municipal corporation ("City") (each a "Party" and, together, "Parties").

RECITALS:

A. The District is the owner of that certain real property commonly known as Shirley Rominger Intermediate School, located at 502 Niemann Street Winters, CA 95694 ("District Property").

B. The District has constructed certain street improvements (including related sanitary sewer and water lines) ("Existing Improvements") upon a portion of what is currently a private right-of-way owned by the District that extends west from Niemann Street along the northern border of the District Property, as depicted and described in **Exhibit 1**, attached hereto and incorporated herein ("Niemann Street Right-of-Way"). HBT is in the process of developing a residential subdivision located west of the District Property ("Winters Highlands"), a 395-unit single family residential housing project located at APNs 030-220-017, -019, -040, and -050.

C. In connection with the development of Winters Highlands, HBT will construct and dedicate to the City a right-of-way to be known as Main Street which will front both Winters Highlands and the District Property, as depicted and described in **Exhibit 2**, attached hereto and incorporated herein ("Main Street").

D. HBT desires public street access from Winters Highlands to Niemann Street along the Niemann Street Right-of-Way via Main Street, and accordingly wishes to extend the Existing Improvements and otherwise construct the street improvements necessary to connect Niemann Street to Main Street as depicted and described in **Exhibit 2**, which would require District to dedicate the Niemann Street Right-of-Way (including the Existing Improvements located thereon), together with a Public Utilities Easement, lying parallel and adjacent to the Niemann Street Right-of-Way, to the City prior thereto, and subsequently would require HBT to dedicate Main Street to the City upon completion of construction.

E. The District is willing to agree to dedicate the Niemann Street Right-of-Way and Existing Improvements located thereon in fee, together with a Public Utilities Easement, to the City, subject to and conditioned upon District's Board of Education's approval pursuant to Education Code section 17556 et seq., and upon the terms and conditions set forth herein.

F. The City is willing to accept the District's dedication of the Niemann Street Right-of-Way (including the Existing Improvements located thereon) and Public Utilities Easement.

G. HBT will dedicate Main Street to the City separate from this Agreement and at a later date.

H. In the course of constructing Main Street and further improvements to the Niemann Street Right-of-Way, HBT will need to temporarily encroach upon District Property for construction activities, and, therefore seeks a license from District for a fifteen-foot (15') wide encroachment (inclusive of the ten-foot (10') wide Public Utilities Easement) along the northern border of District

Property, running along the Niemann Street Right-of-Way, and a five-foot (5') wide encroachment along the western border of District Property, running along Main Street.

I. District is willing to provide HBT a temporary, nonexclusive, revocable, personal license for such construction activities, upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

1. Dedication of Niemann Street Right-of-Way and Public Utilities Easement.

a. Grant Deed. Attached hereto as **Exhibit 3** and incorporated herein, is the proposed Grant Deed (or substantially similar thereto) for District to dedicate to the City the sixty-foot (60') wide Niemann Street Right-of-Way and Existing Improvements located thereon in fee, together with a ten-foot (10') wide Public Utilities Easement, lying parallel and adjacent to the Niemann Street Right-of-Way.

b. Approval and Execution by District. The Parties acknowledge and agree that District's approval of the Grant Deed is contingent upon approval by two-thirds (2/3) vote of its Board of Trustees, following the procedure for dedication of real property set forth at Education Code section 17556 et seq.

c. Recordation by City. Upon the District's approval and execution of the Grant Deed, the City shall have the Grant Deed recorded with the Yolo County Clerk-Recorder and transmit recorded copies of the same to HBT and District. Upon recordation, the Grant Deed shall be fully effective.

2. Payment from HBT to District.

a. In exchange for the District's agreement to dedicate the Niemann Street Right-of-Way and Public Utilities Easement to the City, and for the License (as defined below), upon District's approval and execution of the Grant Deed, HBT will promptly pay District Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) and, in addition, reimburse District for its Legal Costs (as defined below).

b. District's Legal Costs consist of amounts billed to District by the law firm Dannis Woliver Kelley, or current counsel, for legal services incurred in connection the preparation, negotiation, and/or approval of this Agreement and the dedication of the Niemann Street Right-of-Way and Public Utilities Easement to the City, including, but not limited to, legal services incurred in connection with the procedure for dedication of real property set forth at Education Code section 17556 et seq. HBT shall be responsible for reimbursing District for its Legal Costs in an amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00), and District shall remain responsible for its Legal Costs in excess of that amount, if any. HBT may request that District verify the amount billed; however, District retains the attorney-client privilege over confidential communications with its attorneys, including attorney invoices, and nothing herein requires, nor shall be construed to require, a waiver of the attorney-client privilege.

3. No Reduction or Credit of Developer Fees. The Parties acknowledge and agree that Education Code section 17620 et seq. and Government Code section 65995 et seq. ("Developer Fee Statutes") allow school districts to impose school impact fees or other requirements on developers ("Developer Fees") to mitigate school-related impacts resulting from residential and commercial construction. This Agreement shall not in any way waive, alter, or reduce District's rights or HBT's

obligations under the Developer Fee Statutes, including, but not limited to, District's right to impose, and HBT's obligation to pay, Developer Fees in connection with Winters Highlands. HBT shall not be entitled to any refund, credit, or reduction of Developer Fees as a result of this Agreement or its payment to District under this Agreement.

4. Use of Remnant Parcel. District agrees not to sell the approximate 3.354-acre portion of District Property that will adjoin Main Street, as depicted and described in **Exhibit 2** ("Remnant Parcel"), for commercial or residential use during a ten (10) year period, commencing upon the Effective Date. In the event District sells the Remnant Parcel for commercial or residential use prior to the expiration of the ten (10) year period, District shall forfeit, and HBT's sole and exclusive remedy against District shall be for return of, all or a part the payment made to District under paragraph 2 of this Agreement, with the amount forfeited to be determined on a pro rata basis accounting for the remaining time under the ten (10) year period (e.g., if four (4) years remain when the sale occurs, District forfeits forty (40) percent of the payment).

5. License.

a. In connection with HBT's design and construction of certain street improvements for Main Street and the Niemann Street Right-of-Way ("Work") in accordance with this Agreement, District grants a temporary, nonexclusive, revocable, personal license to HBT and its contractors and their subcontractors on, over, across, upon, and under a fifteen-foot (15') wide encroachment (inclusive of the ten-foot (10') wide Public Utility Easement) along the northern border of District Property, running along the Niemann Street Right-of-Way, and a five-foot (5') wide encroachment along the western border of District Property, running along Main Street, (together, "Site") for the purpose of the Project as provided herein ("License"). The Project is the scope of Work performed at the Site.

b. Work may be performed on the Site only between 7:00 a.m. and 7:00 p.m., Monday through Friday and Saturday. During performance of the Work, HBT's contractors and subcontractors and their respective employees and suppliers shall have the right to enter upon the Site on the days and at the times detailed herein, and as otherwise approved by District, to perform and complete the Work. HBT agrees to coordinate the construction of the Work with District to minimize any inconvenience to or interruption of the conduct of school and any other activities on the District Property. If requested by the District, HBT shall adjust the construction schedule for the Work to conform to District's requirements and requests. The License shall be automatically revoked and terminate upon HBT's dedication of Main Street to the City. Prior thereto, District may revoke and terminate the License for cause due to HBT's material violation of the Agreement upon written notification to HBT.

6. Construction Terms and Conditions.

a. Any Work in connection with the Project shall be in accordance with this Agreement, the License provided herein, and the Terms and Conditions attached hereto as **Exhibit 4** and incorporated herein. HBT agrees that this Agreement and Terms and Conditions shall be included in and made part of any agreement between HBT and any and all of its contractors and/or subcontractors in connection with performance of any Work on the Project.

b. HBT shall be solely responsible for, and directly pay, all fees, costs, and expenses associated with the Project, including all overages and extra costs for corrections or adjustments to the scope of Work or price, even as a result of any unforeseen circumstances, and including, without limitation, fees and costs incurred for any engineer and/or architect (and other engineering or architectural services provided by others, if any), contractor, subcontractors, Division of the State Architect ("DSA") Certified Project Inspector (if required), California Environmental Quality Act ("CEQA") consultant and

CEQA compliance, surveyor, engineers, legal services, permits, entitlements, licenses, authorizations, registrations, approvals, equipment, materials, supplies, or any other fees and costs relating to the design, permitting, and construction of the Project. In no event shall HBT be entitled to reimbursement from District or City, nor shall District or City be responsible, for any fees, costs, or expenses incurred by HBT for the Project. In the event District, as property owner, is required to pay or otherwise pays any of these fees or costs, including, but not limited to, fees or costs for the DSA Certified Project Inspector, HBT shall promptly, within thirty (30) calendar days of receipt of invoice from District, reimburse District the amount required therefore.

7. Transfer Rights; Disclosure of Commitment. HBT shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of District. HBT may sell or otherwise transfer ("Transfer") the Winters Highlands property or portions thereof on a bulk sale to a developer, builder, or other entity ("Transferee") prior to completion of the Project, provided HBT gives written notice of the Transfer to District and City, and Transferee assumes in writing the obligations of HBT under this Agreement, subject to District's satisfaction and approval. HBT shall provide written disclosures to any such Transferee prior to sale, setting forth the terms, conditions, and commitments contained in this Agreement, which may be satisfied by providing a copy of this Agreement to Transferee. HBT shall include as a condition to any Transfer that the Transferee comply with and assume all terms and conditions of this Agreement.

8. Notices. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Winters Joint Unified School District
ATTN: Todd Cutler, Superintendent
909 West Grant Ave.
Winters, CA 95694
(530) 795-6114
Tcutler@wintersjUSD.org

HBT

HBT of Winters Highlands LLC
ATTN: Jeremy Goulart
11060 White Rock Rd., Suite
Rancho Cordova, CA 95670
JGoulart@HBTSac.com

City

City of Winters
ATTN: John W. Donlevy, Jr., City Manager
318 First Street
Winters, CA 95694
John.donlvey@cityofwinters.org

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9. This Agreement sets forth the entire understanding of the Parties and may not be changed except by written document executed and acknowledged by all of the Parties of this Agreement.

10. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California.

11. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or obtain any other relief. Except as expressly provided herein with respect to HBT's reimbursement of District's attorney's fees, each party is reasonable for its own attorney's fees. If a suit is brought to enforce this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included therein.

13. This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.

14. The waiver of any term, condition, or covenant, or waiver of a breach of any term, condition or covenant, shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

15. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as jointly prepared by the Parties.

16. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term or provision will be deemed not to be a part of this Agreement.

17. This Agreement is by and between the Parties named herein, and unless expressly provided for herein, no third party shall be a beneficiary hereof. This Agreement may not be enforced by anyone other than a Party hereto or a successor to such Party who has acquired its interest in a way permitted by the provisions of this Agreement.

18. The Parties agree that each Party has reviewed and revised this Agreement, and each Party has had the opportunity to consult with legal counsel regarding the terms of this Agreement.

19. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's length contract.

20. Each Party is an independent contractor and shall be solely responsible for the employment, acts, omissions, control, and directing of its employees. Except as expressly set forth herein, nothing contained in this Agreement shall authorize or empower any Party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of any other Party or to bind any other Party or make any representation, warranty or commitment on behalf of any other Party.

21. The Parties shall cooperate fully with each other in connection with their commitments and obligations herein.

22. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

23. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the Party on whose behalf he or she is signing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

WINTERS JOINT UNIFIED SCHOOL DISTRICT

HBT OF WINTERS HIGHLANDS LLC

By: Towne Development of Sacramento, Inc.,
Manager

By: _____

By: _____

Jeffrey M. Pemstein, Vice President

Name: _____

Its: _____

CITY OF WINTERS

By: _____

Name: _____

Its: _____

EXHIBIT 1

LEGAL DESCRIPTION
for
THE CITY OF WINTERS

That real property in the City of Winters, County of Yolo, State of California, situate in a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and being a portion of that Parcel of land as described in Document No. 1999-0025340-00, Yolo County Records, and being more particularly described as follows:

STREET RIGHT-OF-WAY PARCEL:

BEGINNING at the Northwest corner of that Parcel of land described in Book 2091 of Official Records at Page 446, said County Records, said point being distant the following two (2) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JA2151); and 2) South 70°03'48" West 2,908.83 feet; thence, from said POINT OF BEGINNING and along the North line of said Parcel of land as described in said Document No. 1999-0025340-00 the following three (3) courses and distances: 1) South 89°48'22" West 268.41 feet; 2) along a tangent curve to the left, concave Southerly, said curve having a radius of 630.00 feet, through a central angle of 05°35'27" and having an arc distance of 61.47 feet; and 3) South 84°12'55" West 613.86 feet to the Northwest corner of said Parcel of land; thence, along the West line of said Parcel of land, South 05°47'05" East 60.00 feet to the Northwest corner of Parcel 5 as described in Document No. 2015-0010121-00; thence, along the North line of said Parcel 5 and a line 60.00 feet South of and parallel to the North line of said Parcel of land the following four (4) courses and distances: 1) North 84°12'55" East 36.49 feet to a point hereinafter called point "A"; 2) North 84°12'55" East 577.37 feet; 3) along a tangent curve to the right, concave Southerly, said curve having a radius of 570.00 feet, through a central angle of 05°35'27" and having an arc distance of 55.62 feet; and 4) North 89°48'22" East 268.45 feet to the West line of said Parcel of land described in said Book 2091 of Official Records at Page 446; thence, along said West line,



Bryan P. Bonino
Bryan P. Bonino, L.S. 7521

9/7/16
Date

North 00°13'39" West 60.00 feet to the POINT OF BEGINNING.

Containing 1.295± acres of land, more or less.

TOGETHER with a Public Utilities Easement, 10.00 feet in width, lying parallel and adjacent to Niemann Street, as described and designated on Exhibit B, attached hereto.

ALSO TOGETHER WITH a Public Utilities Easement, 10.00 feet in width, lying parallel and Southeasterly of the Southeasterly line of said Parcel Five as described in Document No. 2015-0010121-00, said County Records, and designated on Exhibit B, attached hereto, being more particularly described as follows:

BEGINNING at said POINT "A", thence, from said POINT OF BEGINNING and along said Southeasterly line, South 38°01'23" West 50.52 feet to the most Southerly corner of said Parcel Five.

The sideline of said strip of land shall be lengthened or shortened so as to terminate of the South line of the 10.00 feet Public Utilities Easement described above and the West line of said Parcel of land as described in said Document No. 1999-0025340-00.

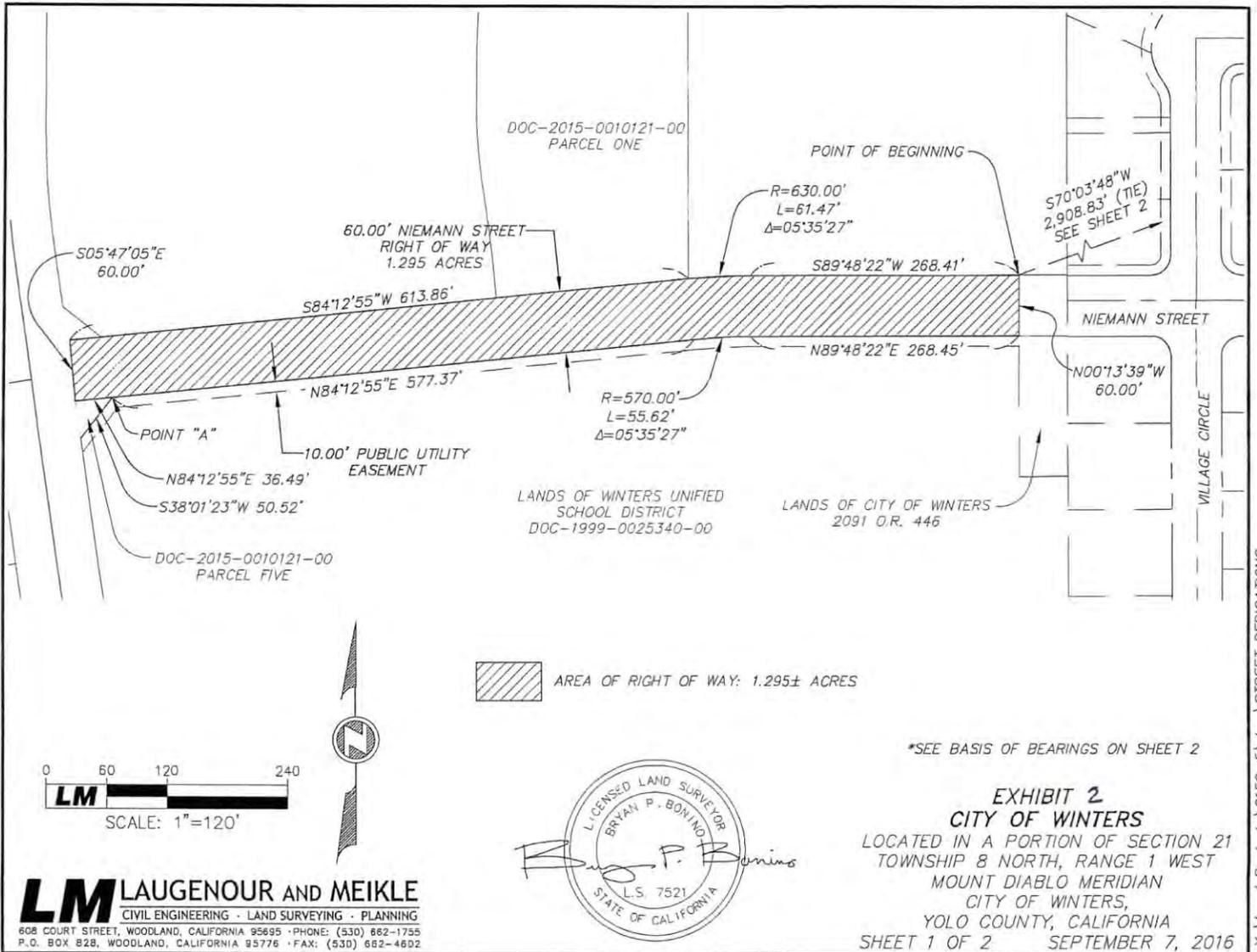
The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JA2151) and "T 1069" (PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2011.00; said "T 1069" having coordinates of North (Y) 1,975,272.50 feet and East (X) 6,569,808.49 feet, Epoch date of 2011.00; said grid bearing being South 00°33'35" East as determined from National Geodetic Survey data sheets.

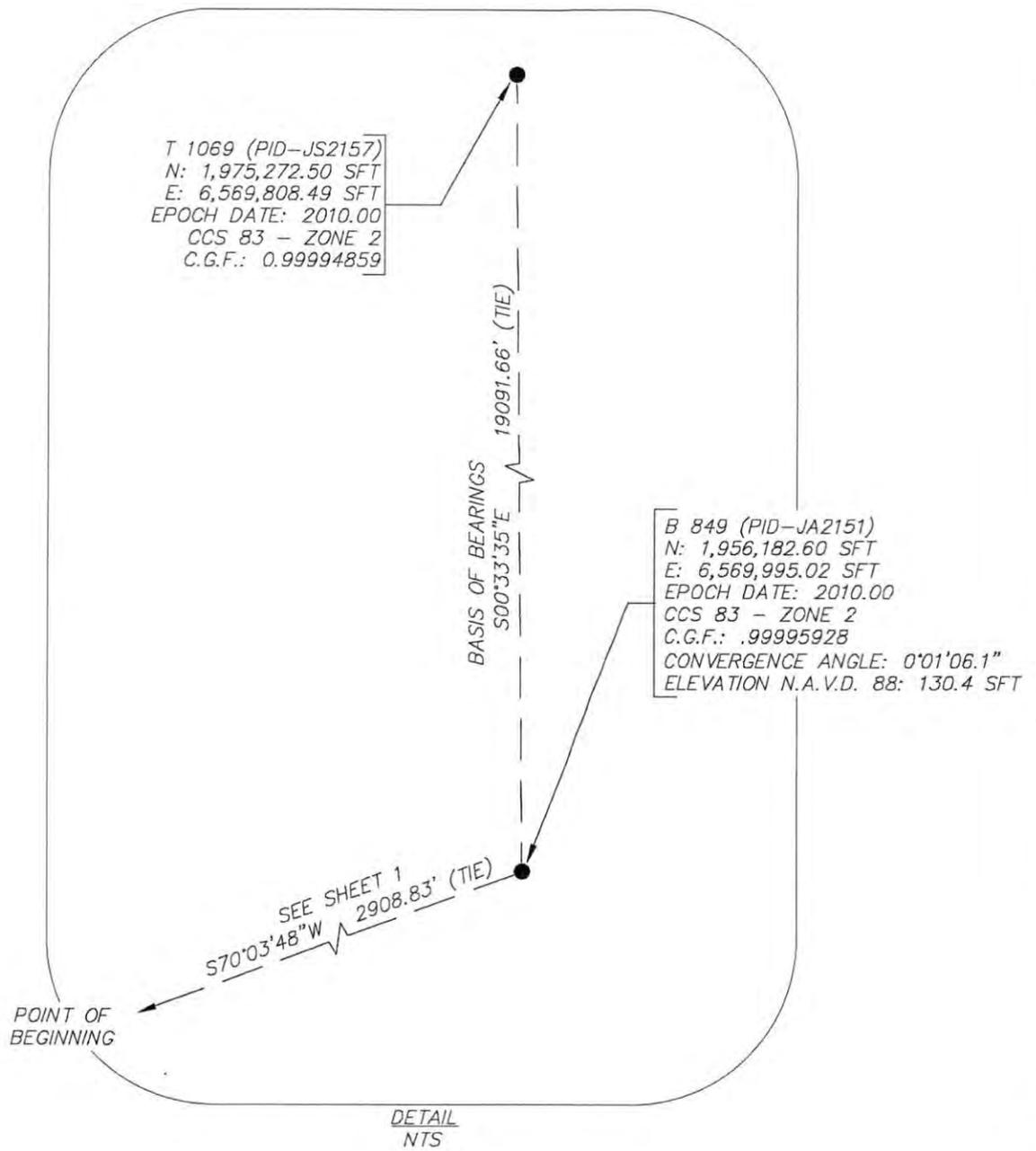
All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of .99995394.

End of description.

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

EXHIBIT 2



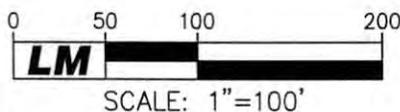
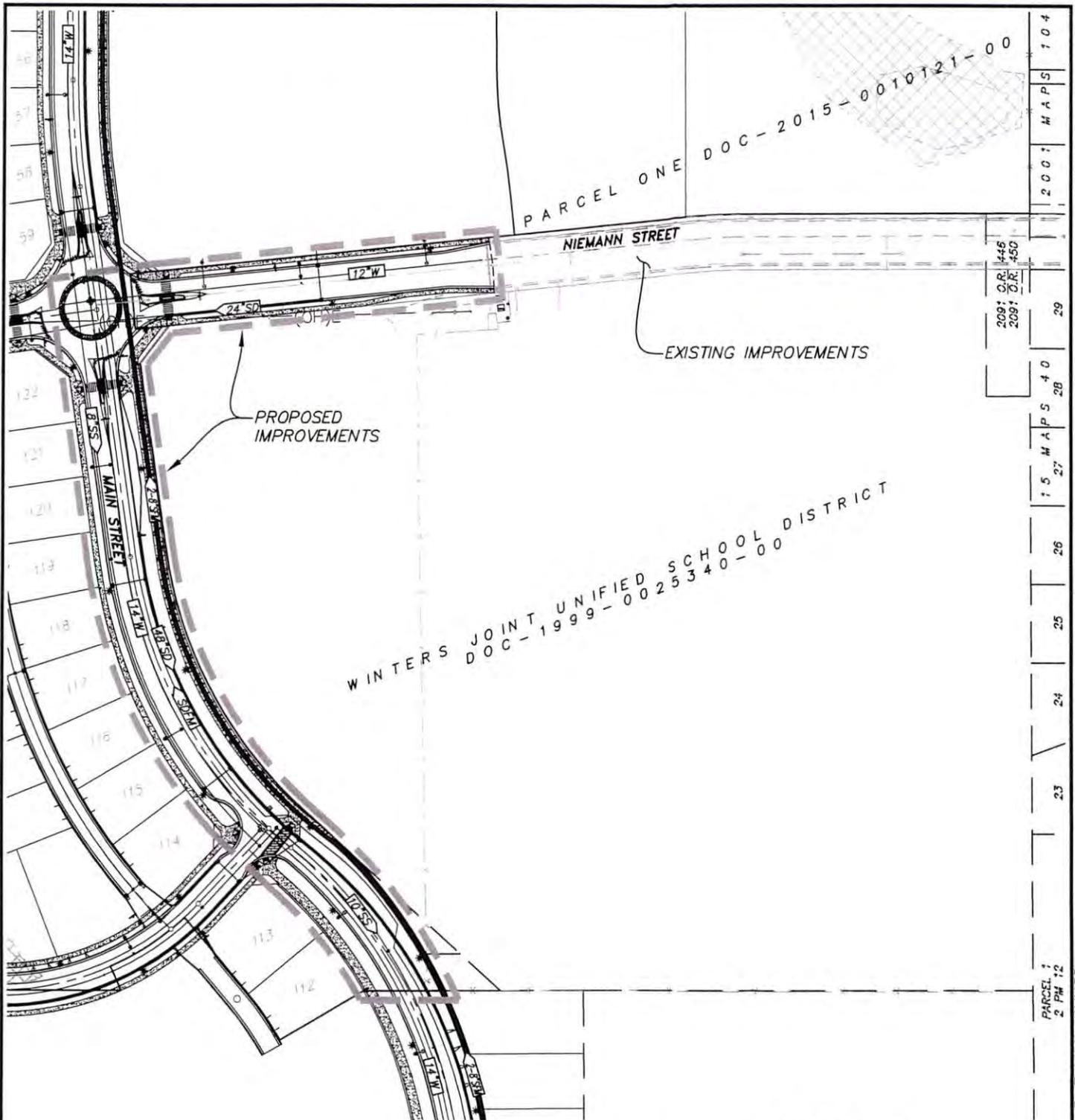


**EXHIBIT 2
CITY OF WINTERS**

LOCATED IN A PORTION OF SECTION 21
 TOWNSHIP 8 NORTH, RANGE 1 WEST
 MOUNT DIABLO MERIDIAN
 CITY OF WINTERS,
 YOLO COUNTY, CALIFORNIA
 SHEET 2 OF 2 SEPTEMBER 7, 2016

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

X:\Land Projects\2159-5\dwg\STREET DEDICATIONS



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EXHIBIT 2
REIMBURSEMENT AGREEMENT
 BETWEEN
HBT OF WINTERS HIGHLANDS LLC
 AND
WINTERS JOINT UNIFIED SCHOOL DISTRICT
 LOCATED IN A PORTION OF SECTION 21,
 TOWNSHIP 8 NORTH, RANGE 1 WEST,
 MOUNT DIABLO BASE & MERIDIAN,
 CITY OF WINTERS, YOLO COUNTY,
 CALIFORNIA
 SHEET 1 OF 1 MAY 30, 2017

2007 MAPS 104
 209: C.R. 446
 209: C.R. 450
 29
 15 MAPS 40
 28
 27
 26
 25
 24
 23
 PARCEL 1
 2 PH 12

X:\Land Projects\2159-5\dwg\2159-5_Exhibit_WJUSD

RECORDING REQUESTED BY AND RETURN TO:

City Clerk
 City of Winters
 318 First Street
 Winters, CA 95694

WITH A COPY TO:

Winters Joint Unified School District
 c/o Reid Shannon, Esq.
 Dannis Woliver Kelley
 275 Battery Street, Suite 1150
 San Francisco, CA 94111

Location: City/Uninc _____
 Recording Fee \$ _____
 Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

 Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**GRANT DEED
 (Right-Of-Way in Fee and Public Utilities Easement)**

FOR A VALUABLE CONSIDERATION, WINTERS JOINT UNIFIED SCHOOL DISTRICT (Grantor), GRANT(S) to the CITY OF WINTERS, A MUNICIPAL CORPORATION, (Grantee) the following described real property situate in the City of Winters, County of Yolo, State of California:

A public Right-of-Way in fee and a non-exclusive Public Utilities Easement in and to that portion of the real property situate, lying and being in the City of Winters, County of Yolo, State of California, such Right-of-Way and Public Utilities Easement being more particularly described in Exhibits A and B attached hereto and made a part hereof for a full legal description.

The Foregoing Grant of Public Utilities Easement is Subject to the Following Terms and Conditions:

A. Purpose: The Public Utilities Easement applies to and covers only the following public utilities: electrical, gas, and communications (including, without limitation, telephone and cable). The purpose of the Public Utilities Easement is for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public right of way/roadway improvements and public utilities, over, along, upon, under, and across said Public Utilities Easement.

B. Grantee's Rights: Grantor grants Grantee the rights to:

1. Grant said Public Utilities Easement or a portion thereof to other public utilities or public agencies;
2. Review and control of the landscaping planting, trimming, maintenance and/or removal of any trees or other plants within said Public Utilities Easement.
3. Review and control all signage and other appurtenances on said Public Utilities Easement.
4. Review and control all vehicle access across said Public Utilities Easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

The person or persons signing below as Grantor represent that he/she/they is/are the party/parties with an interest in the property described herein.

Dated this ____ day of _____, 2017.

GRANTOR:

By: _____

Its: _____

GRANTEE:

By: _____

Its: _____

(PROPER NOTARY ACKNOWLEDGMENT OF EXECUTION BY GRANTOR MUST BE ATTACHED.)

EXHIBIT 4

Terms and Conditions

1. These terms and conditions apply to any Work performed at the Site, as those terms are defined in the Agreement. The Project is the scope of Work performed at the Site.
2. **STANDARD OF CARE:** HBT shall perform, diligently prosecute and complete the Project in a good and workmanlike manner, and in strict conformity with all approved plans, specifications, and other applicable documents, including the Agreement and exhibits thereto, as well applicable governmental laws, permits, approvals, regulations, ordinances, and District policy. HBT represents and warrants that HBT's contract with any design professional, consultant, subconsultant, contractor, or subcontractor retained for the design or construction of the Project shall require that such design professional, consultant, subconsultant, contractor, or subcontractor be competent, qualified, licensed, and able to perform such services, shall perform such services in a professional manner, and in accordance with the standard of care observed by qualified and experienced professionals and with generally and currently accepted principles and practices of its profession for services to California school districts and public entities.
3. **PERMITS, LICENSES AND REGISTRATION:**
 - (a) HBT and all of its employees, agents, contractors, and subcontractors shall secure and maintain in force, at HBT's sole cost and expense, all licenses, registrations, approvals, permits (including, without limitation, encroachment permits and street work permits, if necessary), inspections or similar items as are required by law in connection with the construction of the Work from all federal, state, or local agencies or authorities with jurisdiction. This shall include, without limitation, any necessary approvals from the Division of the State Architect (DSA), and any site, grading, zoning, design review, and other required permits or approvals, and HBT, and all of its employees, agents, contractors, and subcontractors shall comply with the requirements of the California Environmental Quality Act (CEQA), if applicable, prior to commencing the Work, and shall provide District with evidence of approval by all applicable governmental agencies. If applicable, all costs in connection with DSA review and approval of the Project, or any exemption thereof, in accordance with California Code of Regulations, Title 24, Part 1, and Education Code section 17280, et seq., shall be the sole responsibility of HBT, including, without limitation, all costs for a DSA Certified Project Inspector, structural engineer or design professional, and testing laboratory costs, as required. The Work will require permits from, without limitation, the DSA, the City and the California Department of Transportation (Caltrans). HBT shall be responsible for coordinating these plan submittals with the necessary applications and authorizations from these agencies.
 - (b) HBT and its contractors shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance, as detailed herein, and payment and performance bonds as detailed herein and consistent with law. As part of any contract for the Work, HBT shall require that all contractors and subcontractors be: (1) properly licensed and regulated by the Contractor's State License Board (<http://www.clsb.ca.gov>), as required by law; and (2) properly registered as public works contractors by the State of California Department of Industrial Relations ("DIR") at: <http://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm> or current URL, as required by law. HBT represents and warrants that it, its employees, and its contractors and subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
4. **INDEPENDENT CONTRACTOR STATUS:** HBT is an independent contractor, and not an officer, employee, agent, partner, or joint venture of District or City. HBT shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. HBT shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
5. **CONTRACTOR SUPERVISION:** HBT shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

6. **WORKERS:** HBT shall at all times enforce strict discipline and good order among its employees and the employees of its contractors or subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of HBT or a contractor or subcontractor whom District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from District.
7. **CONTRACTORS/SUBCONTRACTORS:** HBT agrees to bind every contractor or subcontractor by the terms of the Agreement as far as such terms are applicable to contractor's or subcontractor's work, including, without limitation, all registration, indemnification, insurance, and bond, and warranty requirements. If HBT shall contract or subcontract any part of this Agreement, HBT shall be fully responsible to District for acts and omissions of its contractors, subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any contractor or subcontractor and District.
8. **SAFETY AND SECURITY:** HBT is responsible for maintaining safety in the performance of this Agreement. HBT shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
9. **CLEAN UP:** HBT shall promptly and properly clean the Site and remove all debris from the Site and the surrounding areas, as it progresses with the Work. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. HBT is responsible to provide sufficient debris containers for clean-up of all debris associated with HBT's construction activities at the Site.
10. **PROTECTION OF WORK AND PROPERTY:** HBT shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, HBT, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
11. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. HBT shall provide safe and proper facilities for such access.
12. **INDEMNIFICATION:** To the furthest extent permitted by California law, HBT shall defend, indemnify, and hold harmless District, its Governing Board, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from work performed on or use of District Property or the Site under this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. District shall have the right to accept or reject any legal representation that HBT proposes to defend District.

13. **INSURANCE:**

- (a) HBT and its design professionals, consultants, contractors, and subcontractors, shall each procure and maintain at all times each of them performs any portion of the Work the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Combined Single Limit	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- i. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect HBT, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Work. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)
- ii. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of HBT's employees and employees of design professionals, consultants, contractors, and subcontractors performing any portion of the Work. In accordance with provisions of section 3700 of the California Labor Code, HBT shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Work under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Work.
- (b) **Proof of Insurance.** HBT shall not commence performing any portion of the Work until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. HBT must provide District with thirty (30) days' advance notice of any cancellation of, reduction in, or material change to required insurance. Certificates and insurance policies shall include the following:
- i. A clause requiring that the policy cannot be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to HBT, stating date of cancellation or reduction, which date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.
- ii. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- iii. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that HBT's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- iv. All policies except the Workers' Compensation Insurance, Employers' Liability Insurance, and Professional Liability Insurance Policies shall be written on an occurrence form.
- (c) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

14. **LIMITATION OF DISTRICT LIABILITY:** This Agreement does not impose any obligation on District to perform any Work or otherwise construct the Project. District shall not be liable for payment or any other obligations of HBT to its consultants, subconsultants, contractors, subcontractors, materialmen, suppliers, or for any other obligations of HBT incurred in connection with the design, permitting, and construction of the Project, including, without limitation, fees and costs for legal services, permits, entitlements, licenses, authorizations, registrations, approvals, equipment, materials, supplies, or any other fees and costs relating to the design, permitting, and construction of the Project. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
15. **COMPLIANCE WITH LAWS:** HBT shall give all notices and comply with all federal, state, and local laws, ordinance, rules and regulations bearing on conduct of the Work including, but not limited to, the appropriate statutes and administrative code sections, as applicable: (1) latest edition of the Uniform Building Code, California Buildings Standards Code, Title 24, California Code of Regulations, and other amendments; (2) Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America; (3) Industrial Accident Commission's Safety Orders, State of California Regulations of the State Fire Marshall (Title 19, California Code of Regulations), and pertinent local fire safety codes; (4) Americans with Disabilities Act; (5) California Education Code; (6) California Government Code; (7) California Labor Code, Division 2, Part 7; (8) California Public Contract Code; and (9) California Environmental Quality Act, and HBT shall require that the contractors and subcontractors performing the Work perform such work in a sound and workmanlike manner, in compliance with all laws, ordinances and regulations applicable to the Work. If HBT or its contractors and subcontractors performs any work that is in violation of any laws, ordinances, rules or regulations, HBT shall bear all costs arising therefrom.
16. **CRIMINAL BACKGROUND INVESTIGATION:** HBT shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. As such, HBT shall submit, and shall require that HBT's design professionals, consultants, subconsultants, contractors, and any subcontractors of any tier that will access, or whose employees will have access to, the Site or District Property under this Agreement complete and submit the Criminal Background Investigation Certification attached hereto as **Exhibit 4A** and incorporated herein, and provide a copy to District prior to each individual's access to the Site.

EXHIBIT 4A

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

- That I am a representative of (Circle One) HBT/the Contractor performing the Work on behalf of HBT;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certificate on behalf of (Circle One) HBT/Contractor.

(Circle One) HBT/Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that applies):

- HBT/Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all HBT/Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of performing the Work or in connection with the Work on District Property, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of HBT/Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, HBT/Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between HBT/Contractor's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, HBT/Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the HBT/Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising HBT/Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

HBT/Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the HBT/Contractor.

Date: _____

Name of HBT/Contractor: _____

Signature: _____

Print Name: _____

Title: _____



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE : September 19, 2017
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Nanci Mills, Director of Administrative Services/City Clerk
SUBJECT: Seed Money for Winters Community Dinner

RECOMMENDATION: Discuss and approve seed money for the Winters Community Dinner to be held on Thanksgiving Day, Thursday, November 23rd, which will benefit many Winters residents. In 2016, over 1,000 residents were served a hot Thanksgiving meal with dessert.

BACKGROUND: Marie Rojo-Heilman and Gwen Pisani are organizing this annual event and have requested that this item be placed on the agenda in order to request a donation.

Due to higher food costs, monthly expenses and fewer local donations, the Winters Community Thanksgiving Dinner is proposing a donation of \$1,500.

FISCAL IMPACT: \$1,500 – City Council Contingency Fund



STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: September 19, 2017
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: John P. Miller, Chief of Police
SUBJECT: First Reading of an Ordinance to Amend Winters Municipal Code §2.52.100 “Level 1 Reserves—Eligibility Determination”

RECOMMENDATION:

First reading of an ordinance to amend Winters Municipal Code §2.52.100 “Level 1 reserves—eligibility determination.”

BACKGROUND:

The Winters Police Department supports a non-paid Reserve Police Officer program to supplement the full-time police force and provide a possible conduit towards full-time employment with the Police Department.

Although it is difficult to recruit and retain Reserve Officers due to stringent training requirements, the Reserve program currently has three Level I Reserve Officers. Level I Reserves have full powers of arrest while on-duty, but their authority extends only for the duration of the assignment to specific police functions [Penal Code section 830.6(a)(1)]. However, a Level I Reserve may be granted full powers and duties of a peace officer, as provided by Penal Code §830.1, by authority of a city ordinance or a county resolution [Penal Code §830.6(a)(2)]. This is known as a “designated” Level I Reserve and Winters Municipal Code §2.52.090 “Level 1 reserves—Powers and duties—Statutory authority” provides for this classification. Currently, we do have one “designated” Level I Reserve, whose duties are primarily with the Yolo County High

Tech Unit.

Due to the language of Winters Municipal Code §2.52.100 “Level 1 reserves—Eligibility determination,” Reserve Level I’s “*shall*” be granted “designated” status after meeting certain criteria. This mandate is not a requirement of the state statute. Further, not all Level I Reserves need, nor should, be granted “designated” Level I status and this determination should be at the discretion of the Chief of Police. Therefore, staff recommends amending Winters Municipal Code §2.52.100 “Level 1 reserves—Eligibility determination” to remove the language mandating appointment to “designated” Level I status and, instead, reflect that this determination shall be at the discretion of the Chief of Police.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Draft ordinance amending Winters Municipal Code §2.52.100 “Level 1 reserves—Eligibility determination.”

ORDINANCE NO. 2017-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WINTERS, AMENDING WINTERS MUNICIPAL CODE §2.52.100
“LEVEL I RESERVES – ELIGIBILITY DETERMINATION”

WHEREAS, the City of Winters enacted Winters Municipal Code §2.52.090 “Level 1 reserves—Powers and duties—Statutory authority” and §2.52.100 “Level 1 reserves—Eligibility determination” to fulfill the statutory requirements of California Penal Code §830.6(a)(2) in appointing “designated” Level I Reserve Police Officers; and

WHEREAS, Winters Municipal Code §2.52.100 “Level 1 reserves—Eligibility determination” mandates the appointment of “designated” Level I Reserve Police Officers after meeting certain criteria and this mandate is not a requirement of the state statute as codified in California Penal Code §830.6(a)(2); and

WHEREAS, the City Council desires to modify Winters Municipal Code §2.52.100 “Level 1 reserves—Eligibility determination” to reflect that the determination to appoint “designated” Level I Reserve Police Officers should be at the discretion of the Chief of Police”;

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

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. Winters Municipal Code §2.52.100 “Level 1 reserves—Eligibility determination” is hereby amended to read as follows:

Title 2
ADMINISTRATION AND PERSONNEL

2.52.100 Level 1 reserves—Eligibility determination.

Those ~~e~~City of Winters police reserves who have qualified as Level 1 reserves pursuant to Penal Code Section 832.6(a)(1) and, in addition, have completed ~~a minimum of two years’ field experience~~ the California P.O.S.T. approved Field Training Program comprising of a minimum of four hundred (400) working hours with the Winters ~~p~~Police dDepartment, or as was hired as a qualified lateral Level 1 police reserve officer from another California P.O.S.T. agency, ~~shall have those~~ may be granted peace officer powers and duties as provided by Penal Code Section 830.1 in accordance with Penal Code Section 830.6(a)(2) at the discretion of the Chief of Police.

SECTION 3. If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutionally by a court of competent jurisdiction, such decision shall

not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

PASSED AND ADOPTED this ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Wade Cowan, Mayor

ATTEST:

Nanci G. Mills, City Clerk

APPROVED AS TO FORM:

ETHAN WALSH, City Attorney



STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: September 19, 2017
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager
SUBJECT: Salmon Festival Funding Request

RECOMMENDATION: Staff recommends the Council support the Annual Salmon Festival on November 4th at Rotary Park in the amount of \$2,500.

BACKGROUND: Last year the City in partnership with several agencies organized the First Winters Salmon Festival. The inaugural event was well attended and this year and staff and with our partners , are making a few changes to improve the event. Once again the event will feature information booths celebrating the return of the salmon to Putah Creek Nature Park. There will be food and drinks, music, activities for children and we hope to open the flood gates in the bypass sooner, to facilitate having the Salmon make their way into town during the Festival. We expect an increase in the crowd this year and hope to raise more funds, which will be going towards a scholarship for a Winters High School student, ongoing outreach and restoration projects.

The event will take place at Rotary Park on November 4th, and thus far we have financial commitments from Solano County Water Agency, Bureau of Reclamation, and in kind services from Putah Creek Council, Solano RCD, Solano County Parks, CA Fish and Wildlife and Putah Creek Trout. We will be using funds for publicity, prizes and other materials/services as needed. Once again students from all of Winters schools will be involved on a variety of projects, field trips and projects We plan on closing E. Main Street between Railroad Avenue and Elliot Street.

FISCAL IMPACT: \$2500 suggested to come from the Council Discretionary Funds