



REVISED Winters City Council Meeting ***REVISED***
City Council Chambers
318 First Street
Tuesday, March 20, 2018
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, March 6, 2018 (pp. 4-9)
- B. Resolution 2018-07, Approving a Public Improvement Agreement and Final Map #5066 for the Olive Grove Phase 1 Project (pp. 10-37)
- C. Housing Element Annual Progress Report (pp. 38-54)

PRESENTATIONS

League of California Cities Women's Caucus Recognizes Gwen Pisani as a 2018 Woman of Persistence

Fire Department Presentation

DISCUSSION ITEMS

- 1. **General Plan Update (Backup Under Separate Cover)**

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

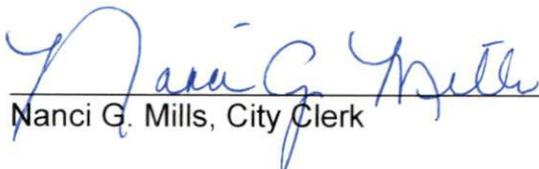
- 1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the March 20, 2018 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 March 15, 2018, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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

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

The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.

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Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.*

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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 March 6, 2018

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., Police Chief John Miller, Public Works Superintendent Eric Lucero, Environmental Services Manager Carol Scianna, Director of Financial Management Shelly Gunby, and Management Analyst Tracy Jensen

Karen May, President of the Winters Senior Foundation, led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Neu, second by Council Member Biasi 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: Marie Walker, 1000 Adams Lane, invited Council and all seniors to attend the Annual Senior Spring Luncheon sponsored by the Winters Senior Foundation. The indoor picnic will be held on March 15 @ St. Anthony's Parish Hall from 12-2pm and will feature create-your-own salads and sandwiches. This is a free luncheon for seniors 55+ and over, and all those attending will receive a raffle ticket for raffle prizes.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, February 20, 2018
- B. Minutes of the Joint Workshop of the City Council and Planning Commission Held on Wednesday, February 21, 2018
- C. Street Closure Request and Amplified Sound Permit for the Monthly Car Show Sponsored by The Buckhorn Steakhouse
- D. Resolution 2018-05 in Support of SB 5, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, or the California Clean Water & Safe Parks Act

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

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

PRESENTATIONS: None

DISCUSSION ITEMS

- 1. Resolution 2018-06 in Support of Reducing Crime in Keeping California Safe Act of 2018

Chief of Police John Miller, speaking on behalf of the California Police Chiefs Association and Cal Chiefs, said the Reducing Crime and Keeping California Safe Act of 2018 is a way for the Chiefs to attempt to close the loopholes due to the unintended consequences of the passage of Prop. 47, Prop. 57, and AB109, which were ultimately designed to reduce the prison inmate population.

Chief Miller then shared a list of crimes that are not considered "violent" under current California law, allowing inmates convicted of these crimes to be released

from prison early. This initiative would stop early release by re-categorizing these crimes as violent. This initiative also seeks to reinstate the collection of DNA (modern day fingerprint) for certain crimes in order to create a database, re-implement the penalty for serial theft, and reinstate the ability to consider a criminals' overall crime history.

Chief Miller also stated there are currently no parole violation hearings being held, which have resulted in a carousel justice system.

Council Member Loren thanked Chief Miller and said there may not be a direct fiscal impact to the City, but there will be a fiscal impact with the passage of this initiative. Signatures are still needed to put this initiative on the November ballot, which would give Council ample time to receive more input and determine the fiscal impact before supporting this initiative. Council Member Loren then read aloud several sections within the initiative and provided statistics on urban crime in Yolo County that appear to have flat lined or leveled out. Council Member Loren added that she supports DNA testing regarding rape kit DNA, although funding to process the rape kits has been lacking, resulting in rape kits not being tested. Council Member Loren concluded by saying she would prefer funding of rape kits over obtaining fingerprints of petty thieves.

Chief Miller responded to the numerous comments made by Council Member Loren, reminding Council that the penal code is created by the legislature and it's the police department's duty to enforce it.

Council Member Neu said he read the initiative, and although he acknowledged Council Member Loren's concerns, he said there is more good than evil in the initiative. Chief Miller said it's up to Council whether they want to support it and put it before the voters, adding that it will be costed out on the ballot. Council Member Loren said Council should have been given the fiscal cost instead of indicating no fiscal impact on the staff report.

Council Member Biasi said that although Prop 47 and 57 are still in place, this is a good step to correct some of it. Council Member Anderson said the State shoving this back to the locals is a never ending story. It's important to do something about it, since the community is the one that is suffering. It is important to support our police as best we can and suggested it be sent out to the voters. Mayor Cowan agreed and said the initiative is not perfect, but it addresses the shortfalls of Prop 47 and 57 and looks to correct the problems therein. The State is trying to reduce the prison population and although it's not perfect, it's a step in the right direction.

City Attorney Walsh said it is up to Council to create policy and it appears that the cities are doing everything legal. Mayor Cowan then opened the floor to public comment, of which there were none.

Motion by Council Member Biasi, second by Council Member Neu to adopt Resolution 2018-06 in Support of Reducing Crime in Keeping California Safe Act of 2018. Motion carried with the following vote:

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

2. Economic Development Committee Composition - Two At-Large Members

City Manager Donlevy gave an overview and said the committee membership list shown on the staff report inadvertently omitted two at-large members. Staff is recommending the expansion of the committee to include two or three at-large members from the community.

Motion by Council Member Loren, second by Council Member Neu to approve the expansion of the Economic Development Committee to include 2 or more at-large members from the public. No public comments were provided. Motion carried with the following vote:

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

3. Public Works Projects List and Review of Capital Projects for Fiscal Years 2018-2019 and 2019-2020

Public Works Superintendent Eric Lucero broke the project list down into departments (facilities, parks, streets, and wastewater/storm drain), provided a description of the work to be completed and the target date of completion, as well as the amount/source of funding for FY 18-19 and FY 19-20.

Mayor Cowan asked if the creek trail would be connected and Carol replied that an easement would be necessary but staff has been unable to obtain an easement from the landowner. Council Member Anderson asked whether the linear park was going in and City Manager Donlevy said he would be meeting to discuss their ideas, including the possibility of trading a linear park for a sports park. Eric Lucero said the relocation of the toddler play structure taken from City Park will be installed at Valley Oak Park, with Project Playground agreeing to fund the move.

Regarding Streets projects, City Manager Donlevy said staff is working on a welcome sign to be placed inside the roundabout and engineers are working with Cal Trans to remove some of the signs outside the roundabout. Council Member Biasi suggested a Corp Yard beautification plan for those entering and exiting the roundabout. In addition to repairing and sealing several streets, staff will coordinate with PG&E to run underground utilities in Newt's Expressway before repaving. Staff will also be placing flashing crosswalk beacons at the pedestrian crosswalks at Railroad & Russell (for cars coming across the bridge), and at Railroad & Carrion.

City Manager Donlevy said the largest expenditure will be the new bar screen at the Waste Water Treatment Plant. Staff is also contemplating the potential purchase of a solar field, where the City could possibly allocate or sell power back to the City. Regarding Chromium 6, Carol Scianna said the City would decline the consultants offer to conduct a pilot test on our wells and not spend any money until the City receives the hexavalent chromium maximum contaminant level (MCL) for drinking water from the State Water Resources Control Board. Carol also said she would like to get the Climate Action Plan adopted and there is money available from the County to complete the plan. Council Member Loren suggested this expenditure be moved to 18/19 and Carol agreed, adding there is a lot of new legislation and she would like to get some public input. John Mott-Smith from Yolo County said he is willing to help.

Council and staff discussed increasing the funds for sidewalk repairs and ADA improvements and City Manager Donlevy said staff is working on an ADA Transition Plan that identifies the most severely damaged locations. Excess TDA funds from current projections will also be placed into a sidewalk fund, with high priority repairs taking precedence.

Council Member Loren suggested that staff start the public review period for the Climate Action Plan earlier rather than later. After attending the recent Climate Change meeting, Carol Scianna said the Office of Planning & Research (OPR) is coming out with new guidelines to encompass the climate change and staff will move forward after the new guidelines are published.

Council Member Neu asked when work will begin on the next general plan and requested it be on a future agenda so this item can be moved forward.

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

1. None
-

CITY MANAGER REPORT: City Manager Donlevy will be participating all day in a Yolo County Transportation District panel to review evaluation proposals for Yolo County transit. The 40 mph signs on either side of the roundabout will be there just a bit longer. The radar survey has been completed and staff is working through Cal Trans to get it adopted. Kudos to the Karen May and the entire Winters Senior Foundation for receiving their 501(c)(3) status. With the help of Sheila Allen, Consultant for Winters Older Adult Programs and Services and Staff Member Dan Maguire, a culture will be established in Winters. Please attend their luncheon and celebrate the Winters Senior Foundation.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Cowan adjourned the meeting at 8:50 p.m.

Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: March 20, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer
SUBJECT: Resolution 2018-07 Approving the Final Map and Public Improvement Agreement for Olive Grove, Phase 1

RECOMMENDATION: Adopt Resolution No. 2018-07, approving the following:

- a. Authorize the Mayor to execute the Public Improvement Agreement with SLO Rentals, LLC.; and
- b. Approve the Subdivision Final Map #5066 for Olive Grove Phase 1; and
- c. Authorize the City Clerk to record the Public Improvement Agreement and Final Map with the County Recorder.

BACKGROUND: The Tentative Subdivision Map and Conditions of Approval were approved by Planning Commission on May 23, 2017. As a condition of the development, the Applicant is required to enter into a Public Improvement Agreement in order to construct the required public improvements. The Olive Grove subdivision includes 21 single-family lots.

DISCUSSION: Olive Gove, Phase 1 includes 5 lots along Hemenway. The proposed improvements include driveways, curb, gutter, and sidewalk consistent with the adjacent improvements, utility services, street lights, and signing and striping.

SLO Rentals, LLC. has furnished the City with the necessary documentation to complete the processing of the Final Map. The Developer has signed the (attached) Public Improvement Agreement. Approval will allow the public improvements associated with the project to be constructed. The Public Improvement Agreement requires bonds to assure construction of the public improvements, a deposit for city

inspection, and stipulates the work shall be completed within one year of notice to proceed.

FISCAL IMPACT: None associated with this action

Attachment: Resolution
Final Map Exhibit
Public Improvement Agreement
Site Plan

RESOLUTION NO. 2018-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE SUBDIVISION FINAL MAP #5066 OF OLIVE GROVE PHASE 1, AUTHORIZING THE MAYOR TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT WITH SLO RENTALS, LLC, AND AUTHORIZING THE CITY CLERK TO FILE THE FINAL MAP AND PUBLIC IMPROVEMENT AGREEMENT WITH THE COUNTY RECORDER.

WHEREAS, the City of Winters, a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City") is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting the approval of the Final Map entrance of the City into certain agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council staff report entitled "Public Improvement Agreement and Subdivision Final Map Approval for Olive Grove Phase 1" submitted for City Council consideration at its meeting of March 20, 2018 to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such a date the City Council conducted a dully noticed public hearing on the adoption of this Resolution at which hearing the City Council provided members of the public an opportunity to comment and be heard, and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the Public Improvement Agreement with SLO Rentals, LLC in the form attached hereto as Exhibit A and incorporated herein by this reference (the "Agreement") is hereby approved.

- b. That the Mayor is hereby delegated authority to, and is authorized and directed to, execute the Agreement substantially in the form attached.
- c. That the Subdivision Final Map #5066 of Olive Grove Phase 1 attached hereto as Exhibit B and incorporated herein by this reference (the "Map") is hereby approved.
- d. Authorize the recordation of the Agreement and Map by the City Clerk.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Winters at its meeting held on March 20, 2018 by the following vote:

AYES:

NOES:

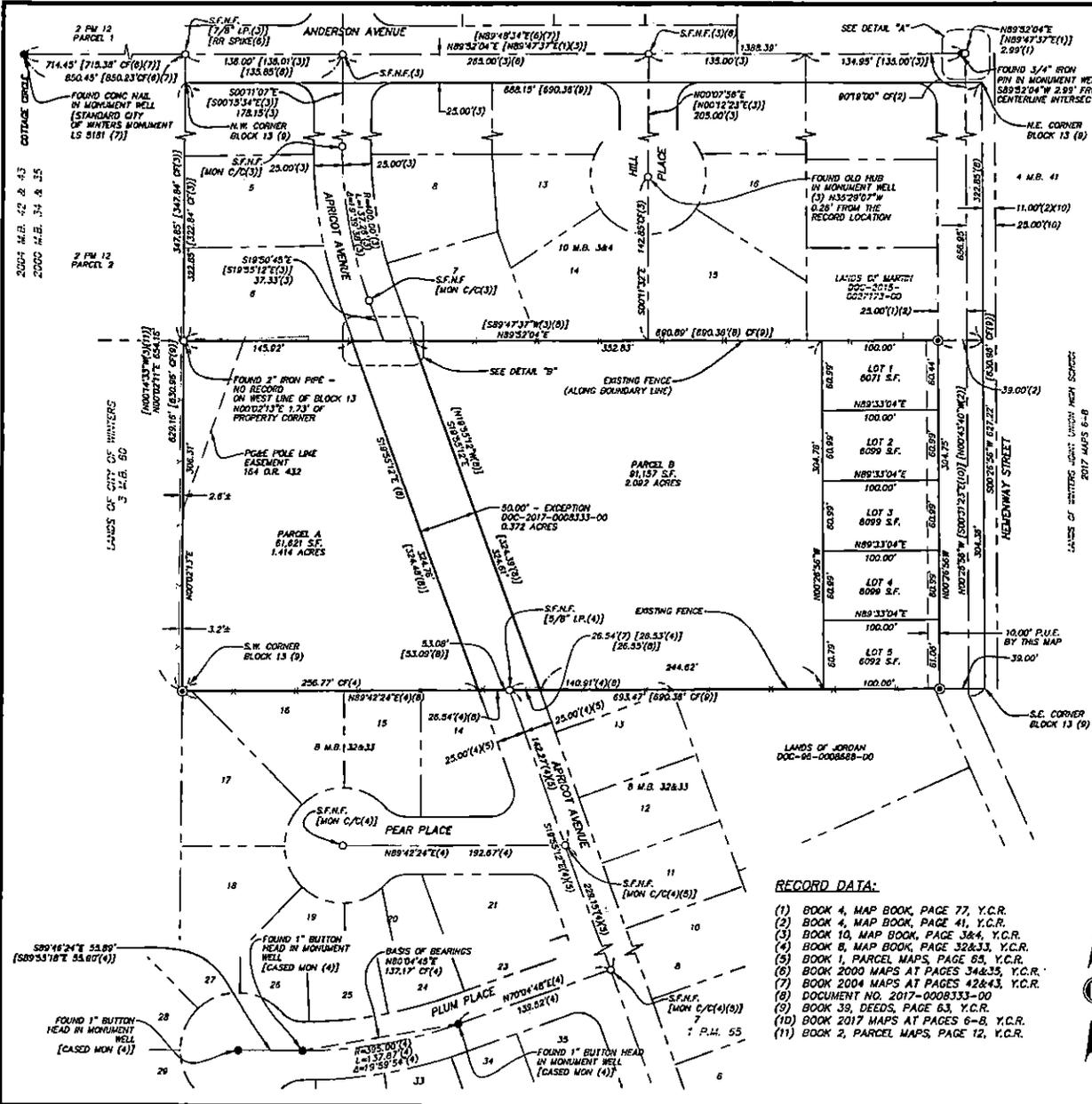
ABSTAIN:

ABSENT:

Wade Cowan, Mayor

ATTEST:

Nanci G. Mills, City Clerk



NOTES:

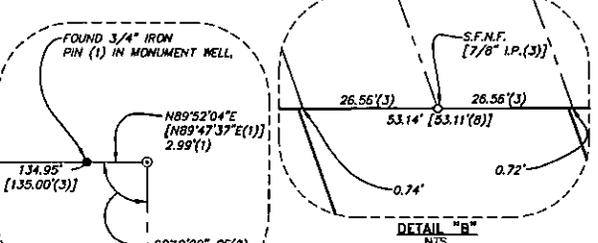
1. THE TOTAL AREA FOR THIS SUBDIVISION IS 0.70± ACRES, GROSS, CONSISTING OF 5 SINGLE-FAMILY LOTS, AND 1 REMAINDER.
2. ALL DISTANCES ARE GROUND, AND SHOWN IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
3. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE OR CURVE MAY NOT EQUAL OVERALL QUANTITY DUE TO ROUNDING.
4. A 1/2" X 18" REBAR WITH TAG LS 7521 MONUMENT WILL BE SET AT EACH REAR LOT PROPERTY CORNER AND AT EACH REAR LOT LINE ANGLE POINT UNLESS OTHERWISE SHOWN OR NOTED.
5. THE STREET SIDE PROPERTY LINES OF EACH LOT WILL BE MARKED WITH A 1/4" DIAMETER, SOLDER-FILLED HOLE IN THE CONCRETE SIDEWALK; THIS HOLE WILL BE POSITIONED ON THE PROJECTION OF THE SIDE LINE AT A DISTANCE OF 1.00-FOOT FROM THE FRONT LINE.
6. ALL EASEMENTS AFFECTING THIS PROPERTY PER FIRST AMERICAN TITLE COMPANY, POLICY NO. 5612987, DATED JANUARY 11, 2018 ARE SHOWN OR LISTED HEREON. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
7. THE EXTERIOR BOUNDARY SHOWN HERE ON IS BASED ON THE PARCELS DESCRIBED IN DOCUMENT NO. 2017-0008333-00.

LEGEND:

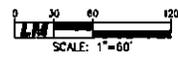
- FOUND MONUMENT AS NOTED ON MAP
- ⊙ SET 3/4" REBAR WITH 1 1/2" ALUMINUM CAP STAMPED "LS 7521"
- () INDICATES RECORD DATA (SEE BELOW)
- [] INDICATES INFORMATION PER RECORD DATA
- INDICATES DIMENSION POINT, NOTHING FOUND, SET, OR AS NOTED
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- S.F.N.F. INDICATES SEARCHED FOR NOTHING FOUND
- C.F. INDICATES CALCULATED FROM
- - - INDICATES FENCE LINE

BASIS OF BEARINGS:

THE RECORD BEARING OF N80°04'45"E SHOWN HEREON FOR THE CHORD BETWEEN CENTERLINE MONUMENTS OF PLUM PLACE AS CALCULATED FROM BOOK 8 OF MAPS PAGES 32&33, WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY.



- RECORD DATA:**
- (1) BOOK 4, MAP BOOK, PAGE 77, Y.C.R.
 - (2) BOOK 4, MAP BOOK, PAGE 41, Y.C.R.
 - (3) BOOK 10, MAP BOOK, PAGE 3&4, Y.C.R.
 - (4) BOOK 8, MAP BOOK, PAGE 32&33, Y.C.R.
 - (5) BOOK 1, PARCEL MAPS, PAGE 65, Y.C.R.
 - (6) BOOK 2000 MAPS AT PAGES 34&35, Y.C.R.
 - (7) BOOK 2004 MAPS AT PAGES 42&43, Y.C.R.
 - (8) DOCUMENT NO. 2017-0008333-00
 - (9) BOOK 39, DEEDS, PAGE 63, Y.C.R.
 - (10) BOOK 2017 MAPS AT PAGES 6-8, Y.C.R.
 - (11) BOOK 2, PARCEL MAPS, PAGE 12, Y.C.R.



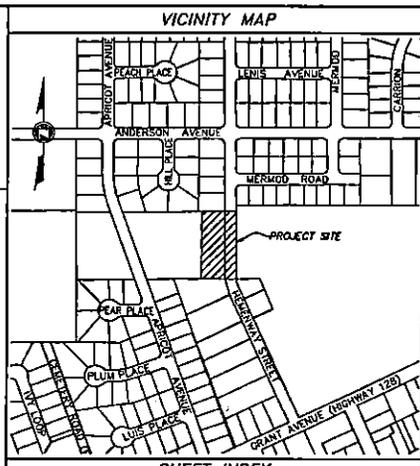
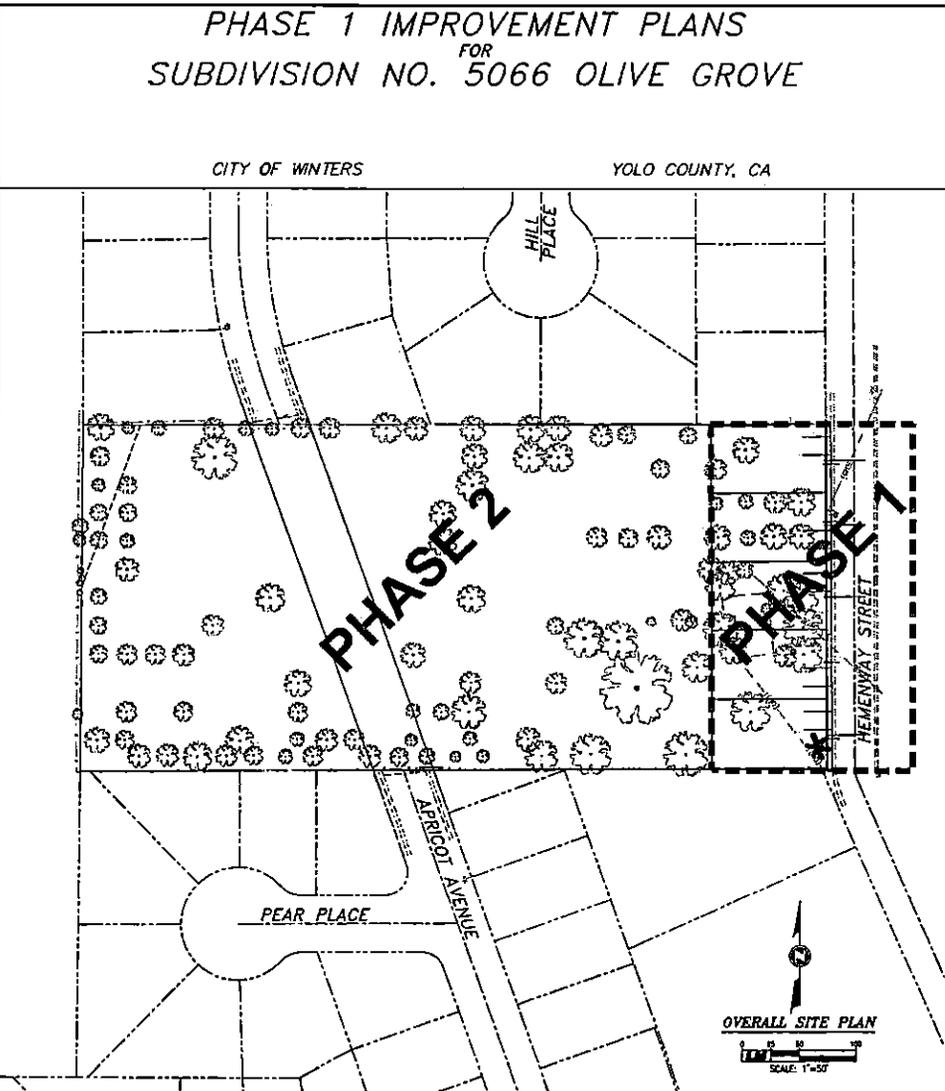
FINAL MAP OF SUBDIVISION NO. 5066 OLIVE GROVE PHASE I

BEING A PORTION OF BLOCK 13, BOOK 39 OF DEEDS, AT PAGE 63, AND ALSO BEING A PORTION OF THE NORTHEAST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN
 CITY OF WINTERS, COUNTY OF YOLO, CALIFORNIA

LM LAUGENOUR AND MEIKLE
 CIVIL ENGINEERING - LAND SURVEYING - PLANNING
 408 COURT STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (530) 862-1755
 P.O. BOX 828, WOODLAND, CALIFORNIA 95678 - WEB: www.lmae.net
 MARCH 13, 2018 SHEET 3 OF 3

LEGEND

SYMBOL	DESCRIPTION
	STORM DRAIN AND MANHOLE
	PERFORATED STORM DRAIN
	SANITARY SEWER AND MANHOLE
	SANITARY SEWER FORCE MAIN
	SEWER PUMP STATION
	FIRE HYDRANT AND VALVE ASSEMBLY
	WATER MAIN VALVE, DOUBLE DETECTOR, CHECK VALVE, METER & BLOWOFF VALVE
	JOINT UTILITY TRENCH
	GAS MAIN
	ELECTRICAL LINE
	TELEPHONE LINE
	STREET LIGHT CONDUIT, WIRING & PULL BOX
	STREET LIGHT SERVICE POINT AT UTILITY CO. BOX
	STREET LIGHT AND POLE
	UTILITY POLE WITH DOWN OUT & ANCHOR
	POWER POLE, TELEPHONE POLE, JOINT POLE
	FENCE
	VERTICAL CURB, GUTTER & SIDEWALK WITH DRIVEWAY
	CATCH BASIN OR DRAINAGE INLET
	FLOWLINE OF DITCH OR SWALE
	DIRECTION OF SURFACE DRAINAGE FLOW
	CUT OR FILL SLOPE
	RIGHT OF WAY OR PROPERTY LINE
	STREET CENTERLINE OR BASELINE
	SURVEY MONUMENT
	SIGN
	TREE
	TREE TO BE REMOVED
	EXISTING GROUND SURFACE ELEVATION
	EDGE OF PAVEMENT AND ELEVATION
	FLOW LINE GRADE
	TOP OF CURB GRADE/ASPHALT GRADE
	FINISHED CONCRETE GRADE
	MATCH EXISTING GRADE (FIELD NOTES)
	PAVED UTILITY EASEMENT
	ROLL CURB, GUTTER, & SIDEWALK



SHEET INDEX

NO.	TITLE
1	TITLE SHEET
2	ABBREVIATIONS & GENERAL NOTES
3	GENERAL NOTES
4	TOPOGRAPHIC SURVEY & DEMOLITION PLAN
5	HEMENEY STREET
6	GRADING PLAN
7	STREET LIGHT LOCATION & DIMING & STRIPING
8	ENCLOSURE & SEDIMENTATION CONTROL PLAN

GEOTECHNICAL REPORT

BENCH MARKS

UTILITY REPRESENTATIVES

UTILITY	COMPANY	REPRESENTATIVE	PHONE NUMBER
GAS	P.G.&E.	KAREN BELL	(530) 356-9034
ELECTRICITY	P.G.&E.	KAREN BELL	(530) 356-9034
TELEPHONE	AT&T	HEATHER BENDER	(707) 258-5142
CABLE TV	WAVE BROADBAND	EVELYN CORTES	(918) 319-3211
USA			(800) 642-2444
WATER, SEWER, & DRAINAGE	PUBLIC WORKS DEPARTMENT	CAROL SCHANNA	(530) 795-4910
FIRE	CITY	ART MENDOZA	(530) 795-4131

DESIGNED BY	DRAWN BY	CHECKED BY
BFB	RNE	BFB

CITY OF WINTERS
PUBLIC IMPROVEMENTS
APPROVED FOR CONSTRUCTION

BY: ALAN L. MITCHELL, P.E.
CITY ENGINEER

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING & LAND SURVEYING - PLANNING
200 SOUTH STREET, WINDYBARK, CALIFORNIA 95983 - PHONE: (916) 892-1155
P.O. BOX 826, WINDYBARK, CALIFORNIA 95978 - FAX: (916) 892-1152

BY: BRYAN P. BONOMO
DATE: P.E. 41804

PHASE 1 IMPROVEMENT PLANS
FOR
SUBDIVISION NO. 5066 OLIVE GROVE

CITY OF WINTERS YOLO COUNTY, CALIFORNIA

TITLE SHEET

SCALE: 1"=50'	1
CAD FILE: 1983-2-1.dwg	SHEET 1 OF 8
DATE: 1/17/78	
DWG NO: 1983-2-1	

© Lauenour & Meikle 1983-2-1.dwg 1/17/78 1983-2-1.dwg

Recording Requested by
and when Recorded, return to:

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

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

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

PUBLIC IMPROVEMENT AND MAINTENANCE AGREEMENT

This Public Improvement and Maintenance Agreement (“AGREEMENT”) is made and entered into this ____ day of _____, 2018 (“EFFECTIVE DATE”) by and between the CITY OF WINTERS, a municipal corporation, hereinafter called (“CITY”) and SLO Rentals, A CA Limited Liability Company, hereinafter called (“DEVELOPER”). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the “PARTIES” and singularly as “PARTY.”

RECITALS

WHEREAS, DEVELOPER is the owner of certain property located within the CITY, as more particularly described in Exhibit A and is currently developing the property with a residential subdivision known as the Olive Grove, Phase 1 (“PROJECT”); and

WHEREAS, the PROJECT has been conditionally approved by the CITY Planning Commission subject to, among other requirements, the development of and dedication to the City of certain public improvements; and

WHEREAS, the public improvements for the PROJECT include, but are not limited to the following: streets, highways, sidewalks, sewer, water, curbs, gutters, storm drainage facilities, and other public utility facilities. The foregoing public improvements are

more particularly described in paragraph 3 of this AGREEMENT, and are hereinafter referred to as “the required public improvements;” and

WHEREAS, the improvement plans for the required public improvements have been prepared in accordance with plans and documents submitted to and approved by the CITY, the conditions of approval required by the Planning Commission, and in satisfaction of applicable state and local environmental compliance requirements; and

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

AGREEMENT

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

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

2. **Inspection Fees:** The DEVELOPER shall pay to the CITY fees for inspecting the construction of the required public improvements in an amount equal to a deposit of Five-Thousand Dollars (\$5,000). Said fees in the amount of \$5,000 shall be paid at time of approval of the improvement plans.

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

3. Construction of Improvements:

a. Except as otherwise provided below, DEVELOPER agrees to furnish, construct and install at DEVELOPER's sole cost and expense all the required public improvements as shown and approved on the improvement plans prepared by Laugenour and Meikle, dated February 23, 2018 ("IMPROVEMENT PLANS"), a copy of which are on file in the office of the City Engineer, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer, or by the Developer (which are approved by City.) The IMPROVEMENT PLANS may be modified by the DEVELOPER as construction progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required public improvements is One-Hundred-Thousand Four-Hundred Eighty-Two Dollars (\$161,482).

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

c. DEVELOPER agrees that gas, electric, telephone or cable television utilities shall be provided via underground transmission facilities to Developer's property at no cost to CITY.

4. **Conformance with Improvements Plans:**

a. All construction of the required public improvements shall conform with the IMPROVEMENT PLANS approved by CITY.

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

5. **Fulfillment of Conditions:** DEVELOPER shall fulfill all conditions of approval imposed by CITY's Planning Commission on May 23, 2017 and incorporated herein by this reference, in accordance with CITY ordinances, and state law.

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

7. **Inspection and Access to Work**

a. Except as otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the City Engineer. The City Engineer may observe the progress and quality of the work and determine, in general, if construction of the required public improvements is proceeding in accordance with the intent of the IMPROVEMENT PLANS. The City Engineer is not required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.

Visits and observations made by the City Engineer shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions, in conformance with this AGREEMENT.

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

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

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

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

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

g. Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the applicable government agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws,

ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection is required by the governing agency, the DEVELOPER shall furnish such notice to the appropriate agency.

8. Timeliness and Extension:

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

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

c. In the event the CITY extends the time of commencement and/or completion of the work to be done under this AGREEMENT, such extension shall in no way release any guarantee or security given by the DEVELOPER pursuant to this AGREEMENT, or relieve or release those providing an improvement security pursuant to this AGREEMENT. Those individuals or entities providing improvement security for the PROJECT as specified in Paragraph 9 below shall be deemed to have expressly agreed to any such extension of time. Any such

extension may be granted without notice to those entities or individuals providing improvement security to the DEVELOPER.

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

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

a. Improvement securities in the sum of One-Hundred-Thousand Four-Hundred Eighty-Two Dollars (\$161,482). for Performance, which is equal to 100% of the estimated cost to construct the public improvements within the CITY rights of way; and

b. Improvement securities in the sum of Righty-Thousand Seven-Hundred Forty-One Dollars (\$80,741) for Payment/Materials, which is equal to 50% of the estimated cost to construct the public improvements within the CITY rights of way

c. The type and form of the improvements security shall be in conformance with Chapter 5 of the Subdivision Map Act (Government Code section 66499.10) and shall be subject to the approval of the City Manager and City Attorney. No change, alteration, or addition to the terms of this Agreement or the improvement plans accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement, except as otherwise provided by the Subdivision Map Act. Security may be an instrument of credit or similar security from one or more financial institutions subject to regulation by the state

or federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, and said security document shall be subject to approval of the City.

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

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

b. Security securing the payment to contractor, his subcontractors and to persons furnishing labor, materials or equipment may, six (6) months after performance of the act and the completion and acceptance of the work, be reduced to an amount not less than the total of

all claims on which the action has been filed and notice thereof given in writing to the City Council, and if no such actions have been filed the security may be released in full.

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

12. **As Built Drawings:** DEVELOPER shall provide City with a copy of scanned as-built drawings within sixty (60) days of the completion of the project; Certificate of Occupancy.

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

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

DEVELOPER allow any contractor or subcontractor to commence work until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved.

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

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

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

2) AUTOMOBILE LIABILITY INSURANCE coverage in minimum limits of not less than One Million Dollars (\$1,000,000) shall be required by DEVELOPER and/or DEVELOPER's contractors and sub-contractors hired to perform work on the PROJECT for owned, hired, leased, and non-owned autos.

An additional insured endorsement to the DEVELOPER's liability insurance policies shall name the CITY, its elective and appointive boards, commissions, officers, agents, and employees, as

additional insured, and provide that such insurance is primary insurance with respect to the interest of the CITY and that of any other insurance maintained by the CITY.

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

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

this indemnification and hold harmless provision.

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

18. Repair of Reconstruction of Defective Work: For a period of one (1) year after acceptance by the City Council of the completed construction and work done under this AGREEMENT, DEVELOPER shall remain fully and completely responsible for the repair, replacement, and reconstruction of any defective or otherwise unsatisfactory work or labor done, or defective materials furnished, in the performance of this AGREEMENT by DEVELOPER. Should DEVELOPER fail or refuse to act promptly after receiving written notification by CITY of the necessity to act pursuant to the aforementioned requirement, or should the exigencies of the case require repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacements and perform the reconstruction work and DEVELOPER shall pay to CITY the actual cost therefore plus fifteen percent (15%) thereof, which additional fifteen percent (15%) shall be paid to CITY as and for an administrative fee. The PARTIES further understand and agree that the improvement security furnished pursuant to paragraph 9 of this AGREEMENT shall guarantee and secure the faithful performance of the provisions of this paragraph during the one-year warranty period.

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

PLANS, approved modifications, if any, City's improvement standards, and to the satisfaction of the City Engineer.

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

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

a. In the event of any such notice of breach and default, those entities or individuals providing improvement security to the DEVELOPER under Paragraph 9 shall have the duty to take over and complete the required public improvements herein specified. However, if within fifteen (15) days after the servicing upon it of such notice of breach, the security improvement providers do not give CITY written notice of its intention to take over the performance of the contract, and does not commence performance thereof within twenty (20) days after notice to such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and those providing improvement security to the DEVELOPER shall be liable to CITY for any excess cost or damages occasioned CITY thereby.

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

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

22. Prevailing Wages:

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

b. DEVELOPER, on behalf of itself, its successors, and assigns, waives and releases CITY from any right of action that may be available to any of them pursuant to Labor

Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, DEVELOPER acknowledges the protections of Civil Code Section 1542, which reads as follows:

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

By initialing below, DEVELOPER knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section. _____ (Initials of Authorized Developer Representative)

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

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

a. Purpose of said district is to provide and pay for the maintenance,

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

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

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

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

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

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

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

DEVELOPER: SLO Rentals, LLC
417 Mace Blvd., Ste. J #115
Davis, CA 95618
Tele: (530) 304-0419

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

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

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

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

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

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

a. If DEVELOPER owes CITY money as reimbursement of costs related to processing application to date, said reimbursement shall be paid prior to the EFFECTIVE DATE of this AGREEMENT.

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

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

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

e. The Flood Area Storm Drainage Development Impact Fees referred to in paragraph 32(d) for this Property and shall be paid in full prior to issuance of the certificates of occupancy for the development.

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

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

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

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

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

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

34. Certificates of Occupancy: Except as otherwise provided in this AGREEMENT, permanent certificates of occupancy for the "PROJECT" shall not be issued until after completion, and acceptance by the City, of the required public improvements pursuant to the approved public IMPROVEMENT PLANS, or the City Engineer and Fire Chief have provided their written approval.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

CITY OF WINTERS:

DEVELOPER:

BY: _____
Wade Cowan, Mayor

BY: _____

BY: _____

ATTEST:

APPROVED AS TO FORM:

Nanci G. Mills, CITY CLERK

Ethan Walsh, ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

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 described in DOC-2017-0008333-00, Yolo County Records, and being more particularly described as follows:

THE Westerly 100.00 feet of the Easterly 139.00 feet of that parcel of land described in DOC-2017-0008333-00.

Containing 30,462 square feet (0.699 acre) of land, more or less.

End of description.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: March 20, 2018
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Receive from the Successor Housing Agency the Annual Housing Element Progress Report to Legislative Body, Governor's Office of Planning and Research and State Department of Housing and Community Development Department for the Calendar Year Ending December 31, 2017

RECOMMENDATIONS:

Receive the Staff report regarding the Annual Housing Element Progress Report ("APR") for the Calendar Year ending December 31, 2017 to the Legislative Body, the State Department of Housing and Community Development, and the Governor's Office of Planning and Research.

BACKGROUND:

Government Code Section 65400 establishes the requirement that each city, county, or city and county planning agency prepare an annual report on the housing element of the general plan and progress in its implementation using forms and definitions adopted by the Department of Housing and Community Development. The forms are to be used for reporting on the status of the housing element and implements Sections 6200, 6201, and 6203 of the Department of Housing and Community Development California Code of Regulations, Title 25, Division 1, Chapter 6.5.

FISCAL IMPACTS:

None by this action

ATTACHMENTS:

2017 Housing Element Annual Progress Report ("APR")

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction

City of Winters

Reporting Period

01/01/2017 - 12/31/2017

Pursuant to GC 65400 local governments must provide by April 1 of each year the annual report for the previous calendar year to the legislative body, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). By checking the "Final" button and clicking the "Submit" button, you have submitted the housing portion of your annual report to HCD only. Once finalized, the report will no longer be available for editing.

The report must be printed and submitted along with your general plan report directly to OPR at the address listed below:

Governor's Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of W. Hills
 Reporting Period 01/01/2017 - 12/31/2017

Table A
Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
Winters Ranch	SF	Owner	0	0	0	11	11	0		0	market rate units, project does have an approved Affordable Housing Plan consistent with the City's Inclusionary Housing Ordinance
(9) Total of Moderate and Above Moderate from Table A3					0	11					
(10) Total by Income Table A/A3			0	0	0	11					
(11) Total Extremely Low-Income Units * Note: These fields are voluntary			0								

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction

City of W. VA

Reporting Period

01/01/2017 - 12/31/2017

Table A2

Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Westville
 Reporting Period 01/01/2017 - 12/31/2017

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units
(not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	0	0	0	0	0	0	0
No. of Units Permitted for Above Moderate	0	0	0	0	0	0	2

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of W. Hill
 Reporting Period 01/01/2017 - 12/31/2017

Table B
Regional Housing Needs Allocation Progress
 Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			<i>2013</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9			
Very Low	Deed Restricted	76	0	0	0	0	0	0	0	0	0	0	76
	Non-Restricted		0	0	0	0	0	0	0	0	0		
Low	Deed Restricted	54	0	0	0	0	0	0	0	0	0	0	54
	Non-Restricted		0	0	0	0	0	0	0	0	0		
Moderate		59	1	0	0	7	0	0	0	0	0	8	51
Above Moderate		130	0	0	32	26	11	0	0	0	-	69	61
Total RHNA by COG. Enter allocation number:		319											
Total Units ▶ ▶ ▶			1	0	32	33	11	0	0	0	0	77	
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													242

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction

City of Winters

Reporting Period

01/01/2017 - 12/31/2017

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
See paper copy			

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction

City of Watsonville

Reporting Period

01/01/2017 - 12/31/2017

General Comments:

2017 Program Implementation Status (Table C)

Program II.1 – AHSC reviewed the Affordable Housing Plan (“AHP”) submitted by SLO Rentals, LLC, owner of the Olive Grove (21 SFRs) subdivision.

AHSC recommended approval of the AHP, which included payment of in lieu fees for the very-low and low income units required to satisfy the inclusionary requirement of the City’s Inclusionary Housing Ordinance (94-10 & 2009-18)

Program II.2 – City Council, with affirmative recommendations from the AHSC and Planning Commission, approved the Affordable Housing Plan proposed by SLO Rentals, LLC; owner of the Olive Grove residential subdivision. Consistent with the language of the implementation program, the City “allowed for off-site development of the affordable units, accept in-lieu contributions of cash, and approve a combination of these methods”. Council approved the proposed inlieu fees and off site construction of the units.

Program II.20 – City Council adopted Ordinance 2017-01, amending existing second residential unit regulations to bring them into compliance with key changes in state law for accessory dwelling units (“ADUs”). Adoption of the changes aligned Winters Municipal Code for ADUs with the changes in state law resulting from SB 1069 and the companion bill AB 2299. As such, the changes reflect the City “seeking to provide a variety of housing types and will continue to implement Zoning Ordinance provisions to provide a variety of housing types” to include second units.

IV. 2013 IMPLEMENTATION PROGRAMS

The following is a list of programs which will guide the City's land use policies related to residential development for this Planning Period which ends in 2021. The City will work to implement these programs and to continue its efforts to generate and distribute resources for the development and preservation of affordable housing.

- II.1** The City shall maintain the Affordable Housing Steering Committee (AHSC) to review housing projects subject to the City's Ordinance 94-10 as well as any affordable housing development seeking City financial support either directly or via City-sponsored applications for subsidies. The City shall encourage project applicants to receive concurrent reviews by the AHSC and the Development Review Committee (DRC). The AHSC shall also advise the City Council, Planning Commission, and Successor Agency (CDA/redevelopment) on housing policy, City incentives to encourage the production of affordable housing units above the minimum inclusionary housing requirements, housing policy implementation, and the allocation of the CDA's Tax Increment Housing Set-Aside Funds. The AHSC does not have the power to alter project review, design review, or development standards.

Responsible Agency: City Council.

Financing: Small administrative cost to City; application permit fees.

Time Frame: Ongoing.

- II.2** The City shall continue to implement Ordinance 2009-18 (aka Inclusionary Ordinance) that requires at least 15 percent of all new development projects, with certain exceptions, within the City be affordable to very low-, low-, or moderate-income households. Development of the affordable units on-site will normally be preferred. When this is found to be infeasible or inappropriate, the City may allow off-site development of the affordable units, accept in-lieu contributions of cash or land, or may approve a combination of these and other methods. The City shall provide regulatory and financial incentives geared to the financial need of each project, which may include these:

1. The appropriate density bonus for projects meeting requirements of the Density Bonus Ordinance.
2. Providing financial assistance as funds are available and by connecting buyers with resources such as Mortgage Credit Certificates.
3. Assistance in accessing State or federal funding by lending support to such requests, priority permit processing for entitlements necessary to increase the competitiveness of a funding request, and providing documentation of housing needs that would increase the competitiveness of a funding request.
4. Modified development standards, such as for parking, setbacks, on- or off-site improvements, street improvement standards, and less stringent site plan (design review) requirements under the City's Planned Development Process.

Responsible Agency: City Council, Community Development Department.

Financing: Small administrative cost for application assistance.
Time Frame: Ongoing

II.3 The City shall continue to permit manufactured homes on permanent foundations in all zones that permit single-family homes according to the same development standards as site-built homes.

Responsible Agency: City Council, Planning Commission, Community Development Department.

Financing: Minor administrative cost.

Time Frame: Ongoing.

II.4 The City shall continue to allow for the development of duplexes on corner lots as a permitted use within the single-family zoning designation (R-1 and R-2 zones). The City will promote the construction of duplexes, including duplexes affordable to very low- or low-income households, through the following actions:

1. The City will encourage homebuilders to construct duplexes on corner lots as part of pre-application conferences.
2. The City will provide documentation necessary to support applications for State or federal financial assistance for affordable duplexes.
3. The City will offer reduced or deferred fees for affordable duplexes.
4. For larger projects, the City will negotiate alternative development standards, such as flexible yard and setback requirements through its planned development process.

Responsible Agency: City Council, Planning Commission, Community Development Department.

Financing: Minor administrative cost; permit fees.

Time Frame: Ongoing

II.5 The City shall continue to permit year round emergency shelters in R-3, R-4, C-2, and PQP zones as a permitted use without the requirement for a conditional use permit as set forth in the Zoning Ordinance.

Responsible Agency: City Council, Planning Commission, Community Development Department.

Financing: Minor administrative cost.

Time Frame: Ongoing

II.6 The City shall encourage development in the upper one-quarter of the density range in the Medium High-Density Residential designation and require it in the upper one-quarter of the density range in the High-Density Residential designation.

According to the Winters Municipal Code Chapter 17.60 (Residential Densities and Standards), the residential density range for the corollary zoning district of Medium High Density Residential designation is 6.1 to 10.0 units per acre. The

residential density range for the corollary zoning district of the High Density Residential designation is 10.1 to 20.0 units per acre. The upper one-quarter of the density range in the Medium High Density Residential designation is 9.025 to 10.0 while 17.525 to 20.0 is the upper one-quarter of the density range in the High Density Residential designation.

When a project is proposed in the upper one-quarter of the density range in the Medium High-Density Residential or High-Density Residential designations, the City shall not reduce the project density below 75 percent of the density range, unless there are specific site constraints that make such density infeasible or undesirable. A narrowly-defined exception is in the case of affordable rental housing where a reduction in the overall number of units results in the increase in the number of larger, family units. For affordable multifamily projects proposed in the upper one-quarter of the density range, the City shall provide non-financial incentives (such as reductions in street standards, setback requirements, and parking standards) and shall consider the provision of financial incentives where a financing gap can be demonstrated.

Responsible Agency: City Council, Community Development Department.

Financing: Minor administrative cost to the City; permit fees.

Time Frame: Ongoing

II.7 The City shall continue to pursue available and appropriate State and Federal funding sources to support efforts to meet new construction needs of extremely low-, very low-, low-, and moderate-income households. The City will market housing opportunities and assist developers with the construction of affordable housing through the following actions:

- The City will consider on a case by case basis, the provision of financial assistance for the construction of affordable housing to the extent that funding sources are available.
- The City will offer density bonuses for developments that include at least 5 percent extremely low-income units, 10 percent very low-income units, 20 percent low-income units, or 50 percent senior units, pursuant to state density bonus law.
- The City shall consider reducing or deferring fees. The amount of fee reduction or deferral will be based on the financial needs of each development. Affordable housing projects that address the needs of large families or extremely low-income households, or incorporate educational amenities/programs shall receive priority for fee reductions and waivers.
- The City will negotiate alternative development standards through its planned development process, such as alternative parking standards, street improvement standards, maximum density, setbacks standards, and lot coverage requirements.
- The City will apply for State or federal funding (such as CDBG or HOME funds) to acquire land, subsidize construction, or provide on-and off-site infrastructure improvement for lower-income housing projects.
- The City will offer assistance in accessing local, State, and federal funding for affordable housing by applying for such funding on behalf of the affordable housing developer or providing technical assistance or documentation necessary to support an application for funding.

The City will advertise the available State and Federal funding sources to developers or other interested parties through published information available at the Community Development Department's counter and in the general development application packet.

Responsible Agency: City Council, Community Development Department.

Financing: Community Development Block Grant (CDBG); HOME Investment Partnerships Act Program (HOME); Housing and Urban Development (HUD) 202 or 811 programs; Multifamily Housing Program; Department of Agriculture Rural Housing Services. (Ability to fund this program will largely depend on projects being brought forward by affordable housing developers and receiving grant/loan funds from State and Federal funding sources through a competitive process.)

Time Frame: Ongoing

- II.8** The City will continue to provide housing rehabilitation assistance to extremely low-, very low- and low-income homeowners and to rental property owners with extremely low-, very low- or low-income tenants. The City will continue to implement, annually review, and revise as needed, program guidelines for housing rehabilitation assistance.

Interested homeowners and other applicable parties can acquire information about this program through fliers at the Community Development Department's counter, the City's utility billing mailings, and targeted property mailings.

Responsible Agency: City Council, Community Development Department.

Financing: CDBG funds; HOME funds; CalHome funds; California Housing Finance Agency (CalHFA) HELP Program, as available (considered on a case by case basis). Ability to fund this program will largely depend on receiving grant/loan funds from State and Federal funding sources through a competitive process.)

Time Frame: Ongoing -Annual review and revisions of program guidelines, as appropriate.

- II.9** The City will encourage mixed use residential/commercial development in the Central Business District (CBD), neighborhood commercial, and office zones through:

1. Financial and regulatory incentives for projects that include a specified number of housing units affordable to very low- or low-income households under the City's density bonus ordinance.
 - a. Use of the planned development process to allow flexible development standards such as reduced or tandem parking, floor area ratio, and lot coverage limits.
 - b. Assistance in accessing State or Federal funding to subsidize the construction of very low- and low-income housing units.

- c. The City will continue to implement its Downtown Master Plan.
- d. The City will continue to implement its commercial condominium conversion ordinance.
- e. Continued implementation of the Downtown Form Based Code.

The City will promote mixed use developments in the following ways:

- 2. The City will prepare an inventory of sites with mixed use potential (based on current site and building conditions) and distribute this information to interested developers.
- 3. The City will post information about mixed use opportunities and the site inventory in the Community Development Department.

The City will advertise these incentives to developers or other interested parties through published information available at the Community Development Department's counter, in the general development application packet, and on the local community access television channel.

Responsible Agency: City Council, Community Development Department.

Financing: CDBG planning grant to prepare and distribute site inventory; CDBG, HOME, CalHFA HELP. Ability to fund this program will largely depend on receiving grant/loan funds from State and Federal funding sources through a competitive process.

Time Frame: Ongoing

II.10 The City will promote energy conservation and encourage solar energy use through the following actions:

- 1. Continue to implement State-building standards (Title 24 of the California Code of Regulations) regarding energy efficiency in residential construction. Annually provide information in the *Winters Express* on the availability of funding through the PG&E Energy Partners Program.
- 2. Provide California Energy Commission Brochures at City Hall.
- 3. The City will develop an ordinance specific to energy efficient (aka "green") building standards.
- 4. Continue to review proposed developments for solar access, on-site solar energy utilization, site design *techniques*, and use of landscaping that can increase energy efficiency and reduce lifetime energy costs without significantly increasing housing production costs.
- 5. The City shall study potential approaches and incentives for encouraging energy saving practices

Responsible Agency: Community Development Department.

Financing: Minor administrative cost to the City; permit fees.

Time Frame: Ongoing.

II.11 The City shall continue to cooperate with Yolo County Housing in its administration of the Section 8 Housing Voucher rental assistance program. For housing projects receiving City assistance, the City shall require that these .

projects accept Section 8 rental assistance. The City Housing Manager will meet with regularly with the Yolo County Housing Executive Director to explore avenues for collaboration and mutual support of the City and County's affordable housing goals for extremely low-, very low-, and low-income units.

Responsible Agency: Community Development Department, Yolo County Housing.

Financing: Small administrative cost to the City.

Time Frame: Ongoing.

II.12 The City shall continue its agreement with Yolo County HPAC to provide ongoing homeless services.

Responsible Agency: City Council, City Manager, Community Development Department.

Financing: City General Fund.

Time Frame: Ongoing.

II.13 The City shall continue to promote equal opportunity for all persons regardless of race, creed, color, national origin, religion, sex, marital status, disabilities, sexual orientation, or age. The City shall continue to refer fair housing complaints to the County District Attorney or to the State Fair Employment and Housing Commission. The City shall publicize its fair housing program by placing printed information in schools, libraries, other public buildings and meeting places, and by advertising in the local media.

Responsible Agency: City Council, Community Development Department.

Financing: Small administrative cost to the City.

Time Frame: Annual distribution, advertising, and posting of information in various City locations. Ongoing referral of discrimination complaints.

II.14 The City shall require, to the extent practicable, that 10 percent of the lots in residential subdivisions of 20 or more lots be marketed to local builders or owner-builders. The City will implement this goal through negotiated development agreements with residential developers. The pricing of these lots shall be based on a real estate analysis.

The City will require residential developers to place an ad in the local newspaper on at least three occasions and to publicly post the availability of the lots.

Responsible Agency: City Council, Community Development Department.

Financing: Small administrative cost to the City; permit fees.

Time Frame: Ongoing.

II.15 The City will assist non-profit housing corporations or any another entities seeking to acquire and maintain government-assisted housing developments that could convert to market rate housing. Acquisition will be by negotiated sale. The City will seek or support developer applications for available state, federal, and other grant or loan programs to acquire or rehabilitate such units, if necessary, to preserve their use for extremely low-, very low-, and low-income

households. To insure sufficient time to prevent the conversion of income-restricted units, the City will maintain a database of all assisted rental units which will include, address, ownership information, and date of possible conversion.

Responsible Agency: City Council, Community Development Department.

Financing: Relevant state and federal funding programs, including CDBG; HOME; CalHome. Ability to fund this program will largely depend on receiving grant/loan funds from State and Federal funding sources through a competitive process.).

Time Frame: On-going.

- II.16** The City shall continue to convene its DRC to expedite processing and approval of residential projects that conform to General Plan policies and City regulatory requirements. The DRC was formed to help facilitate the development review process by streamlining departmental comments at the beginning of applications and mitigating any potential conflicts later on in the approval process. The DRC brings together representatives from planning, engineering/public works, police, fire, school district, planning commission, and city council to provide pre-application comments for a project. Utilization of the DRC process is at the discretion of the applicant. The DRC meets on an as-needed basis.

Responsible Agency: Community Development Department.

Financing: Small administrative cost to applicants.

Time Frame: Ongoing.

- II.17** The City shall revise its in-lieu fee ordinance for affordable housing to more accurately reflect the actual cost of producing an affordable unit.

Responsible Agency: City Council, Community Development Department.

Financing: General Fund.

Time Frame: December 2014.

- II.18** The City shall require that new residential subdivisions incorporate universal design features into at least 5%, or higher percentage if required by federal or state regulations applicable to a specific project, of the single-family residences to assist persons with disabilities. The City will also expand eligibility for its low-income, owner-occupied rehabilitation program to include non-senior disabled households.

Responsible Agency: Community Development Department, Planning Commission, and City Council.

Financing: General Fund.

Time Frame: Ongoing.

- II.19** The City will work to ensure the success of new homeowners by providing pre and post-purchase counseling for all participants in the City's homeownership-based housing programs.

Responsible Agency: Community Development Department.

Financing: Grant funds, when available, and Inclusionary Housing in-lieu fees, if used to provide the homeownership units.

Time Frame: Ongoing

II.20 The City seeks to provide a variety of housing types and will continue to implement Zoning Ordinance provisions to provide a variety of housing types, including emergency shelters, supportive and transitional housing, manufactured housing, second units, single room occupancies, mixed use housing, and multifamily housing. . As described in the Housing Needs Assessment, the City is currently and historically an agricultural community and many of its residents provide farm labor. The City will continue to allow farmworker housing as set forth in the Zoning Ordinance.

Responsible Agency: Community Development Department, Planning Commission, and City Council.

Financing: General Fund.

Time Frame: Ongoing.

II.21 The City shall continue to implement its written procedures for requests of reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act in the application of zoning laws and other land use regulations, policies, and procedures.

Responsible Agency: Community Development Department, Planning Commission, and City Council.

Financing: General Fund.

Time Frame: Ongoing.