



**\*REVISED\*** Winters City Council Meeting **\*REVISED\***  
City Council Chambers  
318 First Street  
Tuesday, December 18, 2018  
6:30 p.m.  
**AGENDA**

*Members of the City Council*

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

*John W. Donlevy, Jr., City Manager  
Ethan Walsh, City Attorney  
Tracy Jensen, City Clerk*

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**5:30 p.m. – Executive Session**

**AGENDA**

Safe Harbor for Closed Session – Pursuant to Government Code Section  
54954.5

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

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**6:30 p.m. – Regular Session**

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, December 4, 2018 (pp. 5-11)
- B. State Public Contract Code 22032 - Increase of Bid Limits (pp. 12-18)
- C. Preliminary Green House Gas (GHG) Reductions City Actions Analysis (pp. 19-23)
- D. Resolution 2018-74, a Resolution of the City Council of the City of Winter Amending the City of Winters Conflict of Interest Code (pp. 24-31)
- E. Resolution 2018-72, a Resolution of the City Council of the City of Winters to Accept a Grant Deed for a 10 ft. Public Utility Easement for Olive Grove Phase 1 Map #5066 (pp. 32-39)
- F. Resolution 2018-73, a Resolution of the City Council of the City of Winters to Approve a Grant Deed for a Public Utility Easement for the Winters Healthcare Project (pp. 40-44)
- G. Resolution 2018-75, a Resolution of the City Council of the City of Winters consenting to Irrevocable Offers of Dedication (IOD) for Fee Title for Road Right of Way, Easement for Public Utility Easement, and Easement for Sidewalk and Pedestrian Access Purpose for the Winters Highlands (Stone's Throw) Phase 1A Subdivision; and Resolution 2018-76, a Resolution of the City

Council of the City of Winters Authorizing the Mayor to Execute the Subdivision Improvement Agreement with HBT of Winters Highlands, LLC., Approve the Final Map #4507 for Winters Highlands (Stone's Throw) Phase 1A Subdivision, and Authorize the City Clerk to Record the Final Map with the County Recorder (pp. 45-81)

- H. Resolution 2018-77, A Resolution of the City Council of the City of Winters to consent to accept an Irrevocable Offer of Dedication (IOD) of a Public Utility Easement for the Winters Highlands Phase I Final Map. (provided under separate cover)

### PRESENTATIONS

Youth Empowerment Summit (YES) Presentation by Jesse Salinas, Yolo County Assessor/Clerk-Recorder/Registrar of Voters

Fire Department Presentation

### DISCUSSION ITEMS

1. Waive the Second Reading and Adopt Ordinance 2018-06, an Ordinance of the City Council of the City of Winters Regarding Street Vendors (Food Trucks) (pp. 82-99)
2. Waive the Second Reading and Adopt Ordinance 2018-08, an Ordinance of the City Council of the City of Winters Adopting the PD Overlay Zone Regulations for the Cottages at Carter Ranch Phase II Subdivision (pp. 100-101)
3. Waive the Second Reading and Adopt Ordinance 2018-09, Amending the Winters Municipal Code Regarding "Regulated Parking on Certain Streets" (pp. 102-104)
4. Resolution 2018-77, a Resolution of the City Council of the City of Winters to Adopt and Update the Schedule of Fines and Penalties to Include Ordinance Adopted to Prohibit the Removal of Tire Markings Placed for Enforcement Purposes (pp. 105-110)
5. Waive the First Reading and Introduce Ordinance 2018-10, an Ordinance of the City Council of the City of Winters Adding Section 10.16.125 to the Winters Municipal Code "Removal of Tire Marking Prohibited" (pp. 111-113)

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

1. None

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## CITY MANAGER REPORT

### INFORMATION ONLY

#### ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the December 18, 2018 regular meeting of the Winters City Council was posted on the City of Winters website at [www.cityofwinters.org](http://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 December 11, 2018, and made available to the public during normal business hours.

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Tracy S. Jensen, City Clerk

*Questions about this agenda – Please call the City Clerk's Office (530) 794-6702. Agendas and staff reports are available on the city web page at [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)*

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

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

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

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*View on the internet: [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)*

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

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

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

*City Hall – Finance Office - 318 First Street*

*City Council meetings are streamed and can be viewed live at <http://www.cityofwinters.org/live-city-council-meetings/>. A recording of any streamed City Council meeting can be viewed at a later date at <http://www.cityofwinters.org/city-council-meeting-recordings/>.*



Minutes of the Regular Meeting of the Winters City Council  
Held on December 4, 2018

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Mayor Bill Biasi called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Wade Cowan, Jesse Loren, Pierre Neu and Mayor Bill Biasi  
Absent: None  
Staff: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh, Contract Planner Dave Dowswell, Economic Development/Housing Manager Dan Maguire, Police Chief John Miller, Building Official Gene Ashdown, City Clerk Tracy Jensen.

Marie Heilman led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy said there were no changes to the agenda. Motion by Council Member Neu, second by Council Member Loren to approve the agenda as presented. Motion carried with the following vote:

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, November 6, 2018
- B. Resolution 2018-68, a Resolution of the City Council of the City of Winters Approving the Appointment of Primary and Alternate

Representatives on the Yolo Emergency Communications Agency (YECA)

- C. Beverage Recycling Grant Purchases
- D. Well 7 Generator Repair
- E. Sacramento Yolo Mosquito & Vector Control District November 13, 2018 Report by City of Winters Representative Gar House

City Manager Donlevy gave an overview. Motion by Council Member Cowan, second by Council Member Loren to approve the Consent Calendar. Motion carried with the following vote:

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

PRESENTATIONS: None

#### DISCUSSION ITEMS

1. Public Hearing and Consideration of Resolution 2018-61, a Resolution of the City Council of the City of Winters, Adopting the 2018 Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan .

Economic Development/Housing Manager Dan Maguire gave an overview and said the Yolo County Operational Area Hazard Mitigation Steering Committee meets three times annually to discuss the upgrades to the plan, which is then presented every five years for formal adoption. Dan advised the City Council that Dana Carey, Yolo County's Office of Emergency Services Coordinator and David Block, Emergency Services Planner, were present and available to answer any questions. It was confirmed that once the plan update is adopted, the City could receive FEMA assistance in the event of a disaster.

Mayor Biasi opened the public hearing at 6:49 p.m. and closed the public hearing at 6:49 p.m.

Mayor Biasi asked if the City would get FEMA assistance in the event of a disaster. City Manager Donlevy said yes, David Block & Dana Carey oversee all emergency services planning for each of the cities within the multi-jurisdictional area. The five-part plan has been updated, evaluations have been completed and staff is recommending adoption. Mayor Biasi said a climate change action plan has been added and asked what kind of emergency would apply and what could FEMA do. City Manager Donlevy said drought has facilitated changes from a disaster standpoint. Drought and heat have contributed to fires for five

consecutive summers; these tangible aspects are included in the overall planning.

Dana Carey said in addition to natural hazards, Yolo County is adding manmade and technical hazards to the plan, which will also include mitigation strategies to make everyone safer going forward. Climate change over the last five years has seen sinking ground levels and well housing collapses, which are attributable to the drought.

Motion by Council Member Loren, second by Council Member Neu to approve Resolution 2018-61 adopting the 2018 Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan. Motion carried with the following vote:

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

City Manager Donlevy said David Block is also working on a Greater Winters Wildfire Protection Prevention Plan. The overall plan would create a fire council that would encompass the Winters fire protection area and hopefully expand up into the Capay Valley.

2. Public Hearing, Waive the First Reading and Introduce Ordinance 2018-06, an Ordinance of the City Council of the City of Winters Amending Chapter 5.36, Street Vendors (Food Trucks), and Title 17, Zoning Ordinance of the Winters Municipal Code (pp. 32-80)

Contract Planner Dave Dowswell gave an overview and confirmed that each vendor will go through an individual public hearing process to address each use permit submitted. He also confirmed there is a one-time fee for a conditional use permit, and staff and the Planning Commission will address the use permits. For a vendor with edibles, a Yolo County Health Dept. permit is also required. Vendors won't have to go through the conditional use permit process if they are participating in a sponsored event, but they will still be required to have a City business license and go through the Yolo County Health Department if food is involved. Dave also confirmed he would respond to the e-mail submitted by Lorenzo Arce regarding this item.

Mayor Biasi opened the public hearing at 7:10 p.m.

Marie Rojo Heilman asked Council to support local food trucks, one of which has donated over \$10,000 to local sports teams and often donates food for other local events. This vendor has a City business license as well as permits for all of the cities they do business in. Marie added it would be nice to have a map so food trucks would know where they can go.

Mayor Biasi closed the public hearing at 7:15 p.m.

Council Member Cowan said he supports this and is glad it's moving forward. Council Member Loren said she understands the concerns of the brick and mortar businesses, but food trucks are a great business model to deliver food to those who are hungry and is also glad the item is moving forward. Mayor Biasi said we're not trying to get rid of the taco truck on Grant Avenue, we're just regulating where, how, when, etc. The process will say exactly where the food trucks can be located and opens up the area for potential food trucks. The average cost for a use permit is \$1,760, and the one-time fee runs with the land. The property owner will obtain the permit and also has to consent to the food truck placement on his property. Dave said limitations apply around key intersections due to the safety aspect and added that felons cannot apply for a permit.

Mayor Biasi asked about sidewalk vendors blocking the sidewalks. Dave said this issue is complaint-driven and if a vendor is creating blockage, the City has the right to have them relocate to a safer location. He added that stationary food carts don't need county approval.

Motion by Council Member Cowan, second by Council Member Neu to waive the first reading and introduce Ordinance 2018-06 amending Chapter 5.36, Street Vendors (Food Trucks), and Title 17, Zoning Ordinance of the Winters Municipal Code. Motion carried with the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

3. Public Hearing, Waive the First Reading and Introduce Ordinance 2018-08, an Ordinance of the City of Winters Adopting Planned Development (PD) Overlay Zone Regulations for the Cottages at Carter Ranch Phase II Subdivision; and the Adoption of Resolution 2018-69, a Resolution of the City Council of the City of Winters Approving the Tentative Subdivision Map for the Cottages at Carter Ranch Phase II Subdivision (pp. 81-100)

Contract Planner Dave Dowswell gave an overview. Mayor Biasi inquired about Conditions 46 & 47 regarding the height requirements of the retaining wall and chain link fence. City Manager Donlevy said the subdivision improvement agreement will address all these things, except those that are no longer applicable. Staff will come back to Council for the approval of the tentative map.

Mayor Biasi opened the public hearing at 7:37 p.m. and closed the public hearing at 7:38 p.m.

Mayor Biasi said this is a great proposal and it's nice to see these lots being developed. If approved by Council, this will provide more affordable housing. City Manager Donlevy said Dan Maguire and Dan Sokolow brought in Neighborworks, who provided education on several fronts and prequalified those residents who wanted to buy a home. The City carried silent seconds and four of those silent seconds have been paid off.

Motion by Council Member Neu, second by Council Member Loren to introduce Ordinance 2018-08 adding the modified Planned Development (PD) Overlay standards/regulation to the property commonly known as the Cottages at Carter Ranch Phase II (APN 030-392-006) and adopt Resolution 2018-69 approving the tentative map for the property known as the Cottages at Carter Ranch Phase II. Motion carried with the following vote:

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

4. Second Reading and Adoption of Ordinance 2018-07, an Ordinance of the City Council of the City of Winters Amended Sections of the Winters Municipal Code Regarding Administrative and Enforcement of Parking Violations and Citations

Police Chief John Miller gave an overview. Motion by Council Member Loren, second by Council Member Cowan to adopt Ordinance 2018-07 amending sections of the Winters Municipal Code Regarding Administrative and Enforcement of Parking Violations and Citations. Motion carried with the following vote:

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

5. Adoption of Resolution 2018-70, a Resolution of the City Council of the City of Winters Adopting and Updating the Schedule of Fines and Penalties Regarding Regulated Time Limit Parking and Late Payment Penalty

Police Chief John Miller gave an overview. There was discussion regarding the times of enforcement, but this resolution provides the flexibility to post signs restricting parking times at the City's discretion. Mayor Biasi asked if anyone wanted to comment on this item and resident Tina Lowden insisted that Winters does not have a parking problem.

Motion by Council Member Loren, second by Council Member Cowan to approve Resolution 2018-70 establishing the schedule of fines and penalties for traffic and parking violations. Motion carried with the following vote:

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

6. Introduce and Waive the First Reading of Ordinance 2018-09 to Amend the Winters Municipal Code §10.16.120(A) "Regulated Parking on Certain Streets"

Police Chief John Miller gave an overview. Motion by Council Member Cowan, second by Council Member Neu to waive the first reading and introduce Ordinance 2018-09, amending the Winters Municipal Code regarding regulated parking on certain streets. Motion carried with the following vote:

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

7. Yolo Habitat Conservancy Loan Agreement

City Attorney Ethan Walsh gave an overview and said Council had previously adopted the Final Yolo Habitat Conservation Plan/Natural Communities Conservation Plan (Yolo HCP/NCCP) earlier this year to conserve the habitat of endangered species in the region. This plan will be funded primarily by development impact fees, but during the interim, their current work needs funding/revenue. The proposed loan agreement will be paid back from impact fees from the coming years. While Winters has been asked to lend \$10,745, other communities are lending approximately \$50,000. The loan agreement terms are outlined in the staff report. Through membership on the board, the debt will be tracked to make sure the cities are being paid back within the next few years. Council Member Loren said it's very important for the City of Winters to support this and she's glad it's moving forward.

Motion by Council Member Neu, second by Council Member Loren to approve Resolution 2018-71 authorizing the City Manager to enter into a loan agreement with the Yolo Habitat Conservancy (YHC) to fund the implementation of the Yolo Habitat Conservation Plan/Natural Communities Conservation Plan (Yolo HCP/NCCP) during the 2018-19 fiscal year. Motion carried with the following vote:

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

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

1. None

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CITY MANAGER REPORT: The second Strategic Planning workshop will be held on December 12<sup>th</sup> at the Public Safety Facility. On December 14<sup>th</sup>, the Sacramento Valley Managers Group are going to Paradise to meet with Town Manager Lauren Gill to tour the area, talk, brainstorm, and provide professional advice. Attended the groundbreaking ceremony for the Winters Healthcare Project, which is a huge project for the City. They are proud of where they came from and we're proud of the Winters Healthcare Foundation board. The facility will be amazing and we will celebrate when they open. All permit applications have been received for the Blue Mountain Terrace project and they are ready to go! Updated impact fees have been adopted but don't go into effect until January 1. The permit for the freeway hotel is ready to be picked up. YECA says Yolo County residents can now text to 911 if emergency services are needed - Call If You Can, Text If You Can't. Blue Note Brewing Company will hold a fundraiser on December 9<sup>th</sup> for Camp Fire victims and hopes to raise \$50,000.

INFORMATION ONLY: July 2018, August 2018, and September 2018  
Investment Reports and Treasurer Reports

ADJOURNMENT: Mayor Biasi adjourned the meeting at 8:07 p.m. in honor of George H. W. Bush for his lifelong service to our country.

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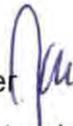
Bill Biasi, Mayor

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Tracy S. Jensen, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** December 18, 2018  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Eric Lucero, Public Works Superintendent  
**SUBJECT:** Public Contract Code 22032

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**RECOMMENDATION:** For the City Council to be kept informed of new State laws regarding the increase of bid limits.

**BACKGROUND:** The California Uniform Construction Cost Accounting Commission, in agreement with the State Controller's Office, has recommended an increase to the current bid limit which will take effect on January 1, 2019.

Projects costing \$45,000 or less for work done by public agency employees, force account, negotiated contracts or by purchase order has been raised to \$60,000.

Projects costing \$175,000 or less for informal bidding procedures have been raised to \$200,000 and any project over \$200,000 are subject to formal bidding procedures.

**FISCAL IMPACT:** None at this time



BETTY T. YEE  
California State Controller

November 1, 2018

Director of Administrative Services/City Clerk  
City of Winters  
318 First Street  
Winters, CA 95694

**SUBJECT: Notification Letter-Assembly Bill 2249 (Chaptered 169, Statutes of 2018)**

To Whom It May Concern:

The California Uniform Construction Cost Accounting Commission (CUCCAC) in agreement with the State Controller's Office (SCO) recommended an increase to the bid limit threshold prescribed in Public Contract Code (PCC) 22032, which was signed into law. Pursuant to PCC 22020, and on behalf of the State Controller Betty T. Yee, the SCO would like to inform on the following changes effective as of **January 1, 2019**:

- a) The change would allow projects costing \$60,000 or less to be performed by employees of a public agency by force account, by negotiated contract, or by purchase order;
- b) The change would allow projects costing up to \$200,000 to be contracted by informal bidding procedures; and projects costing over \$200,000 are subject to the formal bidding process.

The noted increases are pursuant to the provisions and benefits found in the Uniform Public Construction Cost Accounting Act (Act), which provides public agencies economic benefits and greater freedom to expedite public works projects. Agencies which elect to follow the cost accounting procedures set forth by the CUCCAC in its *Cost Accounting Policies and Procedures Manual*, will benefit from these increased limits by expediting delivery of public work projects and reduced bid processing costs. A new resolution adopting the change in legislation is not required if your agency is currently subject to the Act.

We encourage participating agencies to sign up on the SCO website for CUCCAC's email subscription service to receive important information concerning CUCCAC updates and legislative changes via e-mail. For more details or to sign up for the email subscription services, please contact the Local Government Programs Services Division at [LocalGovPolicy@sco.ca.gov](mailto:LocalGovPolicy@sco.ca.gov) or visit our website at [https://www.sco.ca.gov/ard\\_cuccac.html](https://www.sco.ca.gov/ard_cuccac.html).

Sincerely,

A handwritten signature in black ink that reads "Sandeep Singh".

Sandeep Singh  
Manager, Local Government Policy

Local Government Programs and Services Division  
MAILING ADDRESS P.O. Box 942850, Sacramento, CA 94250  
3301 C Street, Suite 700, Sacramento, CA 95816



## Assembly Bill No. 2249

### CHAPTER 169

An act to amend Sections 22020, 22032, and 22034 of the Public Contract Code, relating to public contracts.

[Approved by Governor August 20, 2018. Filed with Secretary of State August 20, 2018.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 2249, Cooley. Public contracts: local agencies: alternative procedure. The Uniform Public Construction Cost Accounting Act authorizes a public agency, whose governing board has by resolution elected, to become subject to uniform construction cost accounting procedures. Existing law declares that these procedures promote statewide uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities. The act defines "public agency" as a city, county, city and county, including chartered cities and chartered counties, any special district, and any other agency of the state for the local performance of governmental or proprietary functions within limited boundaries, and also includes a nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency. The act authorizes public projects of \$45,000 or less to be performed by the employees of a public agency, authorizes public projects of \$175,000 or less to be let to contract by informal procedures, and requires public projects of more than \$175,000 to be let to contract by formal bidding procedures. The act permits the governing body of a public agency, in the event all bids received for the performance of that public project are in excess of \$175,000, to award the contract at \$187,500 or less to the lowest responsible bidder if it determines the cost estimate of the public agency was reasonable.

This bill would instead authorize public projects of \$60,000 or less to be performed by the employees of a public agency, authorize public projects of \$200,000 or less to be let to contract by informal procedures, and require public projects of more than \$200,000 to be let to contract by formal bidding procedures. The bill would permit the governing body of a public agency, in the event all bids received for the performance of that public project are in excess of \$200,000, to award the contract at \$212,500 or less to the lowest responsible bidder if it determines the cost estimate of the public agency was reasonable.

The act creates the California Uniform Construction Cost Accounting Commission. The commission is required to consider whether there have been material changes in public construction costs and to make recommendations to the Controller regarding adjustments in the monetary limits described above that determine which bidding procedures shall apply

to public projects. The act requires any adjustment to be effective beginning with the fiscal year which commences not less than 60 days following the Controller's notification of the adjustment to all public agencies.

This bill would, instead, require the Controller to notify only the participating public agencies of the adjustment prior to the adjustment taking effect.

*The people of the State of California do enact as follows:*

SECTION 1. Section 22020 of the Public Contract Code is amended to read:

22020. In accordance with procedures and standards adopted pursuant to Section 22017, every five years the commission shall consider whether there have been material changes in public construction costs and make recommendations to the Controller regarding adjustments in the monetary limits prescribed by Section 22032, but in no case shall the amount, as adjusted, be less than fifteen thousand dollars (\$15,000). The Controller shall notify all participating public agencies of the adjustment prior to the effective date. That notification shall also describe the provisions of this chapter and the benefits of using its provisions.

SEC. 2. Section 22032 of the Public Contract Code is amended to read:

22032. (a) Public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

(b) Public projects of two hundred thousand dollars (\$200,000) or less may be let to contract by informal procedures as set forth in this article.

(c) Public projects of more than two hundred thousand dollars (\$200,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.

SEC. 3. Section 22034 of the Public Contract Code is amended to read:

22034. Each public agency that elects to become subject to the uniform construction accounting procedures set forth in Article 2 (commencing with Section 22010) shall enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032. The ordinance shall include all of the following:

(a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.

(1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.

(2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036.

(b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

(c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.

(d) If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

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## City of Winters Municipal Code

### **3.36.050 Award of contract and change orders.      SHARE**

A. The city purchasing agent is authorized to award informal contracts pursuant to this section, subject to city manager approval, up to thirty thousand dollars (\$30,000.00). For bids received in excess of thirty thousand dollars (\$30,000.00) but less than one hundred twenty-five thousand dollars (\$125,000.00), awards are subject to the approval of the city council. If all bids received are in excess of one hundred twenty-five thousand dollars (\$125,000.00), the city council may, by a four-fifths vote, award the contract, at one hundred thirty-seven thousand five hundred dollars (\$137,500.00) or less, to the lowest responsible bidder, if it determines the cost estimate of the city was reasonable.

B. Change orders related to informal contracts issued pursuant to this section can be submitted by the city manager to the city council. A resolution of the city council is required for such change orders to take effect. (Ord. 2011-01 § 2 (part))

### **3.36.060 Adjustment of amounts.      SHARE**

Pursuant to the terms of the Act, the maximum dollar amounts authorized by the Act for informal bidding of public projects are periodically subject to change by the state of California. The dollar amounts in this chapter shall be read and interpreted to be whatever the maximum amounts authorized pursuant to the terms of the Act are, as it may be amended from time to time, or as such amounts have been adjusted by the State Controller in accordance with California Public Contract Code Section 22020. No amendment of this chapter shall be necessary for the city to utilize a higher amount if such amount has been authorized by the state of California in accordance with the Act. (Ord. 2011-01 § 2 (part))

## **Eric Lucero**

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**From:** Nanci Mills  
**Sent:** Thursday, March 07, 2013 2:51 PM  
**To:** Kara Ueda; Eric Lucero  
**Subject:** RE: Contractor Application Form -

Thanks so much Kara!

**From:** Kara Ueda [ ]  
**Sent:** Thursday, March 07, 2013 2:27 PM  
**To:** Nanci Mills; Eric Lucero  
**Subject:** RE: Contractor Application Form -

Nanci and Eric,

These are the rules as confirmed by our public works/construction lawyer:

State law provides that if the work is anticipated to be \$45,000 or less, then the City can either do the work itself or enter into a negotiated contract with a licensed contractor of its choosing. (If you read through the City's code, section 3.36.050 says that such work cannot exceed \$30K, but section 3.36.060 provides an allowance for the City to go up to the maximum specified in state law.) So as long as you're reasonably confident that this work will be under \$45,000 then you don't have to go out for a bid - unless the City is getting outside funding for the work (such as CDBG or other federal or state grant funds) that requires certain bidding requirements to be met in order to get the funds.

If the work is going to be over \$45,000 but less than \$125,000, then the City may proceed with the informal bidding process. The contractors who would be invited to bid are those who are on the City's list (pursuant to specified procedures), and notice would be sent to trade journals as well. The procedure for establishing the list of contractors is specified in the UCCAS Manuel, available online at [www.sco.ca.gov](http://www.sco.ca.gov). The relevant excerpt is set forth below.

Please let me know if you have any questions.

Thanks,  
Kara

During November each year, each Public Agency which has elected to become subject to the Uniform Public Construction Cost Accounting Procedures shall mail a written notice to all construction trade journals designated for that Agency under Section 22036, inviting all licensed contractors to submit the name of their firm to the Agency for inclusion on the Agency's list of qualified bidders for the following calendar year.

The notice shall require that the contractor provide the name and address to which a Notice to Contractors or Proposal should be mailed, a phone number at which the contractor may be reached, the type of work in



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** December 18, 2018  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Carol Scianna, Environmental Services Manager   
**SUBJECT:** Preliminary Green House Gas(GHG) Reductions City Actions Analysis

---

**RECOMMENDATION:** Staff recommends Council receive project proposal from Ascent Environmental, which will help the City in identifying past, existing and planned City actions that support GHG reductions and adaptation to climate change

**BACKGROUND:** The City developed a draft Climate Action Plan in 2015, the plan was not adopted and needs to be updated to reflect changes in regulatory issues and the addition of adaptation/ resiliency elements. As a first step in this process Yolo Energy Watch has generously offered to fund the proposed work with Ascent Environmental to prepare a report that will evaluate what actions that City has already taken or could implement to reduce our GHG impact and lead us to becoming more resilient in managing future impacts from climate change. The cost of these efforts is estimated at \$20,000.

**FISCAL IMPACT:** None to City, \$ 20,000 to be funded by Yolo Energy Watch

Attachment:

Ascent Proposed Scope of Work



November 30, 2018

Carol Scianna, Environmental Services Manager  
City of Winters  
318 1<sup>st</sup> Street  
Winters, CA 95694

**Subject: Proposal for a Climate Action Plan Report for the City of Winters**

Dear Carol:

Ascent Environmental, Inc. (Ascent) appreciates this opportunity to submit a scope of work to assist the City of Winters with preparation of a focused Climate Action Plan Report that documents the greenhouse gas (GHG) reduction and climate adaptation benefits of past, present, and potential future City actions.

We look forward to working with you on this important project. If you have any questions regarding the enclosed scope of work and cost estimate, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Honey Walters".

Honey Walters  
Principal

p: 916.930.3184

e: honey.walters@ascentenvironmental.com

A handwritten signature in blue ink that reads "Erik de Kok".

Erik de Kok, AICP  
Senior Project Manager

p: 916.842.3164

e: erik.dekok@ascentenvironmental.com

Attachments:

A Scope of Work and Cost Estimate

## ATTACHMENT A

### PROPOSED SCOPE OF WORK AND COST ESTIMATE

#### CLIMATE ACTION PLAN REPORT FOR THE CITY OF WINTERS

##### **Task 1: Project Initiation**

Key members of the Ascent team will hold a kick-off meeting with City of Winters staff and Yolo Energy Watch staff. The kick-off meeting will provide an opportunity to refine and clarify the scope of work and proposed timeline, and establish the project management procedures, including invoicing terms and the lines of communication to keep all parties appropriately involved and informed. Most importantly, we propose to use this meeting as a time to confirm the list of documents and data that Ascent will collect and review to determine what actions have already been taken in the City to reduce energy use and greenhouse gas emissions (GHG) and adapt to climate change.

##### **Task 1 Deliverables:**

- ▲ Kickoff meeting agenda, meeting summary, meeting action items (as needed)
- ▲ Final list of documents and data to review

##### **Task 2: Prepare Climate Action Plan Report**

Ascent will prepare a focused report that identifies past, present, and potential future City actions (i.e., plans, programs, projects, investments, and the like) that support energy savings, GHG reductions and adaptation to climate change.

The report will provide a summary of each identified City action (with links or references to additional information), and an explanation of how it supports GHG reductions and adaptation to climate change. The report will discuss the existing or potential ways to quantify the effectiveness of the identified City actions in meeting future climate change goals (e.g., through estimation of GHG reductions or monitoring other numeric metrics). If such quantification is not feasible, the report will explain why, and provide a qualitative explanation of the action's effectiveness in meeting climate change goals and identify the type of information/data that could be collected to aid in quantification for future efforts.

This task also includes identifying the types of actions that other cities and agencies are undertaking that could be considered by the City. The report will provide a summary of each identified action, including an explanation of how it supports climate change goals. The report will not capture every potential future action but will focus on those that relate to the City's inventory sectors (as documented in previous reports) and character. The report will discuss ways the identified potential future actions are currently or could be quantified to understand their effectiveness.

## Task 2 Deliverables:

- ▲ Preliminary Draft Report (Word and PDF)
- ▲ Attendance at one in-person meeting with City staff to discuss feedback
- ▲ Final Report (Word and PDF)

## SCHEDULE

The enclosed scope of work can be completed approximately 16 weeks from notice to proceed.

## PROPOSED PRICE

The proposed price to complete the enclosed scope of work is estimated to be \$20,000 and is summarized below. Please note that the price is estimated based on a good faith effort and current understanding of the project needs of the City of Winters. Variations in approach, issues, and deliverables can adjust the contract price. If selected, Ascent is very interested in listening to the City of Winters' needs and willing to revise the scope of work and price to meet the City's expectations.

TASK	Principal in Charge \$230/hr	Project Manager \$170/hr	Climate Change Specialist \$130/hr	TOTAL
Task 1: Project Initiation	2	4	8	\$2,180
Task 2: Prepare Climate Action Plan Report	8	30	82	\$17,600
Direct Costs (Printing, Mileage, Etc.)				\$220
<b>TOTAL COST</b>				<b>\$20,000</b>

## ASSUMPTIONS

1. **Lump-Sum Price.** The proposal is a lump-sum price to perform the proposed scope of work. Monthly invoices will be submitted based on percentage of progress toward completion occurring in each billing period.
2. **Price Allocation to Tasks.** The proposed price has been allocated to tasks. Ascent may reallocate budget among tasks, as needed, as long as the total contract price is not exceeded.
3. **Staff Assignment.** Work has been assigned to the identified staff or labor category. Ascent may reassign tasks to different staff or labor categories, as long as the total contract price is not exceeded.

4. **Billing Rates.** The proposed billing rates apply to the current calendar year. For work performed after this year has concluded, budget augmentations and contract amendments will be calculated using updated billing rates, unless precluded by contract terms.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** December 18, 2018  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Crystal Zaragoza, Human Resources Manager  
**SUBJECT:** Conflict of Interest Code of the City of Winters

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**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2018-74, amending the City of Winters Conflict of Interest Code pursuant to the Political Reform Act of 1974.

**BACKGROUND:**

The Political Reform Act requires state and local government agencies to adopt and promulgate conflict of interest codes. Since the departure of the City's Director of Administrative Services, the City created two new positions: Human Resources Manager and Records & Information Manager. The job descriptions of both positions have been reviewed and it's been advised that the City amend and update the City's code to include both positions. This code is also being amended to include the City of Winters Fire Chief as a designated position.

**ATTACHMENTS:**

Resolution No. 2018-74  
Conflict of Interest Code of the City of Winters  
City of Winters Notice of Intention to Amend the Conflict of Interest Code

**RESOLUTION NO. 2018-74**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AMENDING THE CONFLICT OF INTEREST CODE PURSUANT TO THE  
POLITICAL REFORM ACT OF 1974**

**WHEREAS**, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 *et seq.* (the "Act"), which contains provisions relating to conflicts of interest that potentially affect all officers, employees, and consultants of the City of Winters (the "City"), and requires all public agencies to adopt and promulgate a conflict of interest code; and

**WHEREAS**, the City Council adopted a Conflict of Interest Code (the "Code") which was amended on December 18, 2012, in compliance with the Act; and

**WHEREAS**, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

**WHEREAS**, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the District being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

**WHEREAS**, notice of intent to amend the Code with the time and place of a public meeting for consideration by the Board of Directors was posted at the offices of the District, and the proposed amended Code was provided to each affected designated employee and made available for public review; and

**WHEREAS**, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on December 18, 2018, at which all present were given an opportunity to be heard on the proposed amended Code.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Winters that the City Council does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying during regular business hours.

**BE IT FURTHER RESOLVED** that said Code shall become effective the immediately upon adoption of this Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Winter at a regular meeting on the 18th day of December, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**Bill Biasi, MAYOR**

**ATTEST:**

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**Tracy S. Jensen, City Clerk**

## **CONFLICT OF INTEREST CODE**

### **OF THE CITY OF WINTERS**

**(Amended December 18, 2018)**

The Political Reform Act (Government Code section 81000 *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission adopted 2 Cal. Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the City of Winters ("City").

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer shall file their statements of economic interests electronically directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the City Clerk as the City's Filing Officer. The City Clerk shall make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The Deputy City Clerk, as the City's Filing Officer, shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

**APPENDIX**  
**CONFLICT OF INTEREST CODE**  
**OF THE**  
**CITY OF WINTERS**

(Amended December 18, 2018)

**PART "A"**

The Mayor, Members of the City Council<sup>1</sup> and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all other city officials who manage public investments, as defined by 2 Cal. Code of Regs, section 18700.3(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200 *et seq.* (Regulation § 18730(b)(3)).

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the position listed below is an "other city official" who manages public investments.<sup>2</sup> This position is listed here for informational purposes only.

Director of Financial Management

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<sup>1</sup> Reports of Council members shall cover them acting as members of the Winters Successor Agency and other similar City agencies governed by Council members.

<sup>2</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

## DESIGNATED POSITIONS

### GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS' TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Chief of Police	5
Community Development Director	1, 2
Records & Information Manager/ City Clerk	5
Environmental Services Manager	2, 3, 5, 6
Fire Chief	5
Housing Programs Manager	2, 3, 5, 6
Human Resources Manager	4
Public Works Superintendent	1, 2

### Consultants<sup>3</sup>

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<sup>3</sup> Individuals serving as a consultant, as defined in FPPC Reg. 18700.3(a), or in a new position must file under the broadest disclosure category set forth in this Code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a clear description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## PART B

### DISCLOSURE CATEGORIES:

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property that the designated employee must disclose for each disclosure category to which he or she is assigned.<sup>4</sup> "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property that are located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, products, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the designated employee's department, unit, or division.

Category 6: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments from business entities subject to the regulatory, permit, or licensing authority of the designated employee's department, unit, or division.

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<sup>4</sup> This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with, or bearing upon, the functions or duties of the position. Regulation § 18730.1.

**CITY OF WINTERS  
NOTICE OF INTENTION TO AMEND  
THE CONFLICT OF INTEREST CODE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Winters (the "City") intends to amend the City's Conflict of Interest Code (the "Code") pursuant to Government Code Section 87306.

A conflict of interest code designates those employees, members, officers and consultants who make or participate in the making of governmental decisions which may affect their financial interests. The City's proposed amendment includes a new position that must be designated, revises the title of an existing position, adds language related to the mandatory ethics training for public officials under AB 1234 and makes clarifying changes provided by the Fair Political Practices Commission.

The proposed amended Code will be considered by the City Council on December 18, 2018, at 6:30 p.m., at Winters City Hall, 318 First Street, Winters, California. Any interested person may be present and may comment at the public meeting or may submit written comments concerning the proposed amendment. Any comments or inquiries should be directed to the attention of Tracy Jensen, Records and Information Manager/City Clerk, 318 First Street, Winters, Ca. 95694; (530) 795-4910. Written comments must be submitted no later than December 18, 2018, at 6:30 p.m.

The proposed amended Code may also be reviewed at, and copies obtained from, the office of the Records and Information Manager/City Clerk, during regular business hours.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** December 18, 2018  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Adopt Resolution No. 2018- 72, to Accept a Grant Deed for a 10' Public Utility Easement – Olive Grove Phase 1 Map #5066

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**RECOMMENDATION:** Staff recommends the City Council:

1. Adopt Resolution No. 2018- 72, to accept a Grant Deed for a 10' Public Utility Easement for Olive Grove Phase 1 Map #5066; and
2. Authorize the City Clerk to record the Grant Deed on the City's behalf.

**BACKGROUND:** On March 20, 2018 the City Council reviewed and approved the Olive Grove Phase 1 Final Map #5066. Olive Grove, 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.

Public Utility Easements (PUE) are required on the various newly-created Parcels, for extension of public utilities across and through the Parcels. The approved Final Map for Olive Grove Phase 1 included a 10' PUE along the frontage of Hemenway.

**DISCUSSION:** On November 6, 2018, the City Council accepted a Grant Deed for a 10' Public Utility Easement – Olive Grove Phase 1 Map #5066. Prior to the City Clerk recording the Deed, the developer contacted the City Engineer and asked that the Grant Deed be revised to incorporate additional language, to satisfy PG&E, as highlighted below.

GRANT(S) TO CITY OF WINTERS, A MUNICIPAL CORPORATION, **an Easement for Public Utility Purposes (P.U.E.)** situate in the County of Yolo, State of California, described as follows:

The Grant Deed before you tonight includes the new language and upon acceptance by Council, the City Clerk will record this version.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** No City funds impacted.

Attachments: Resolution No. 2018-72  
Grant Deed and Exhibit

**RESOLUTION NO. 2018 - 72**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
ACCEPTING THE GRANT DEED FOR A 10' PUBLIC UTILITY EASEMENT –  
OLIVE GROVE PHASE 1 MAP #5066**

**WHEREAS**, in order to maintain and upgrade public works facilities, and provide access and utility service to parcels, it is sometimes necessary to obtain easements from private property owners that subdivide land; and

**WHEREAS**, the City's subdivision ordinance (16.12.010 Dedication of Streets and Easements) requires a property owner to dedicate or make an irrevocable offer of dedication of all parcels of land that are needed for public utility easements; and

**WHEREAS**, such dedications of land for said purposes shall be made by deed; and

**WHEREAS**, on March 20, 2018 the City Council reviewed and approved the Olive Grove Phase 1 Final Map #5066; and

**WHEREAS**, said Map includes a 10' Public Utility Easement (PUE) along the frontage of Hemenway; and

**WHEREAS**, on November 6, 2018, the City Council accepted a Grant Deed for a 10' Public Utility Easement – Olive Grove Phase 1 Map #5066.

**WHEREAS**, prior to the City Clerk recording the Deed, the developer contacted the City Engineer and requested that the Grant Deed be revised to incorporate additional language, to satisfy PG&E, and

**WHEREAS**, adoption of this Resolution will accept the new version of the Grant Deed for conveyance of the 10' PUE on Olive Grove Phase 1 Final Map #5066, and authorize the City Clerk to record the Grant Deed on behalf of the City.

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

1. Accept a Grant Deed for a 10' Public Utility Easement – Olive Grove Phase 1 Map #5066; and
2. Authorize the City Clerk to record the Grant Deed with the County Recorder.

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 18<sup>th</sup> day of December, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Tracy Jensen, City Clerk

Approved as to form:

---

Ethan Walsh, City Attorney

RECORDING REQUESTED BY:  
CITY OF WINTERS, CITY  
ENGINEER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:  
City Clerk  
City of Winters  
318 First Street  
Winters, CA 95694

DOCUMENT TRANSFER TAX \$ \_\_\_\_\_

Signature of declarant determining tax

G R A N T D E E D

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The undersigned Grantor(s),

GRANT(S) TO CITY OF WINTERS, A MUNICIPAL CORPORATION, for and on behalf of the public, an Easement for Public Utility Purposes (P.U.E.) situate in the County of Yolo, State of California, described as follows:

A permanent Public Utility Easement in and to that portion of the real property situate, lying and being in the City of Winters, County of Yolo, State of California, such easement being more particularly described in Exhibits A and B attached hereto and made a part hereof, and;

The purpose of the easements are for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public utilities such as water distribution systems, storm drainage systems, sewer collection systems, electrical facilities, and associated appurtenances, over, along, upon, under, and across said property.

Grantor Further Grants to Grantee the right to:

1. Review and control of the landscaping planting, trimming, maintenance and/or removal of any trees or other plants within said Easement.
2. Review and control all signage and other appurtenances on said easement.
3. Review and control all vehicle access across said property

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

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

By:   
SLO RENTALS, LLC, CHRISTOPHER WILLIAMS, MANAGER

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

*See attached*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

# ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
 County of Yolo } SS.

On November 28, 2018, before me, Shannan Bonino, Notary Public,

personally appeared Christopher Williams, who proved to me on the

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Shannan Bonino*

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:  
 NAME OF PERSON(S) OR ENTITY(IES)

RIGHT  
 THUMBPRINT  
 OF  
 SIGNER

OTHER



**EXHIBIT A**  
**PUBLIC UTILITY EASEMENT**

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 Lots 1 - 5, Book 2018 of Maps, at Pages 76 - 78, Yolo County Records, and being more particularly described as follows:

THE Easterly 10.00 feet of said Lots 1 - 5.

Containing 3,046 square feet of land, more or less.

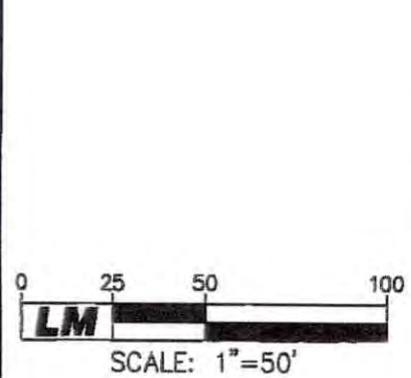
End of description.

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



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

10/29/18  
Date



**LM LAUGENOUR AND MEIKLE**  
 CIVIL ENGINEERING · LAND SURVEYING · PLANNING  
 808 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 862-1755  
 P.O. BOX 828, WOODLAND, CALIFORNIA 95778 · FAX: (530) 882-4802

**EXHIBIT B**  
**PUBLIC UTILITY EASEMENT**  
 FOR  
**OLIVE GROVE PHASE 1**  
 LOCATED IN A PORTION OF SECTION 21,  
 TOWNSHIP 8 NORTH, RANGE 1 WEST,  
 MOUNT DIABLO MERIDIAN,  
 CITY OF WINTERS, YOLO COUNTY,  
 CALIFORNIA  
 SHEET 1 OF 1      OCTOBER 29, 2018

X:\Land Projects\1963-2-4\dwg\1963-2-4\_EXH\_PUE Phase 1



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** December 18, 2018  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Grant Deed for Public Utility Easement - Winters Healthcare Project

---

**RECOMMENDATION:** That City Council:

1. Adopt Resolution No. 2018-73, to approve a Grant Deed to PG&E for a Public Utility Easement related to the Winters Healthcare project;
2. Authorize the City Manager to sign the Grant Deed; and
3. Authorize the City Clerk to record the Grant Deed on the City's behalf.

**BACKGROUND:** On October 16, 2018, the City Council approved a resolution to accept two Grant Deeds for Public Utility Easements related to the Winters Healthcare project. Public Utility Easements (PUE) are required from the adjacent parcels, for extension of public utilities across and through the parcels. The two Grant Deeds were recorded to facilitate the conveyance of those easements.

**DISCUSSION:** PG&E requires additional rights from the City, to occupy the PUE. Recently, PG&E has been requiring additional language be added to what the City was previously using for granting of a PUE. Since the Grant Deeds for the PUE have been recorded it can't be edited to include the missing language. Therefore PG&E is requesting the City provide them with a new Grant Deed, which is before you tonight. The other utilities do not seem to have an issue.

Staff requests Council adopt Resolution No. 2018-73, to approve a Grant Deed to PG&E for a Public Utility Easement related to the Winters Healthcare project.

**FISCAL IMPACT:** None associated with this action.

Attachment: Grant Deed

**RESOLUTION NO. 2018 - 73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
APPROVING THE GRANT DEED TO PG&E FOR A PUBLIC UTILITY  
EASEMENT – WINTERS HEALTHCARE PROJECT**

**WHEREAS**, in order to maintain and upgrade public utilities, and provide access and utility service to parcels, it is sometimes necessary to obtain easements from private property owners that develop or subdivide land; and

**WHEREAS**, the City's subdivision ordinance (16.12.010 Dedication of Streets and Easements) requires a property owner to dedicate or make an irrevocable offer of dedication of all parcels of land that are needed for public utility easements; and

**WHEREAS**, such dedications of land for said purposes shall be made by deed; and

**WHEREAS**, the Planning Commission on November 8, 2016 approved the Winters Healthcare project; and

**WHEREAS**, said project requires extension of public utilities across other parcels; and

**WHEREAS**, on October 10, 2018, Council adopted a Resolution to accept the Grant Deeds for conveyance of the public utility easements on parcels owned by Domus (Blue Mountain Terrace) and Yolo Federal Credit Union, and authorized the City Clerk to record the Grant Deeds on behalf of the City.

**WHEREAS**, PG&E requires additional rights from the City to occupy the Public Utility Easement (PUE), and this Resolution will approve the Grant Deed and authorize the City Manager to sign and the City Clerk to record the Deed.

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

1. Adopt Resolution No. 2018-73, to approve a Grant Deed to PG&E for a Public Utility Easement related to the Winters Healthcare project;
2. Authorize the City Manager to sign the Grant Deed; and
3. Authorize the City Clerk to record the Grant Deed on the City's behalf.

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 18<sup>th</sup> day of December, 2018, by the following vote:

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**

\_\_\_\_\_  
Bill Biasi, MAYOR

**ATTEST:**

\_\_\_\_\_  
Tracy S. Jensen, City Clerk

**RECORDING REQUESTED BY:**  
CITY OF WINTERS, CITY ENGINEER

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

**WHEN RECORDED MAIL**

**TO:**

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

**DOCUMENT TRANSFER TAX \$** \_\_\_\_\_

\_\_\_\_\_  
**Signature of declarant determining tax**

**G R A N T D E E D**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

The undersigned Grantor,

**GRANTS TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION**, the right to occupy for and on behalf of the public for public utility purposes all of that real property situate in the County of Yolo, State of California, described as follows:

Those areas of the real property described and designated as "Public Utility Easements" in Document Number 2018-0025899 and Document Number 2018-0025900-00, both recorded on November 2, 2018 in Yolo County Recorders, for the purpose of construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public utilities, over, along, upon, under, and across said property.

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

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

**CITY OF WINTERS, A MUNICIPAL CORPORATION**

By:

\_\_\_\_\_  
John W. Donlevy, Jr.  
City Manager, City of Winters

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On \_\_\_\_\_, 20 \_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

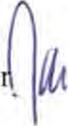
WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

NOTARY SEAL



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** December 18, 2018  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Final Map Approval for Winters Highlands (Stone's Throw) Phase 1A Subdivision

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**RECOMMENDATION:**

Staff recommends the City Council:

1. Adopt Resolution No. 2018-75, to consent to Irrevocable Offers of Dedication (IOD) for Fee Title for Road Right of Way, Easement for Public Utility Easement, and Easement for Sidewalk and Pedestrian Access Purposes, for the Winters Highlands (Stone's Throw) Phase 1A Subdivision; and
2. Adopt Resolution No. 2018-76 approving the following:
  - a. Authorize the Mayor to execute the Subdivision Improvement and Maintenance Agreement with HBT of Winters Highlands, LLC.; and
  - b. Approve the Final Map #4507 for Winters Highlands (Stone's Throw) Phase 1A Subdivision; and
  - c. Authorize the City Clerk to record the Agreement and Final Map with the County Recorder.

**BACKGROUND:**

The Winters Highlands Ph 1A Subdivision project consists of approximately 48 lots on approximately 6 acres, located at the southeast corner of W. Main Street and Moody Slough Road. Phase 1A represents the second phase of the Winters Highlands Subdivision (Stones Throw) to move forward. On August 8, 2017; the Community Development Department made a finding that Phase I Alternate A was in substantial conformance with the Tentative Map approved by the City Council.

**DISCUSSION:**

**1. Irrevocable Offer of Dedication (IOD)**

The Subdivision Ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements. Such dedications shall be made by deed.

For the Final Map #4507 for Winters Highlands (Stone's Throw) Phase 1A Subdivision, the City is requiring an Irrevocable Offer of Dedication of all Roads in Fee Title, an Easement for Public Utilities, and an Easement for Sidewalk and Pedestrian Access. Since construction activities are occurring, it's in the City's best interest to defer the final acceptance of the rights of way and easements until after construction completion. The attached Resolution and IOD Deed establishes the future dedications, which will come back to Council at a later date for acceptance and recording of these property interests.

**2. Subdivision Improvement and Maintenance Agreement**

The Development Agreement includes Mitigation Measures and Conditions of Approval, which were approved for the project in accordance with the Subdivision Map Act and the City's Subdivision Ordinance. As part of the Conditions of Approval, the Developer is required to fund, construct, and dedicate certain public improvements, including roads, curb, gutter, and sidewalk, water, sewer, and storm drains, landscaping, and other public utilities. The Subdivision Improvement and Maintenance Agreement allows the Developer to commence with construction of the improvements, with the processing of the Final Map, and provides for adequate security for the completion of the improvements. For this phase of the development; HBT began construction on Phase 1A improvements, in August 2018. The Agreement covers the remaining public improvements, which are scheduled for completion in spring 2019. Therefore, staff recommends the City Council approve Resolution No. 2018-75, authorizing the Mayor to execute the Subdivision Improvement Agreement with HBT of Winters Highlands, LLC.

**3. Final Map**

The Developer has furnished the City with the necessary documentation to complete the processing of the Final Map. Staff therefore recommends the City Council approve Resolution No. 2018-76 approving the Final Map #4507 for Winters Highlands (Stone's Throw) Phase 1A Subdivision, and authorizing the City Clerk to record the Agreement and Final Map with the County Recorder.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** The Developer will pay fees, pursuant to the Agreement, Conditions of Approval, and Development Agreement. No City funds impacted.

Attachment: Resolution Nos. 2018-75 and 2018-76  
Irrevocable Offers of Dedication  
Subdivision Improvement and Maintenance Agreement  
Final Map Exhibit

**RESOLUTION NO. 2018 - 75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS TO  
CONSENT TO IRREVOCABLE OFFERS OF DEDICATION FOR FEE TITLE FOR  
ROAD RIGHT OF WAY, FOR EASEMENT FOR PUBLIC UTILITY EASEMENT,  
AND FOR EASEMENT FOR SIDEWALK AND PEDESTRIAN ACCESS PURPOSES, FOR  
THE WINTERS HIGHLANDS (STONE'S THROW) PHASE 1A SUBDIVISION**

**WHEREAS**, in order to maintain and upgrade public works facilities, and provide access and utility service to new development, it is sometimes necessary to obtain rights of way and easements from private property owners that create a subdivision; and

**WHEREAS**, the City's subdivision ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements; and

**WHEREAS**, such dedications of land for said purposes shall be made by deed; and

**WHEREAS**, the City Council on December 18, 2018 will take action to approve Final Map #4507; and

**WHEREAS**, said Map includes various road rights of ways, public utility easements; and sidewalk and access easements; and

**WHEREAS**, adoption of this Resolution will consent to the Irrevocable Offer of Dedication for various road rights of ways, public utility easements; and sidewalk and access easements, for the Winters Highlands Phase 1A Final Map #4507.

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

1. Consent to the Irrevocable Offer of Dedication for various road rights of ways, public utility easements; and sidewalk and access easements, for the Winters Highlands Phase 1A Final Map #4507.

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 18<sup>th</sup> day of December, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

---

Bill Biasi, MAYOR

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Tracy S. Jensen, City Clerk

RESOLUTION NO. 2018 - 76

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE MAYOR TO EXECUTE THE SUBDIVISION IMPROVEMENT AND MAINTENANCE AGREEMENT WITH HBT OF WINTERS HIGHLANDS, LLC, APPROVING THE FINAL MAP #4507 FOR WINTERS HIGHLANDS (STONE'S THROW) PHASE 1A SUBDIVISION, AND AUTHORIZING THE CITY CLERK TO RECORD THE AGREEMENT AND FINAL MAP 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 "Final Map Approval for Winters Highlands (Stone's Throw) Phase 1A Subdivision" submitted for City Council consideration at its meeting of December 18, 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 duly 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 Subdivision Improvement and Maintenance Agreement with HBT of Winters Highlands, LLC., in the form attached to the Staff Report 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 #4507 of Winters Highlands Phase 1A attached to the Staff Report 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 December 18, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Bill Biasi, MAYOR

**ATTEST:**

\_\_\_\_\_  
Tracy S. Jensen, City Clerk

**RECORDING REQUESTED BY:**  
CITY OF WINTERS

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

**WHEN RECORDED MAIL TO:**

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

**DOCUMENT TRANSFER TAX \$ \_\_\_\_\_**

**Signature of Declarant Determining Tax**

**IRREVOCABLE OFFER OF DEDICATION – FEE TITLE FOR ROAD RIGHT-OF-WAY**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**

**HBT OF WINTERS.HIGHLANDS, LLC**

**DO HEREBY DESIGNATE AND SET-ASIDE FOR FUTURE STREETS AN IRREVOCABLE OFFER TO DEDICATE TO CITY OF WINTERS, A MUNICIPAL CORPORATION, all of that real property (public right-of-way) situate in the County of Yolo, State of California, described as follows to-wit:**

**SEE EXHIBITS "A" AND "B", FOR LEGAL DESCRIPTIONS AND MAP, ATTACHED HERETO AND MADE A PART HEREOF**

**IRREVOCABLE OFFER OF DEDICATION – EASEMENT FOR PUBLIC UTILITY EASEMENT**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**

**HBT OF WINTERS.HIGHLANDS, LLC**

**DO HEREBY DESIGNATE AND SET-ASIDE FOR FUTURE UTILITIES FOR AND BEHALF OF THE PUBLIC AN EASEMENT FOR PUBLIC UTILITIES IN AND TO THAT PORTION OF THE REAL PROPERTY SITUATE, LYING AND BEING IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, such easement being more particularly described as follows to-wit:**

**SEE EXHIBITS "A" AND "B", FOR LEGAL DESCRIPTIONS AND MAP, ATTACHED HERETO AND MADE A PART HEREOF**

**The purpose of the easements are for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public right of way/roadway improvements and utilities such as water distribution systems, storm drainage systems, sewer collection systems, electrical facilities, and associated appurtenances, over, along, upon, under, and across said property.**

**Grantor Further Grants to Grantee the right to:**

- 1. Review and control of the landscaping planting, trimming, maintenance and/or removal of any trees or other plants within said Easement.**
- 2. Review and control all signage and other appurtenances on said easement.**
- 3. Review and control all vehicle access across said property**

---

**IRREVOCABLE OFFER OF DEDICATION – EASEMENT FOR SIDEWALK AND  
PEDESTRIAN ACCESS PURPOSES**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**

**HBT OF WINTERS HIILANDS, LLC**

**DO HEREBY DESIGNATE AND SET-ASIDE FOR FUTURE SIDEWALK AND PEDESTRIAN ACCESS, OVER, ACROSS AND UNDER ALL THAT REAL PROPERTY SIUTATE IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, such easement being more particularly described as follows to wit:**

**SEE EXHIBITS “A” AND “B”, FOR LEGAL DESCRIPTIONS AND MAP, ATTACHED HERETO AND MADE A PART HEREOF**

The purpose of the easements are for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public right of way/roadway improvements and utilities such as water distribution systems, storm drainage systems, sewer collection systems, electrical facilities, and associated appurtenances, over, along, upon, under, and across said property.

**Grantor Further Grants to Grantee the right to:**

1. Review and control of the landscaping planting, trimming, maintenance and/or removal of any trees or other plants within said Easement.
2. Review and control all signage and other appurtenances on said easement.
3. Review and control all vehicle access across said property

**IRREVOCABLE OFFER OF DEDICATION – FEE TITLE FOR PARCELS**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**

**HBT OF WINTERS HIGHLANDS, LLC**

**DO HEREBY DESIGNATE AND SET-ASIDE FOR WESTERLY EXTENSION OF THE CITY'S DITCH THAT CROSSES VALLEY OAK DRIVE, A LINEAR PARK, AND A WETLANDS, AN IRREVOCABLE OFFER TO DEDICATE TO CITY OF CITY OF WINTERS, A MUNICIPAL CORPORATION, all of that real property (parcels) situate in the County of Yolo, State of California, described as follows to-wit:**

**SEE EXHIBITS "C", "D", AND "E" FOR LEGAL DESCRIPTIONS AND MAP, ATTACHED HERETO AND MADE A PART HEREOF**

**THE DEDICATION OFFERED HEREUNDER SHALL BE COMPLETE UPON ITS WRITTEN ACCEPTANCE BY THE CITY OF WINTERS' CITY MANAGER'S DESIGNEE. UNTIL SUCH NOTICE IS GIVEN BY THE CITY MANAGER'S DESIGNEE, THE UNDERSIGNED, AND THEIR HEIRS, SUCCESSORS OR ASSIGNS AGREE TO ASSUME FULL RESPONSIBILITY OR LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY ON SAID LAND OR ARISING OUT OF ITS USE OR OCCUPANCY BY THEM. IT IS ALSO HEREBY UNDERSTOOD THAT ALL WORK TO BE DONE IN OR UPON THE ABOVE DESCRIBED PROPERTY SHALL BE DONE UNDER PERMIT AND DONE IN ACCORDANCE WITH PLANS TO BE FURNISHED BY THE PRINCIPAL AND APPROVED BY THE CITY MANAGER'S DESIGNEE, AND IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY MANAGER'S DESIGNEE. UPON WRITTEN REQUEST BY THE CITY MANAGER'S DESIGNEE, PRIOR TO HIS OR HER ACCEPTANCE OF THE DEDICATION OFFERED HEREUNDER, THE UNDERSIGNED, THEIR HEIRS, SUCCESSORS, AND ASSIGNS AGREE TO PROVIDE AT NO COST TO THE CITY OF WINTERS A CLTA OWNER'S POLICY OF TITLE INSURANCE INSURING, AT THE CURRENT MARKET VALUE, THE CONVEYANCE TO THE CITY OF WINTERS OF CLEAR TITLE FREE OF ENCUMBRANCES.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Jeff Pemstern, Vice President

**EXHIBIT A**

**WINTERS HIGHLANDS PHASE 1A  
DEDICATION  
to the  
CITY OF WINTERS**

That portion of real property situate in the City of Winters, County of Yolo, State of California, also being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, and being more particularly described as follows:

**FENLEY WAY:**

BEGINNING at a point on the Southerly line of said Lot F, said point being distant the following three (3) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JA2151); 2) South 72°40'24" West 3,408.78 feet to the Southeast corner of said Lot F; and 3) along said Southerly line, South 84°12'55" West 100.48 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, and leaving said Southerly line, North 15°59'21" West 25.52 feet; thence North 05°47'06" West 17.89 feet; thence, along a curve to the left, concave Westerly, said curve having a radius of 613.00 feet, through a central angle of 05°43'56" and having an arc distance of 61.33 feet; thence, along a curve to the right, concave Easterly, said curve having a radius of 587.00 feet, through a central angle of 21°12'07" and having an arc distance of 217.22 feet; thence, along a curve to the left, concave Westerly, said curve having a radius of 813.00 feet, through a central angle of 03°33'48" and having an arc distance of 50.56 feet to a point hereinafter called POINT "A"; thence, along a curve to the left, concave Westerly, said curve having a radius of 813.00 feet, through a central angle of 05°54'16" and having an arc distance of 83.78 feet; thence, along a curve to the right, concave Southeasterly, said curve having a radius of 20.00 feet, through a central angle of 89°41'27" and having an arc distance of 31.31 feet; thence North 89°54'28" East 50.01 feet; thence North 00°05'32" West 26.00 feet; thence South 89°54'28" West 382.82 feet; thence North 79°53'18" West 23.55 feet to the East line of West Main Street as shown on said map; thence,



  
Bryan P. Bonino, L.S. 7521

8/22/18  
Date

along said East line, South 00°05'32" East 34.33 feet; thence, leaving said East line, North 79°42'14" East 23.49 feet; thence North 89°54'28" East 256.74 feet; thence, along a curve to the right, concave Southwesterly, said curve having a radius of 30.00 feet, through a central angle of 91°05'50" and having an arc distance of 47.70 feet; thence, along a curve to the right, concave Westerly, said curve having a radius of 787.00 feet, through a central angle of 04°31'02" and having an arc distance of 62.05 feet to a point hereinafter called POINT "B"; thence, along a curve to the right, concave Westerly, said curve having a radius of 787.00 feet, through a central angle of 04°09'45" and having an arc distance of 57.18 feet; thence, along a curve to the left, concave Easterly, said curve having a radius of 613.00 feet, through a central angle of 03°35'45" and having an arc distance of 38.47 feet; thence, along a curve to the right, concave Northwesterly, said curve having a radius of 30.00 feet, through a central angle of 83°49'08" and having an arc distance of 43.89 feet; thence South 07°36'59" West 26.24 feet; thence, along a curve to the right, concave Southwesterly, the radial line of said curve bears, South 00°05'32" East, said curve having a radius of 30.00 feet, through a central angle of 88°30'20" and having an arc distance of 46.34 feet; thence, along a curve to the left, concave Easterly, said curve having a radius of 613.00 feet, through a central angle of 05°02'55" and having an arc distance of 54.01 feet; thence, along a curve to the right, concave Northwesterly, said curve having a radius of 30.00 feet, through a central angle of 96°32'35" and having an arc distance of 50.55 feet; thence South 00°05'32" East 26.00 feet to a point hereinafter called POINT "C"; thence North 89°54'28" East 14.04 feet; thence, along a curve to the right, concave Southwesterly, said curve having a radius of 30.00 feet, through a central angle of 81°54'19" and having an arc distance of 42.89 feet; thence, along a curve to the right, concave Westerly, said curve having a radius of 587.00 feet, through a central angle of 02°24'07" and having an arc distance of 24.61 feet; thence South 05°47'06" East 17.89 feet; thence South 04°25'08" West 25.52 feet to said Southerly line of said Lot F; thence, along said Southerly line, North 84°12'55" East 35.04 feet to the POINT OF BEGINNING.

Containing 0.594 acres of land, more or less.

**RICHIE WAY:**

TOGETHER with that certain Parcel of land, being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, being more particularly described as follows:

BEGINNING at said Point "C" hereinabove described; thence, from said POINT OF BEGINNING, North 00°05'32" West 26.00 feet; thence South 89°54'28" West 157.79 feet; thence, along a curve to the right, concave Northeasterly, said curve having a radius of 30.00 feet, through a central angle of 90°00'00" and having an arc distance of 47.12 feet; thence North 00°05'32" West 56.50 feet; thence, along a curve to the right, concave Southeasterly, said curve having a radius of 30.00 feet, through a central angle of 90°00'00" and having an arc distance of 47.12 feet; thence North 89°54'28" East 153.82 feet; thence North 07°36'59" East 26.24 feet; thence South 89°54'28" West 248.34 feet; thence South 00°05'32" East 26.00 feet; thence North 89°54'28" East 25.00 feet; thence, along a curve to the right, concave Southwesterly, said curve having a radius of 10.00 feet, through a central angle of 90°00'00" and having an arc distance of 15.71 feet; thence South 00°05'32" East 96.50 feet; thence, along a curve to the right, concave Northwesterly, said curve having a radius of 10.00 feet, through a central angle of 90°00'00" and having an arc distance of 15.71 feet; thence South 89°54'28" West 20.00 feet to a point hereinafter called POINT "D"; thence South 00°05'32" East 26.00 feet; thence North 89°54'28" East 243.79 feet to the POINT OF BEGINNING.

Containing 0.372 acres of land, more or less.

**20' PEDESTRIAN ACCESS EASEMENT "A":**

TOGETHER with that certain Parcel of land, being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, being more particularly described as follows:

BEGINNING at said Point "A" hereinabove described; thence, from said POINT OF BEGINNING, North 89°54'28" East 105.55 feet; thence, along a curve to the left, concave Westerly, the radial line of said curve bears, North 84°35'30" West, said curve having a radius of 918.00 feet, through a central angle of 01°15'10" and having an arc distance of 20.07 feet; thence South 89°54'28" West 105.33; thence, along a curve to the right, concave Westerly, the radial line of said curve bears, North 85°17'41" West, said curve having a radius of 813.00 feet, through a central angle of 01°24'58" and having an arc distance of 20.09 feet to the POINT OF BEGINNING.

Containing 0.048 acres of land, more or less.

**24' PEDESTRIAN ACCESS EASEMENT "B":**

TOGETHER with that certain Parcel of land, being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, being more particularly described as follows:

BEGINNING at said Point "B" hereinabove described; thence, from said POINT OF BEGINNING, South 89°54'28" West 306.22 feet; thence South 00°05'32" East 24.00 feet; thence North 89°54'28" East 303.49 feet; thence, along a curve to the left, concave Westerly, the radial line of said curve bears, North 82°43'09" West, said curve having a radius of 787.00 feet, through a central angle of 01°45'31" and having an arc distance of 24.16 feet to the POINT OF BEGINNING.

Containing 0.168 acres of land, more or less.

**24' PEDESTRIAN ACCESS EASEMENT "C":**

TOGETHER with that certain Parcel of land, being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, being more particularly described as follows:

BEGINNING at a point that is distant, North 00°05'32" West 26.00 feet from said Point "C" hereinabove described; thence, from said POINT OF BEGINNING, along a curve to the left, concave Northwesterly, the radial line of said curve bears, North 00°43'05" East, said curve having a radius of 30.00 feet, through a central angle of 78°27'47" and having an arc distance of 41.08 feet; thence South 89°54'28" West 216.58 feet; thence, along a curve to the left, concave Northeasterly, the radial line of said curve bears, North 78°22'15" East, said curve having a radius of 30.00 feet, through a central angle of 78°27'47" and having an arc distance of 41.08 feet; thence, North 89°54'28" East 157.79 feet to the POINT OF BEGINNING.

Containing 0.111 acres of land, more or less.

**24' PEDESTRIAN ACCESS EASEMENT "D":**

TOGETHER with that certain Parcel of land, being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, being more particularly described as follows:

BEGINNING at said Point "D" hereinabove described; thence, from said POINT OF BEGINNING, North 89°54'28" East 20.00 feet; thence, along a curve to the left, concave Northerly, said curve having a radius of 10.00 feet, through a central angle of 90°00'00" and having an arc distance of 15.71 feet; thence North 00°05'32" West 14.00 feet; thence South

89°54'28" West 49.29 feet; thence, along a curve to the left, concave Easterly, the radial line of said curve bears, North 87°19'12" East, said curve having a radius of 760.00 feet, through a central angle of 01°48'46" and having an arc distance of 24.05 feet; thence North 89°54'28" East 17.83 feet to the POINT OF BEGINNING.

Containing 0.026 acres of land, more or less.

Total resultant area containing 1.319 acres of land, more or less.

TOGETHER with a Public Utilities Easements, 10.00 feet in width, lying parallel and adjacent to Fenley Way, and Richie Way as designated on Exhibit B, attached hereto.

The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JS2151) and "T 1069" (PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2010.00; said "T 1069" having coordinates of North (Y) 1,975,272.50 feet and East (X) 6,569,808.49 feet, Epoch date of 2010.00; said grid bearing being South 00°33'35" East as determined from National Geodetic Survey data sheets.

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.99995394.

End of description.

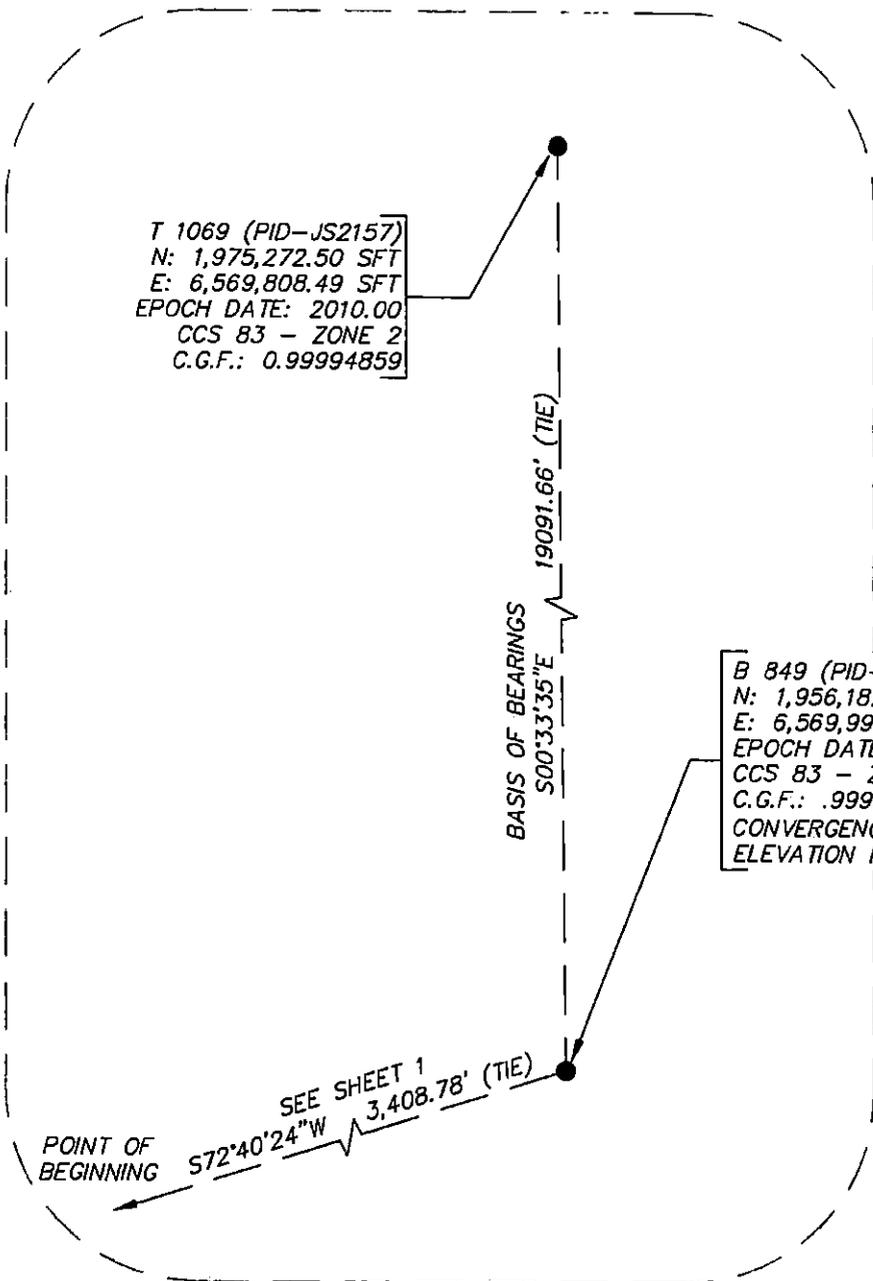
This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°59'21"W	25.52'
L2	N05°47'06"W	17.89'
L3	N89°54'28"E	50.01'
L4	N00°05'32"W	26.00'
L5	N79°53'18"W	23.55'
L6	S00°05'32"E	34.33'
L7	N79°42'14"E	23.49'
L8	S00°05'32"E	26.00'
L9	N89°54'28"E	25.00'
L10	S89°54'28"W	20.00'
L11	S00°05'32"E	26.00'
L12	N89°54'28"E	14.04'
L13	S05°47'06"E	17.89'
L14	S04°25'08"W	25.52'
L15	N84°12'55"E	35.04'
L16	N00°05'32"W	26.00'
L17	N00°05'32"W	56.50'
L18	S07°36'59"E	26.24'
L19	N89°54'28"E	105.55'
L20	S89°54'28"W	105.33'
L21	S89°54'28"W	306.22'
L22	S00°05'32"E	24.00'
L23	N89°54'28"E	303.49'
L24	S89°54'28"W	216.58'
L25	N00°05'32"W	14.00'
L26	S89°54'28"W	49.29'
L27	N89°54'28"E	17.83'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	613.00'	61.33'	05°43'56"
C2	587.00'	217.22'	21°12'07"
C3	813.00'	50.56'	03°33'48"
C4	813.00'	83.78'	05°54'16"
C5	20.00'	31.31'	89°41'27"
C6	30.00'	47.70'	91°05'50"
C7	787.00'	62.05'	04°31'02"
C8	787.00'	57.18'	04°09'45"
C9	613.00'	38.47'	03°35'45"
C10	30.00'	43.89'	83°49'08"
C11	10.00'	15.71'	90°00'00"
C12	10.00'	15.71'	90°00'00"
C13	30.00'	42.89'	81°54'19"
C14	587.00'	24.61'	02°24'07"
C15	30.00'	50.55'	96°32'35"
C16	613.00'	54.01'	05°02'55"
C17	30.00'	46.34'	88°30'20"
C18	30.00'	47.12'	90°00'00"
C19	30.00'	47.12'	90°00'00"
C20	918.00'	20.07'	01°15'10"
C21	813.00'	20.09'	01°24'58"
C22	787.00'	24.16'	01°45'31"
C23	30.00'	41.08'	78°27'47"
C24	30.00'	41.08'	78°27'47"
C25	760.00'	24.05'	01°48'46"

SHEET 2 OF 3 AUGUST 22, 2018



T 1069 (PID-JS2157)  
 N: 1,975,272.50 SFT  
 E: 6,569,808.49 SFT  
 EPOCH DATE: 2010.00  
 CCS 83 - ZONE 2  
 C.G.F.: 0.99994859

B 849 (PID-JA2151)  
 N: 1,956,182.60 SFT  
 E: 6,569,995.02 SFT  
 EPOCH DATE: 2010.00  
 CCS 83 - ZONE 2  
 C.G.F.: .99995928  
 CONVERGENCE ANGLE: 0°01'06.1"  
 ELEVATION N.A.V.D. 88: 130.4 SFT

BASIS OF BEARINGS  
 500°33'35"E  
 19091.66' (TIE)

POINT OF BEGINNING  
 SEE SHEET 1  
 S72°40'24"W  
 3,408.78' (TIE)

DETAIL  
 NTS

**EXHIBIT B**  
**CITY OF WINTERS**  
 LOCATED IN A PORTION OF SECTION 21  
 TOWNSHIP 8 NORTH, RANGE 1 WEST  
 MOUNT DIABLO MERIDIAN  
 CITY OF WINTERS,  
 YOLO COUNTY, CALIFORNIA  
 SHEET 3 OF 3      AUGUST 22, 2018

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)

## **SUBDIVISION IMPROVEMENT AND MAINTENANCE AGREEMENT**

### **ON-SITE PUBLIC IMPROVEMENTS FOR THE WINTERS HIGHLANDS SUBDIVISION, PH 1A**

This Subdivision Improvement and Maintenance Agreement ("AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("EFFECTIVE DATE") by and between the CITY OF WINTERS, a municipal corporation, hereinafter called ("CITY") and HBT of Winters Highlands, LLC., a California Limited Liability Company, hereinafter called ("DEVELOPER"). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the "PARTIES" and singularly as "PARTY."

#### **RECITALS**

WHEREAS, CITY entered into a Development Agreement, dated and recorded May 30, 2006, as Document No. 2006-0020954-00, a First Amendment to Development Agreement, dated December 21, 2006, and recorded January 19, 2007 as Document No. 2007-0002146-00, a Second Amendment to Development Agreement, dated February 19, 2009, and recorded March 16, 2009 as Document No. 2009-0007219-00, and an Amended and Restated Development Agreement dated as of April 16, 2015, and recorded April 20, 2015, as Document No. 2015-0010120-00 (the "Development Agreement") with DEVELOPER's predecessor in interest, GBH-WINTERS HIGHLANDS, LLC, a California limited liability company ("GBH"), providing for the development of certain property commonly known in the City of Winters as the Winters Highlands Property, Yolo County Assessor's Parcels Nos. 030-220-040-000, 030-220-050-000, 030-220-017-000, 030-220-019-000, 030-361-001-000 (the "Property"), with a multi-phased residential project with ancillary open space and on-site and off-site improvements (the "Project"); and

**WHEREAS**, as noted in the Development Agreement, the Winters Highlands Tentative Subdivision Map ("Tentative Map"), including mitigation measures and Conditions of Approval ("Conditions of Approval"), were approved for the Property in accordance with the Subdivision Map Act and the CITY's Subdivision Ordinance. As part of the Conditions of Approval, DEVELOPER is required to fund, construct, and dedicate certain public improvements, including, but not limited to the following: streets, sidewalks, curbs, gutters, sewer, water and storm drainage facilities, and public utility facilities; and

**WHEREAS**, DEVELOPER wishes to commence with construction of the improvements described in this AGREEMENT prior to obtaining approval and recordation of the Final Map, as provided for under the Development Agreement. CITY is willing to allow DEVELOPER to commence obtaining approvals for and construction of the improvements described herein, contingent upon DEVELOPER's execution of this AGREEMENT and the provision of adequate security for the completion of the Improvements described herein; and

**WHEREAS**, it is to the benefit of DEVELOPER and CITY that DEVELOPER post adequate security and the Parties establish other requirements to ensure the construction and installation, within a specific time, of the improvements described in this AGREEMENT; 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 by January 31, 2019.

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 \$5,000 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 ("IMPROVEMENT PLANS"), a copy of which is 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. 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 remaining required public improvements is Seven-Hundred-Eighty-Seven Thousand Dollars (\$787,000).

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

c. DEVELOPER agrees that gas, electric, telephone and cable television utilities shall be provided via underground transmission facilities at no cost to CITY. DEVELOPER's cost of such facilities (excluding those costs to be paid by utility companies) shall be included in the amount of improvement securities required in Section 9 of this AGREEMENT.

4. **Conformance with Improvements Plans:**

a. All construction of the required public improvements shall conform with the IMPROVEMENT PLANS, approved on July 24, 2018, and shall comply with all applicable standards as required by the CITY's improvement standards, and shall be to the reasonable satisfaction of the City Engineer.

b. DEVELOPER has provided 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 City Council, and incorporated herein by this reference, in accordance with CITY ordinances, and state law. Reimbursement to CITY of CITY staff time, costs, and expenses, including legal expenses, incurred in the processing, review, approval, inspecting and completion of the improvement and agreements therefore, is a specific condition of approval.

6. **Schedule for Construction:** Construction of all required public improvements has commenced by the DEVELOPER and shall be completed within one hundred-eighty (180) calendar days of execution of this Agreement.

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. 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 increased to reflect increases in the costs of constructing the required improvements or by other 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 security in the sum of Seven-Hundred-Eighty-Seven Thousand Dollars (\$787,000), which is equal to one hundred (100) percent of the total estimated cost of constructing the remaining required public improvements, which estimated cost has been reviewed and approved by the City Engineer, and the cost of any other obligation to be performed by DEVELOPER under this AGREEMENT; and

b. Separate improvement security in the sum of Three-Hundred-Ninety-Three-Thousand Five-Hundred Dollars (\$393,500), which is equal to fifty (50) percent of the estimated cost of constructing the remaining required public improvements, securing payment to the contractor, subcontractor, and to persons furnishing labor, materials, or equipment to them for the construction of the required public improvements.

c. As part of the obligation guaranteed by the security and in addition to the face amount of the security, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing the obligation secured.

d. 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 may be released upon the performance of the act and final completion and acceptance by the City Council of the required work. 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 shall, 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. 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 keep accurate records on a set of project mylar prints of all additions and deletions to the work, and of all changes in location, elevation, and character of the work, not otherwise shown or noted on the IMPROVEMENT PLANS. Prior to field acceptance of the work, all additions and deletions shall be transferred to Mylars and two half size sets of prints. DEVELOPER shall deliver this "as built" information to the City Engineer for the Engineer's approval and retention along with an AutoCAD 2000 or later digital file of IMPROVEMENT PLANS submitted on Compact Disk.

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 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 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 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, consultants, 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 DEVELOPER 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. DEVELOPER shall provide CITY immediate written notice of such cancellation or reduction in coverage upon DEVELOPER's receipt of such notice. 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, consultants, 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.

**18a. Maintenance of Public Improvements and Landscaping Prior to Acceptance by City.** CITY shall not be responsible or liable for the maintenance or care of the Public Improvements until CITY approves and accepts them. CITY shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of DEVELOPER at all times prior to CITY'S acceptance of the Public Improvements. DEVELOPER shall maintain all the Public Improvements in a state of good repair until they are completed by DEVELOPER and approved and accepted by CITY.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to CITY; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. DEVELOPER shall cause the sweeping of streets to occur weekly at a minimum. DEVELOPER shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be DEVELOPER'S responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by CITY. If DEVELOPER fails to properly prosecute its maintenance obligation under

this Section, CITY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of DEVELOPER and its surety under this Agreement. CITY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

**18b. Repair or 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 that DEVELOPER fails to cure any such breach in its entirety within fifteen (15) days 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: HBT of Winters Highlands, LLC  
11060 White Rock Road, Suite 150  
Rancho Cordova, CA 95670  
Attn: Jeremy Goulart  
Tele.: (916) 782-2424

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 or the Development Agreement. Currently those fees are Water, Streets, Police, Fire, Sewer, Local Drainage, Flood Area Storm Drainage General Capital, and Monitoring (General Plan).
- e. Development Impact fees are subject to an annual increase each July based upon the Engineering News Record Construction Cost Index.
- f. Yolo County Facilities Fees: County fees must be paid prior to issuance of certificates of occupancy.
- g. Public Improvement Inspection Fees: Appropriate inspection fees shall be paid as specified above.
- h. 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, provided however that the City may issue permanent certificates of occupancy for structures within the PROJECT if the City Engineer and Fire Chief determine, in their sole and absolute discretion, that DEVELOPER has completed such public improvements that provide the infrastructure and fire safety improvements as are necessary or appropriate to serve the structures for which such certificates of occupancy are requested, and the City Engineer and Fire Chief have each provided their determination in writing.

35. **Assignment or Transfer of Agreement.** DEVELOPER shall not assign, hypothecate or transfer, either directly or by operation of law, this AGREEMENT or any interest herein without prior written consent of City, which shall not be unreasonably withheld. Any attempt to do so shall be null and void, and any assignee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. In the event that CITY consents in writing to such an assignment, any assignee, hypothecatee or transferee shall expressly assume DEVELOPER's obligations hereunder by a written agreement in a form as is reasonably acceptable to CITY, and containing such security as required pursuant to this AGREEMENT.

(signatures on following page)

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

**CITY OF WINTERS:**

**DEVELOPER:**

**BY:** \_\_\_\_\_  
**Bill Biasi, MAYOR**

**BY:** \_\_\_\_\_  
**Jeffrey M. Pemstein, Vice President**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Tracy Jensen, CITY CLERK**

\_\_\_\_\_  
**Ethan Walsh, ATTORNEY**

**OWNER'S STATEMENT**

THE UNDERSIGNED BEING THE ONLY PARTIES HAVING RECORD TITLE INTEREST IN ALL THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS SUBDIVISION MAP, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS WINTERS HIGHLAND PHASE 1A.

THE SAME UNDERSIGNED, ALSO HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF WINTERS:

1. PUBLIC ROADS DESIGNATED "FENLEY WAY" AND "RICHE WAY."
2. EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLINERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER, AND ACROSS STRIPS OF LAND LYING CONTIGUOUS TO THE PUBLIC ROAD OR AS OTHERWISE SHOWN HEREON AND DESIGNATED "P.U.E." OR "PUBLIC UTILITY EASEMENT."
3. PUBLIC EASEMENT FOR PEDESTRIAN ACCESS AND SIDEWALK MAINTENANCE TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC ACCESS EASEMENT."

HBT OF WINTERS HIGHLANDS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT:**

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_

A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

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

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

WITNESS MY HAND:

SIGNATURE \_\_\_\_\_

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION # OF NOTARY: \_\_\_\_\_

**ACKNOWLEDGMENT:**

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_

A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

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

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

WITNESS MY HAND:

SIGNATURE \_\_\_\_\_

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION # OF NOTARY: \_\_\_\_\_

**COUNTY TAX COLLECTOR'S STATEMENT:**

I, THE UNDERSIGNED, TAX COLLECTOR AND REDEMPTION OFFICER OF YOLO COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION, OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 89-168, I DO HEREBY STATE ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

IN WITNESS THEREOF, THE UNDERSIGNED HAS CAUSED HIS NAME TO BE SUBSCRIBED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

HOWARD NEWENS  
COUNTY TAX COLLECTOR  
YOLO COUNTY, CALIFORNIA

BY: \_\_\_\_\_ DEPUTY

**DEDICATION NOTES:**

1. PUBLIC ROADS DESIGNATED "FENLEY WAY" AND "RICHE WAY" WITHIN PROJECT BOUNDARY WILL BE DEDICATED TO THE CITY OF WINTERS UPON ACCEPTANCE OF THE I.O.D.

**CITY ENGINEER'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF ENTITLED FINAL MAP OF SUBDIVISION NO. 4507 WINTERS HIGHLANDS PHASE 1A, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP SUBMITTED TO THE PLANNING COMMISSION OF THE CITY OF WINTERS, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

DATE: \_\_\_\_\_

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

**CITY CLERK'S STATEMENT:**

I HEREBY STATE THAT AT ITS REGULARLY SCHEDULED MEETING OF \_\_\_\_\_, 20\_\_\_\_, THE CITY COUNCIL OF THE CITY OF WINTERS APPROVED THIS FINAL MAP OF WINTERS HIGHLANDS 1A, AND AT THE TIME REJECTED, ON BEHALF OF THE PUBLIC THOSE PUBLIC ROADS, EASEMENTS, AND LOTS, SHOWN ON SHEETS 3-6, IN CONFORMITY WITH THE TERMS OF THE IRREVOCABLE OFFER OF DEDICATION, BUT RESERVE THE RIGHT TO ACCEPT SAID IRREVOCABLE OFFER OF DEDICATION AT A LATER DATE.

DATE: \_\_\_\_\_

HANCI G. MILLS  
CITY CLERK  
CITY OF WINTERS

**COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL APPLICABLE CITY ORDINANCES AND CONDITIONS OF APPROVAL.

DATE: \_\_\_\_\_

JOHN DOWLENY  
COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF WINTERS

**DEDICATION STATEMENT**

SUBDIVIDER NAME: HBT OF WINTERS HIGHLANDS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY  
11060 WHITE ROCK ROAD  
SUITE 150  
RANCHO CORDOVA, CA 95670

DEDICATION DESCRIPTION: "FENLEY WAY," "RICHE WAY."

PURSUANT TO SECTION 66477.5 OF THE CALIFORNIA GOVERNMENT CODE, THE CITY OF WINTERS SHALL RECOVER THE DEDICATED PROPERTY DESCRIBED ABOVE TO THE ABOVE NAMED SUBDIVIDER, OR SUCCESSOR IN INTEREST, IF THE CITY MAKES A DETERMINATION PURSUANT TO SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC PURPOSES AS SPECIFIED IN SUBSECTION (C) OF SECTION 66477.5.

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HBT OF WINTERS HIGHLANDS LLC ON JANUARY 30, 2017. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN SUCH POSITION ON OR WITHIN ONE YEAR FROM THE FILING OF THIS MAP, AND SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BRYAN P. BOHNO

DATE: \_\_\_\_\_

**CITY CONSULTANT'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF PARCEL MAP ENTITLED FINAL MAP OF SUBDIVISION NO. 4507 WINTERS HIGHLANDS PHASE 1A, AND I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

DATE: \_\_\_\_\_

CHRISTINE M. JOHNSON, LS 6596

**COUNTY RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, AT \_\_\_\_\_, IN BOOK \_\_\_\_\_ OF MAPS, AT PAGES \_\_\_\_\_ AT THE REQUEST OF LAUGENOUR AND MEIKLE.

JESSE SALINAS  
COUNTY CLERK-RECORDER  
YOLO COUNTY, CALIFORNIA

BY: \_\_\_\_\_ DEPUTY

**FINAL MAP**  
OF  
**SUBDIVISION NO. 4507**  
**WINTERS HIGHLANDS PHASE 1A**  
A SUBDIVISION OF LOT F, WINTERS HIGHLANDS PHASE 1, FILED AT BOOK 2018 OF MAPS AT PAGES 89-95 YOLO COUNTY RECORDS, LOCATED IN A PORTION OF SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERRIDIAN  
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

**LM LAUGENOUR AND MEIKLE**  
CIVIL ENGINEERING - LAND SURVEYING - PLANNING  
508 COURT STREET, WOODLAND, CALIFORNIA 95694 • PHONE: (530) 882-1759  
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • WEB: www.lmae.net  
NOVEMBER 30, 2018 SHEET 1 of 4

**TRUSTEE'S STATEMENT**  
TRUSTEE UNDER THE CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS RECORDED OCTOBER 20, 2017, AS INSTRUMENT NO. 2017-0027688, OFFICIAL RECORDS OF YOLO COUNTY, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP FOR RECORD.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT:**

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_

A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

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

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

WITNESS MY HAND:

SIGNATURE \_\_\_\_\_

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION # OF NOTARY: \_\_\_\_\_

FINAL MAP  
OF  
SUBDIVISION NO. 4507  
WINTERS HIGHLANDS PHASE 1A  
A SUBDIVISION OF LOT F, WINTERS HIGHLANDS PHASE 1,  
FILED AT BOOK 2018 OF MAPS AT PAGES 89-93 YOLO  
COUNTY RECORDS, LOCATED IN A PORTION OF SECTION 21  
TOWNSHIP 8 NORTH, RANGE 1 WEST,  
MOUNT Diablo MERIDIAN  
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

**LM LAUGENOUR AND MEIKLE**  
CIVIL ENGINEERING - LAND SURVEYING - PLANNING  
808 COURT STREET, WOODLAND, CALIFORNIA 95628 • PHONE: (530) 862-1795  
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • WEB: www.lmae.net  
NOVEMBER 30, 2018 SHEET 2 of 4







**TO:** Honorable Mayor and Council Members  
**DATE:** December 18, 2018  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** David Dowsnell, Contract Planner   
**SUBJECT:** Proposed amendments to Chapter 5.36 Street Vendors and Title 17 (Zoning Ordinance) regarding sidewalk and stationary food vendors operating within city limits.

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**RECOMMENDED CITY COUNCIL ACTION**

Waive the second reading and adopt Ordinance No. 2018-06 amending Chapter 5.36 Street Vendors and Title 17 (Zoning Ordinance) of the Municipal Code regarding sidewalk and stationary food vendors operating within city limits.

**BACKGROUND:**

On December 4, 2018 the City Council voted unanimously to approve the ordinance amending various provisions of the City's Municipal Code having to do with sidewalk and stationary food vendors. At the meeting the Council recommended amending the ordinance by deleting the restriction on the number of food trucks that could locate at the intersection of Grant and Railroad Avenues.

**DISCUSSION:**

The proposed amendments to the Municipal Code regulations are designed to allow food vendors, specifically sidewalk and food trucks, to operate legally within the City consistent with applicable State and County regulations.

**ATTACHMENTS:**

- A) Ordinance 2018-06

ORDINANCE NO. 2018 – 06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AMENDING CHAPTER 5.36 (STREET VENDORS) AND CHAPTER 17.04 (INTRODUCTORY  
PROVISIONS AND DEFINITIONS), CHAPTER 17.52.020 (LAND USE/ZONE MATRIX AND  
TABLE 17.58.2 (PERMITTED USES, FORM-BASED CODE FOR DOWNTOWN) OF THE  
WINTERS MUNICIPAL CODE

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

1. Purpose. The purpose of this ordinance is to amend various sections of the text in the Winters Municipal Code (the "Municipal Code") necessary to regulate Stationary, Mobile and Sidewalk Food Vendors.

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

3. Amendments to Title 17. The City hereby makes the following amendments to Title 17 of the Municipal Code:

a. Chapter 5.36 of the Municipal Code is hereby amended to read as follows:

**Chapter 5.36  
FOOD VENDORS**

Sections:

<a href="#">5.36.010</a>	Purpose.
<a href="#">5.36.020</a>	Definitions.
<a href="#">5.36.030</a>	Permit.
<a href="#">5.36.040</a>	Application for permit.
<a href="#">5.36.050</a>	Revocation of permit.
<a href="#">5.36.060</a>	Food vending vehicles.
5.36.070	Sidewalk vendors
<a href="#">5.36.080</a>	Violation—Nuisance.
<a href="#">5.36.090</a>	Insurance.
<a href="#">5.36.100</a>	Fees.
<a href="#">5.36.110</a>	Renewals.
<a href="#">5.36.120</a>	Enforcement.
<a href="#">5.36.130</a>	No preemption.
<a href="#">5.36.140</a>	Violation—Penalty.
<a href="#">5.36.150</a>	Nuisance—Injunction.
5.36.160	Temporary Permits

### **5.36.010 Purpose.**

The city recognizes the right of its citizenry to be relatively free from noise and obstruction when traversing the city streets. The city also recognizes the right of its citizenry to purchase reliable products from responsible vendors without a fixed place of businesses. The city by this regulatory chapter seeks to balance those competing interests. The city finds that the cost of this regulation should be borne by those individuals, companies and groups which seek to benefit financially from street vending or mobile food vending, since it should be their burden to insure to the Winters citizens that their sales of goods shall be done in a manner least obstructive to their right to travel.

### **5.36.020 Definitions.**

As used in this chapter, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

“City” means city of Winters.

“Food vending vehicle” includes any motor vehicle from which food or beverages are sold directly to a customer; does not include vehicles that involve the delivery of food or beverages ordered by home delivery customers.

“Public street or sidewalk” includes all areas legally open to public use as public streets, sidewalks, roadways, highways, parkways, alleys, and any other public way.

“Mobile food vendor” means any person, including an agent or employee of another, who sells or offers to sell food or beverages from a motor vehicle on any public street.

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and stops only for a brief time to complete a transaction.

“Sidewalk vendor” means a person who sells food, beverages or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one’s person, in a public park, upon a public sidewalk or other pedestrian path.

“Stationary food vendor” means any person, including an agent or employee of another, who sells or offers to sell food or beverages from a motor vehicle located on private property for more than four (4) hours in a single day.

“Stationary sidewalk vendor” means any person who sells food, beverages or merchandise from a fixed location from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one’s person, upon public sidewalk or other pedestrian path.

“Vendor” means any person who operates a food vending vehicle, stand or cart.

### **5.36.030 Permit.**

It is unlawful for any person to sell or attempt to sell any commodity by means of vending such commodity upon any street or on private property in the city without first securing a permit and paying the fee therefor.

### **5.36.040 Application for permit.**

Application for a permit shall be made upon a form provided by the city. The applicant shall truthfully state in full the information requested on the application:

- A. Name and address of present place of residence and length of residence at such address; also business address if other than present address;
- B. Address of place of residence during the past three (3) years if other than present address;
- C. Age of applicant;
- D. Physical description of applicant;
- E. Name and address of the person, firm or corporation or association whom the applicant is employed by or represents, and the length of time of such employment or representation;
- F. Name and address of employer during the past three (3) years if other than the present employer;
- G. Description sufficient for identification of the type of commodity or commodities to be vended;
- H. Period of time for which the permit is applied;
- I. The date, or approximate date, of the last previous application for permit under this chapter, if any;
- J. If a permit is issued to the applicant under this chapter has ever been revoked;
- K. Names of the three (3) most recent communities where the applicant has engaged in street vending;
- L. Proposed method of operation;
- M. Signature of applicant;
- N. Social Security Number of applicant.

All statements made by the applicant upon the application or in connection therewith shall be under oath.

The applicant shall submit to fingerprinting by the police department of the city in connection with the application for the permit.

The city clerk shall cause to be kept in his or her office an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all permits issued under the provisions of this chapter, and of the denial of applications.

Applications for permits shall be numbered in consecutive order as filed, and every permit issued, and any renewal thereof, shall be identified with the duplicate number of the application upon which it was issued.

No permit shall be issued to any person who has been convicted of a violation of any of the provisions of this chapter; nor to any person whose permit issued hereunder has previously been revoked as herein provided.

#### **5.36.050 Revocation of permit.**

Any permit issued hereunder shall be revoked by the chief of police if the holder of the permit is convicted of a violation of any of the provisions of this chapter, or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a permit under the terms of this chapter. Immediately upon such revocation, written notice thereof shall be given by the chief of police to the holder of the permit in person or by certified United States Mail addressed to his or her residence address set forth in the application.

Immediately upon the giving of such notice the permit shall become null and void.

The permit shall state the expiration date thereof.

#### **5.36.060 Food vending vehicles.**

The following rules and regulations shall be complied with by each person operating a food vending vehicle.

##### **A. Food Vendors**

It shall be unlawful for any food vendor to:

1. Sell or attempt to by means of any outcry, sound, speaker or amplifier, or any instrument which violates the City of Winters noise ordinance contained in Chapter [8.20](#).
2. A use permit shall not be required for fundraising activities/special sales/events which are sponsored by the school district or approved by the City.

##### **B. Mobile Food Vendors**

It shall be unlawful for any mobile food vendor to:

1. Exceed a speed of twelve (12) miles an hour when driving through neighborhoods seeking sales or when attempting to make a sale;

2. Make more than two (2) stops in any one (1) block to make any sale;
3. Stop anywhere within twenty-five (25) feet of an intersection when making a sale or attempting to make a sale;
4. Double park, or park in any manner contrary to any ordinance relating to parking when making a sale or attempting to make a sale;
5. Make a U-turn on any block;
6. Drive a vehicle backwards when making a sale or attempting to make a sale;
7. Sell to any person who is standing in the street;
8. Permit any person to hang on the vehicle or permit any person to ride in or on the vehicle except a bona fide assistant or assistants;
9. Remain standing or stopped at any place for a period of time exceeding ten (10) minutes;
10. Conduct business within twenty (20) feet of any disabled parking space or access ramp;
11. Sell or attempt to sell along any particular route more than two (2) times during a twenty-four (24) hour period.

C. Stationary Food Vendor

Stationary food vendors shall comply with the following:

1. A use permit shall be obtained from the planning commission to allow a stationary food vendor except as allowed by subsection C2 below. The permit shall be processed in accordance with and subject to the use permit requirements contained in Chapter 17.20.
2. A special permit shall be obtained from the City to allow a stationary food vendor to participate in an event approved by the City.
3. Locate on privately owned land not within enclosed buildings on permanent foundations or in a public right-of-way.
4. Stationary food vending vehicles shall be designed so they add aesthetic value to the vicinity. Design elements should include the use of umbrellas, overhangs, or other attractive shading devices, and temporary landscaping.
5. Hours of operation may be limited as determined by the planning commission. Minor modifications to the hours of operation may be approved by the zoning administrator.
6. Provide a trash container immediately adjacent to the food vending vehicle. Trash container must be removed from the site during non-vending hours. Additionally, vendors must maintain the cleanliness of their site within twenty-five (25) feet surrounding their site.

7. Be limited to one (1) freestanding, non-illuminated sign, not exceeding four (4) feet in any dimension, to be placed within ten (10) feet of the stationary food vendor. These regulations do not include any graphics or signs painted directly onto the vehicle. No sign shall impede vehicle traffic, pedestrian right of way, or pedestrian personal vehicle traffic (bike lanes). No stationary food vendor signs shall be located within the Caltrans right-of-way.
8. Have a certificate of compliance from the county health department, as appropriate. Additionally, vendors must complete the Reciprocity Checklist of Yolo County.
9. Stationary food vending vehicles are permitted in the vicinity of Grant Avenue and Railroad Avenue along three (3) corridors from the intersection. Grant Avenue east to Dutton Street on the north side of the street and to East Street on the south side of Grant; both sides of Railroad Avenue south to Baker Street; west on Grant Avenue three-hundred (300) feet.
10. Stationary food vendors shall be prohibited from having chairs and tables for customer use unless approved by the planning commission. Any chairs and tables must be stored off site unless previously stated approval of the property owner is declared during the application process.
11. Stationary food vendors must comply with American Disabilities Act and other accessibility access standards.
12. Stationary food vendor permits may be revoked upon there being just cause.
13. Stationary food vendors operating in parking lots must minimize the amount of parking spaces they are utilizing and cannot impede traffic flow entering, leaving, or within the parking lot.
14. Stationary food vendors operating adjacent to, or within close proximity to a traffic intersection cannot visually impair drivers utilizing said intersection.

#### **5.36.070 Sidewalk vendors.**

The following provisions shall regulate sidewalk vending stands and carts or other operations deemed similar by the zoning administrator, which operate on publicly owned land or parks not within enclosed buildings. Nothing in this section shall be construed to affect the applicability of Part 7 (commencing with Section 113700) of Division 104 of the Health and Safety Code to a sidewalk vendor who sells food.

1. A business license shall be obtained from the City to allow a sidewalk vendor. The permit shall be processed in accordance with the requirements contained in Chapter [5.04](#).
2. Stationary sidewalk vendors shall be prohibited from selling in residentially zoned neighborhoods.

3. Roaming sidewalk vendors are permitted to sell in residentially zoned neighborhoods; hours of operation shall be between 9:00 am and 5:00 p.m. Hours of operation in nonresidential areas shall be consistent with the hours of other businesses operating in the nonresidential area as determined by the zoning administrator.
4. All sidewalk vending stands, carts, signs, refuse containers and other material set up or provided by the vendor must be removed from the vending site during non-vending hours.
5. Sidewalk vending stands and carts shall not exceed eight (8) feet in height, eight (8) feet in length and four (4) feet in width; not impede access to the entrance of any adjacent building or driveway; not impede pedestrian right of way, or pedestrian personal vehicle traffic (bike lanes); not be located on sidewalks where there is not on-street parking immediately adjacent; and must comply with American Disabilities Act and other accessibility access standards.
6. Sidewalk vending stands and carts shall not be located within twenty (20) feet of a fire hydrant, fire escape, bus stop, loading zone, disabled parking space, access ramp, fire station or police department driveway.
7. Sidewalk vendors shall supply a way to dispose of trash if an existing trash container does not exist within twenty-five (25) feet of the stand or cart. Additionally, sidewalk vendors must maintain the cleanliness of their site and within twenty-five (25) feet surrounding their site.
8. Sidewalk vending stands and carts shall be designed so they add aesthetic value to the vicinity. Design elements should include the use of umbrellas, awnings, or other attractive shading devices.
9. Sidewalk vending stands and carts shall be prohibited from having a signs except those that are limited to one (1) freestanding, non-illuminated sign not exceeding four (4) feet in any dimension, to be attached to or placed within ten (10) feet of the stand or cart. These regulations do not include any graphics or signs painted directly onto the vending stand or cart. No sign shall impede vehicle traffic, pedestrian right-of-way, or pedestrian personal vehicle traffic (bike lanes). No sidewalk vendor signs shall be located within the Caltrans right-of-way.
10. Sidewalk vendors shall obtain a certificate of compliance from the county health department, as appropriate. Additionally, vendors must complete the Reciprocity Checklist of Yolo County.
11. Sidewalk vendors locating near an intersection shall not create a sight distance problem.
12. Sidewalk vendors wanting to vend within a city park may vend only during those hours the park is open. Sidewalk vendors may not vend within a city park during a city-approved event when there is an exclusive agreement with one (1) or more concessionaires.

13. Sidewalk vendors shall be prohibited from having tables and chairs for customer use unless the vendor is located in a given area that has adequate sidewalk width or is specifically designed for such purpose such as a plaza, park or other public open space area with adequate restroom facilities.

14. Sidewalk vendor permits may be revoked upon there being just cause.

15. Sidewalk vendor permit shall expire in one (1) year and may be extended upon zoning administrator approval.

#### **5.36.080 Violation—Nuisance.**

It is declared to be unlawful and shall constitute a nuisance for any person to violate the terms of this chapter.

#### **5.36.090 Insurance.**

No permit shall be issued to an applicant unless the applicant furnishes proof to the city of a public liability bond or insurance policy in an amount not less than three hundred thousand dollars (\$300,000.00) for property damage and bodily injury liability, including injury resulting in death, caused by the applicant.

#### **5.36.100 Fees.**

The city shall by resolution establish fees for the issuance of permits sufficient to offset the city's cost of regulation of street vendors. These fees shall be supplemental to any business license fees charged to street vendors. Both fees shall be payable upon application. The fees charged under this chapter shall be nonrefundable. Permits shall be valid for one (1) year from the date of issuance, unless sooner revoked as provided herein.

#### **5.36.110 Renewals.**

Renewals shall be done on an annual basis. Application for renewals of permits shall be received no later than thirty (30) days prior to the expiration of the applicant's permit, or shall be processed as new applications. The city may review applications for renewal to determine that:

A. The applicant is in full compliance with the provisions of this chapter;

B. The applicant has a currently effective insurance policy in the minimum amount provided in this chapter, or as amended by subsequent resolution of the Winters city council.

If the city finds that the applicant meets the above requirements, the city shall issue a new permit.

#### **5.36.120 Enforcement**

Enforcement shall be implemented by the city manager or through a city staff person designated by him or her. In addition, any Winters police officer is authorized to enforce the provisions of

this chapter. Such person shall have authority to issue citations based upon reasonable cause in a manner most suitable to the particular incident.

**5.36.130 No preemption.**

This chapter shall not be interpreted to permit soliciting, or the procedures thereof or redress therefrom, where restricted by state law.

**5.36.140 Violation—Penalty.**

Any person, firm, corporation, or organization which violates any provision of this chapter shall, upon conviction thereof be subject to the maximum allowable fine pursuant to the requirements set forth in state law.

Upon conviction thereof, punishment shall be a fine subject to the maximum allowable pursuant to the requirements set forth in state law, or imprisonment for a term not exceeding six (6) months, or by both a fine and imprisonment.

**5.36.150 Nuisance—Injunction.**

Any violation of this chapter is declared to be a nuisance. In addition to any other relief provided by this chapter, the city attorney may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this chapter. Such application for relief may include seeking a temporary restraining order, temporary injunction and permanent injunction.

**5.36.160 Temporary Permits**

Temporary permits provided to vendors are strictly regulated and shall provide guidelines in which vendors must abide by. These permits will be range in costs and shall be adjusted based on the length of time in which the food vendor is serving within the city limits and shall go into effect upon approval from the City and shall expire upon the designated time noted on the approved permit.

b. Subdivision (B) of Section 17.04 of the Municipal Code is hereby amended to read as follows:

Chapter 17.04

INTRODUCTORY PROVISIONS AND DEFINITIONS

B. Definitions.

“Stable” means a detached accessory building for the shelter of horses or similar hoofed animals.

“Stationary food vendor” means any person, including an agent or employee of another, who sells or offers to sell food or beverages from a motor vehicle located on private property for more than four (4) hours in a single day.

“Street line (right-of-way)” means the boundary between an existing or proposed street right-of-way and abutting property.

**17.52.020 Land Use/Zone Matrix.**

**LAND USE/ZONE MATRIX**

KEY:

C= Conditional Use

P= Permitted Use

T= Temporary Use

Zoning Designations:

- (A-1) General Agricultural Industrial Park
- (R-R) Rural Residential
- (R-1) Single-Family Residential Industrial
- (R-2) One-and Two-Family Public/Quasi-Public
- (R-3) Multifamily Residential
- (R-4) High Density Residential
- (C-1) Neighborhood Commercial
- (C-2) Central Business District
- (C-H) Highway Service Commercial
- (O-F) Office
- (B/P) Business
- (M-1) Light Industrial
- (M-2) Heavy
- (PQP) Residential
- (PD) Planned Development

AGRICULTURAL USES																	
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D*
Agricultural Operation	P	C														P	
Animal Production	P															C	
Businesses and Uses Prohibited by State or Federal Law																	
COMMERCIAL AND OFFICE USES																	
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D*

Adult Entertainment												C	C						
Automobile Repair, Major							C	C				C	C	P					
Automobile Repair, Minor							P	P	P			P							
Bar, Cocktail Lounge							C	C											
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D*		
Bed and Breakfast Inn			C	C	C	C		C											
Business Service							P	P		P	P								
Businesses and Uses Prohibited by State or Federal Law																			
Financial Institutions							P	P		P	P								
Equipment Sales, Rental, Repair							P	P			P								
Funeral Parlor								P			C								
Hotel, Motel								C	C										
Nurseries	P						P	P			C	C							
Office, Business and Medical							P	P		P	P								
Outdoor Sales							C	C			C								
Personal Retail Services							P	P											
Personal Storage								C			C	C				C	C		
Recreation, Indoor or Outdoor							C	C			C	C							
Recreational Vehicle Park									C		C								
Restaurant							P	P	P		C								
Restaurant, Drive-Through							C	C	P										

Retail Sales, General								P	P	C		C						
Roadside Stand	P	C						C	C									
Service Station								P	P	P		P						
Stationary Food Vendor								C	C	C								
Veterinary Hospital, Kennel	C							C	P									
<b>INDUSTRIAL USES</b>																		
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D*	
Businesses and Uses Prohibited by State or Federal Law																		
Finished Goods Assembly											P	P	P					
Heavy Equipment Terminal											C	C	P					
Laboratory, Research, Equipment										C		C	C					
Manufacturing, Heavy General													C					
Manufacturing, Light General												C	P					
Mineral Extraction	C												C	C		C		
Recycling Center Collection								P	P		P	P	P					
Recycling and Salvage Yards													C					
Warehouse, Wholesale, Freight Terminal												C	P					

PUBLIC & QUASI-PUBLIC USES																	
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D*
Assembly Hall/Community Services	C	C					C	C		C	C			C	C		
Businesses and Uses Prohibited by State or Federal Law																	
Cemetery	C													C		C	
Communication Equipment Facility	C	C			C	C	C	C	C	C	C	P	P	C	C	C	
Convalescence and Care Services		C	C	C	C	C	C							C			
Cultural Facility						C	C							C	C		
Day Care, General		C	C	C	C	C				C	C			C			
Emergency Shelter					P	P		P						P			
Government Offices										C	C			C	C		
Hospital										C	C			C			
Public Parks	C	C	C	C			C	C	C					C	C	C	
Religious Institutions			C	C			C	C		C	C			C			
Safety Services							C	C		C	C			C			
Utility Services, Major	C	C											C	C	C	C	
Utility Services, Minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Vocational Training Facility														C			
RESIDENTIAL USES																	
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2**	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D*

Accessory Dwelling Units		P	P	P														
Businesses and Uses Prohibited by State or Federal Law																		
Day Care, Limited		P	P	P	P	P												
Dwelling, Multiple-Family					P	P	C	C <sup>3</sup>		C								
Dwelling, Single-Family	P	P <sup>4</sup>	P <sup>4</sup>	P <sup>4</sup>	C	C <sup>4</sup>		C <sup>2,3</sup>									C	
Dwelling, Two-Family or Duplex			P <sup>1</sup>	P	C	C												
Farmworker Housing Unit	P		P	P	P	P		P <sup>5</sup>										
Farmworker Housing Complex	P				P	P		P <sup>5</sup>										
Mobile Home Park		C	C	C	C	C												
Single Room Occupancy					P	P		C										
Residential Care Facility		C	C	C	C											C		
TEMPORARY USES																		
	A-1	R-R	R-1	R-2	R-3	R-4	C-1	C-2	C-H	O-F	B/P	M-1	M-2	PQP	P-R	O-S	P-D*	
Arts and Crafts Show	T						T	T	T	T	T	T	T	T	T	T	T	T
Businesses and Uses Prohibited by State or Federal Law																		
Carnivals/Fairs/Fund Raisers	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
Construction Trailers	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
Religious Assembly	T													T	T	T	T	
Seasonal Sales	T	T					T	T	T		T	T		T	T	T	T	

Footnotes:

1. Affordable or market rate duplexes are allowed on all corner lots in the R-1 and R-2 zones citywide.
  2. Only if an existing historical structure is planned for relocation to a C-2 zone that adjoins a residential district.
  3. A single residential unit is allowed at a business located in the central business district zone (C-2) upon planning commission approval of a conditional use permit (CUP), while multifamily residential is allowed above a business in the C-2 zone upon planning commission approval of a CUP. A residential unit proposed for a first floor area must be occupied by the property owner or licensed business proprietor, at least four hundred (400) square feet in size, and located at the rear of the business. No more than twenty (20) percent of the existing first floor area can be converted into residential uses and the existing first floor area must be at least two thousand (2,000) square feet in size.
  4. Manufactured homes and factory-built homes located on a permanent foundation are allowed in the specified zones by right or upon planning commission approval of a conditional use permit (CUP).
  5. For single farmworkers, single room occupancy housing is permitted.
- \* All PD uses per PD permit, and as consistent with the general plan.

Also see: Chapter [17.36](#) (Design Review). Design review may be required, including for land uses which are otherwise permitted by this title, depending upon the type and location of the development project proposed.

\*\* A commercial use operating from a residential structure originally constructed as a residential structure can be converted from a commercial use to a residential use.

**17.58.050 Allowed use regulations.**

This section lists allowed uses by zoning district within the downtown form-based code area. The zoning districts are shown on the regulating plan (Figure 17.58-1). This list is not meant to be comprehensive and does not regulate building character or design, but instead delineates the types of uses allowed within a building. These allowed use regulations are unique to this chapter and are intended to implement the vision of the 2006 Winters downtown master plan.

A. Principally Permitted Uses. The following table identifies the permitted uses within the downtown. These allowed use regulations are listed by street type, then by zoning district (D-A or D-B), as applicable. The uses listed are defined in subsection B of this section (Definitions of Permitted Uses). The symbols in the table are defined as:

P—Permitted Use

C—Conditionally Permitted Use

N—Not Permitted

c. Subdivision (A) of Section 17.58.050 of the Municipal Code is hereby amended to read as follows:

**Table 17.58-2: Permitted Uses**

Uses	Main Street		Railroad Avenue		Secondary Streets		Grant Avenue	
	D-A	D-B	D-A	D-B	D-A	D-B	D-A	D-B
Attached Single-Family Residential	N	N	N	N	N	P	N	N
Banks and Financial Institutions	P	P	P	P	P	C	P	P
Bars, Pubs and Cocktail Lounges	C	C	C	C	N	N	C	C
Bed and Breakfast Inns	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P	P	P	P <sup>1</sup>	P
Businesses and Uses Prohibited by State or Federal Law	N	N	N	N	N	N	N	N
Child Day Care	N	N	N	N	C	C	N	C
Commercial Recreation and Entertainment	C	C	C	C	N	N	C	C
Detached Single-Family Residential	N	C	N	N	C	P	N	N
Farmworker Housing Unit	C <sup>1,3</sup>	P	C <sup>1,3</sup>	C <sup>1,3</sup>				
Farmworker Housing Complex						P <sup>3</sup>		
Government/Institutional	P	P	P	P	P	C	P	P
Hotels or Motels	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P	P	P <sup>1</sup>	P
Live/Work Units	C	P	P	P	P	C	N	C
Mixed-Uses	P	P	P	P	P	C	C	P
Multifamily Residential	C <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P	N	P <sup>1</sup>
Neighborhood Commercial	P	P	P	P	P	C	C	N
Offices	P	P	P	P	P	C	P	P
Personal Services	P	P	P	P	P	C	C	P

Religious Institutions	C	C	C	C	N	N	C	C
Retail Commercial	P	P	P	P	P	N	P	P
Service Stations	N	C	C	C	N	N	C	C
Single Room Occupancy	C <sup>1</sup>							
Sit-Down Restaurants <sup>2</sup>	P	P	P	P	C	C	P	P
Specialized Agriculture and Processing	C	C	C	C	C	C	C	C
Stationary Food Vendor	C	C	C	C	C	C	C	C

Notes:

<sup>1</sup> Only on the second floor or above.

<sup>2</sup> Drive-thrus are not allowed within the downtown form-based code area (see Section 17.58.070(A)(2)(d)).

<sup>3</sup> For single farmworkers, single room occupancy housing is permitted.



**TO:** Honorable Mayor and Council Members  
**DATE:** December 18, 2018  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** David Dowswell, Contract Planner   
**SUBJECT:** Planned Development Overlay Modification by adding the regulations that were part of Cottages at Carter Ranch Phase I to the Cottages at Carter Ranch Phase II (APN 030-392-006).

---

**RECOMMENDED CITY COUNCIL ACTION**

Waive the second reading and adopt Ordinance No. 2018-08 adding the Planned Development (PD) Overlay regulations that were part of Cottages at Carter Ranch Phase I to the Cottages at Carter Ranch Phase II.

**BACKGROUND:**

On December 4, 2018 the City Council voted unanimously to approve the ordinance adding the PD Overlay regulations that were part of Cottages at Carter Ranch Phase I to the Cottages at Carter Ranch Phase II.

**DISCUSSION:**

Adding the PD regulations to Carter Ranch Phase II will allow the six homes planned for the subdivision to be built in a manner consistent with the homes built in Carter Ranch Phase I.

**ATTACHMENTS:**

- A) Ordinance 2018-08

CITY COUNCIL

ORDINANCE NO. 2018 - 08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS  
ADOPTING PLANNED DEVELOPMENT (PD) OVERLAY ZONE REGULATIONS FOR THE  
COTTAGES AT CARTER RANCH PHASE II SUBDIVISION (APN 030-392-006)

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

1. Purpose. The purpose of this ordinance is to add the PD Overlay regulations that were part of Cottages at Carter Ranch Phase I to the Cottages at Carter Ranch Phase II, subject to the Community Development Department approving the plans are submitted to develop the parcels.

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

3. Rezoning. The subject property PD Overlay regulations are hereby adopted as shown on "Exhibit A," attached hereto and incorporated herein by reference.

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

**INTRODUCED** at a regular meeting on the 4th day of December, 2018 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the 18th day of December, 2018 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Bill Biasi, Mayor

ATTEST:

\_\_\_\_\_  
Tracy S. Jensen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ethan Walsh, City Attorney



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** December 18, 2018  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** John P. Miller, Chief of Police  
**SUBJECT:** Ordinance 2018-09, an Ordinance of the City Council of the City of Winters Amending WMC §10.16.120 "Regulated Parking on Certain Streets"

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**RECOMMENDATION:**

Waive the second reading and adopt Ordinance 2018-09 to amend Winters Municipal Code §10.16.120(A) "Regulated parking on certain streets."

**BACKGROUND:**

As part of the Downtown Master Parking Plan adopted by the City Council on September 18, 2018, the majority of parking in the downtown will be designated 2 hour time limit parking with several parking spaces designated for 30 minute time limit parking. The current Winters Municipal Code only recognizes and enables enforcement of 24 minute, 40 minute, 1 hour, and 2 hour time limit parking.

This amendment would update the WMC to enable enforcement of the 30 minute and 2 hour parking time limits as well as future designated time limits rather than just the currently codified time limits.

**FISCAL IMPACT:**

Undetermined increase in revenues from parking citation fines.

ORDINANCE NO. 2018-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING  
SECTIONS 10.16.120 OF THE WINTERS MUNICIPAL CODE REGARDING  
REGULATED PARKING ON CERTAIN STREETS

WHEREAS, pursuant to the Downtown Master Parking Plan, adopted by the City Council on September 18, 2018, certain parking spaces are to be designated for 30 minute time limit parking; and

WHEREAS, the current Winters Municipal Code only recognizes and enables enforcement of 24 minute, 40 minute, 1 hour, and 2 hour time limit parking; and

WHEREAS, the City Council desires to amend the municipal code to enable the designation, posting, and enforcement of 30 minute, or other time limit parking, as may be deemed appropriate.

NOW, THEREFORE, the City Council of the City of Winters does hereby ordain as follows:

**SECTION 1. Amendment.** Section 10.16.120 of the Winters Municipal Code is hereby amended to read in full as follows:

10.16.120 Regulated *time limit* parking on city streets~~on certain streets.~~

~~A. Twenty-Four Minute Parking. Green curb marking shall mean no standing parking for a period of time longer than twenty-four (24) minutes at any time between seven a.m. and six p.m. on any day except Sundays and holidays.~~

~~When authorized signs, parking meters or curb markings have been determined by the superintendent to be necessary and are in place giving notice thereof no operator of any vehicle shall stop, stand or park said vehicle adjacent to any such legible curb marking or sign or parking meter in violation thereof.~~

~~B. Forty Minute Parking. When authorized signs, parking meters or curb markings have been determined by the superintendent to be necessary and are in place giving notice thereof, no operator of any vehicle shall stop, stand or park such vehicle between the hours of seven a.m. and 6:00 p.m. of any day except Sundays and holidays, for a period of time longer than forty (40) minutes.~~

~~C. One Hour Parking. When authorized signs, parking meters or curb markings have been determined by the superintendent to be necessary and are in place giving notice thereof, no operator of any vehicle shall stop stand or park such vehicle between the hours of seven a.m. and six p.m. of any day except Sundays and holidays, for a period of time longer than one hour.~~

~~D. Two Hour Parking. When authorized signs, parking meters or curb markings have been determined by the superintendent of public works to be necessary and are in place giving notice thereof, no operator of any vehicle shall stop, stand or park such vehicle between the hours of seven a.m. and six p.m. of any day except Sundays and holidays, for a period of time longer than two hours. (Prior code § 4-1.1104)~~

A. Whenever the superintendent of public works determines that the orderly, efficient movement of vehicles requires that stopping, standing or parking of vehicles on certain city streets be prohibited, limited or restricted, the superintendent of public works shall have the power and authority to order signs or curb markings to be erected or posted indicating the limitations on such stopping, standing or parking of vehicles.

B. When authorized signs or curb markings are in place giving notice thereof, no person shall stop, stand or park any vehicle in any public parking lots or on any public streets between the hours of 7 a.m. and 6:00 p.m. of any day except Sundays and holidays, for a period of time longer than the time limit specified on such signs or curb markings.

**SECTION 7. Severability.** If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

**SECTION 8. Effective Date.** This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City.

INTRODUCED on the 4<sup>th</sup> day of December, 2018, and PASSED AND ADOPTED by the City Council of the City of Winters on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Bill Biasi  
Mayor of the City of Winters

ATTEST:

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Tracy S. Jensen, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** December 18, 2018  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** John P. Miller, Chief of Police  
**SUBJECT:** Resolution 2018-77 to Adopt and Update Schedule of Fines and Penalties to Include Ordinance Adopted to Prohibit the Removal of Tire Markings Placed for Enforcement Purposes

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**RECOMMENDATION:**

Read and adopt Resolution 2018-77 to update City of Winters Schedule of Fines and Penalties to include the ordinance adopted to prohibit the removal of tire markings placed for enforcement purposes.

**BACKGROUND:**

On September 18, 2018, the City Council adopted the Downtown Master Parking Plan, which included a recommendation to increase enforcement of time limit parking regulations to encourage parking turnover rates and space availability. On December 4, 2018, the City Council adopted a resolution updating the fines for violations of the provisions of the Winters Municipal Code ("WMC") regulating parking.

After further reconciling the recommendations of the Downtown Master Parking Plan with the WMC and the approved Schedule of Fines and Penalties, staff found discrepancies with the Master Plan's time limit recommendations and time limits authorized in the WMC. Staff also identified a lack of an assessment of penalties for late payment of parking violations, as authorized under California Vehicle Code §40203.5.

**RESOLUTION NO. 2018-77**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
ESTABLISHING A SCHEDULE OF FINES AND PENALTIES FOR TRAFFIC AND  
PARKING VIOLATIONS**

**WHEREAS**, the City Council, by ordinance introduced concurrently with this Resolution, adds Chapter 10.16.125 of the Winters Municipal Code regarding the removal of tire markings placed for enforcement purposes; and

**WHEREAS**, California Vehicle Code §40203.5 allows the City Council to establish a “schedule of parking penalties for parking violations”; and

**WHEREAS**, the City Council desires to replace in its entirety the fines and penalties applicable to traffic and parking violations with the schedule of fines and penalties attached hereto as Exhibit “A”; and

**WHEREAS**, this Resolution shall replace and supersede Resolution No. 2018-65, which previously established a Schedule of Fines and Penalties for traffic and parking violations in the City of Winters; and

**WHEREAS**, the fines shall be effective upon the effective date of Ordinance No. 2018-10, introduced concurrently with this Resolution.

**NOW, THEREFORE**, the City Council of the City of Winters does hereby resolve as follows:

**SECTION 1. Schedule of Fines and Penalties.** The schedule of fines and penalties applicable to traffic and parking violations, as set forth in Exhibit A, attached hereto and incorporated herein by this reference, and as authorized by Chapter 10.24 of the Winters Municipal Code, is hereby adopted and established.

**SECTION 2. Severability.** If any provision, clause, sentence or paragraph of this resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

**SECTION 3. Effective Date.** This Resolution shall take effect upon the effective date of Ordinance No. 2018-10, introduced concurrently herewith.

**PASSED AND ADOPTED** by the City Council of the City of Winters on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Bill Biasi  
Mayor of the City of Winters

**ATTEST:**

\_\_\_\_\_  
Tracy S. Jensen, City Clerk

Pursuant to the ordinance concurrently submitted to add WMC §10.16.125 "Removal of tire marking prohibited" to the WMC, staff recommends that the City Council adopt the updated Schedule of Fines and Penalties, which reflects the addition of WMC §10.16.125.

**FISCAL IMPACT:**

Undetermined increase in revenues from parking citation fines.

Exhibit A

December 18, 2018

22500 sections (a) through (m) CVC	Prohibited Parking area (sidewalks, bridges, etc)	\$30
21113(a)(1)(F) CVC	No parking on public grounds	\$30
21211 (a)CVC	Parking/ stopping impede bicycle path	\$30
22502 CVC	Parking within 18 inches of curb	\$30
22505 (b) CVC	Parking/ stopping failure to obey state highway sign restrictions	\$30
22507 CVC	Preferential or permit parking	\$30
22507.8 CVC	Parked/stopped disabled person designated parking	\$336
22514 CVC	Parking within 15 feet of fire hydrant	\$30
22500.1CVC	Stopping/parking in fire lane prohibited	\$30
22523(a) or (b) CVC	Abandoned vehicle	\$100
22515 CVC	Parking with engine running- no driver/occupant present	\$30
22516 CVC	Locked vehicle - occupant inside unable to escape	\$30
22511.1 CVC	Parking/blocking space designated for electric vehicle/charging	\$30
22951 CVC	Parking lot operator using street	\$30
10.16.050 WMC	Using city street to store vehicle over 72 consecutive hours prohibited	\$30
10.16.060 WMC	Parking for demonstration (sale) prohibited	\$30
10.16.070 WMC	Repair of vehicles on public street prohibited	\$30
10.16.080 WMC	Parking adjacent to schools in violation of signs	\$30
10.16.090 WMC	Parking prohibited on narrow streets	\$30
10.16.100 WMC	Emergency parking sign due to event	\$30
10.16.110 WMC	Parking in violation of parking signs placed by the city	\$30
10.16.120 WMC	Parking in violation of timed parking restrictions	\$30
10.16.125 WMC	Removal of tire markings	\$60
10.16.130 WMC	Parallel parking on one way street	\$30
10.16.140 WMC	Diagonal parking	\$30
10.16.150 WMC	Vehicle must be parked within parking space markings	\$30
10.16.160 WMC	Parking in areas designated as no parking zones prohibited	\$30
10.16.170 WMC	Parking all night for purpose of habitation prohibited	\$30
10.16.210 (a) through (d) WMC	Parked in violation of curb markings	\$30
10.16.230 WMC	Parked in commercial load/unload zone	\$30

10.16.250 WMC	Stopping/parking in alley prohibited	\$30
10.20.010 WMC	Certain commercial vehicle prohibited in central traffic district	\$30
10.20.030 WMC	Restricted truck route / over 3 tons	\$30
10.20.050 WMC	Truck parking restrictions in residential areas	\$30
40203.5 CVC	Late payment penalty	\$30



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** December 18, 2018  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** John P. Miller, Chief of Police  
**SUBJECT:** Ordinance 2018-10, an Ordinance of the City Council of the City of Winters to Add WMC §10.16.125 "Removal of Tire Marking Prohibited"

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**RECOMMENDATION:**

First reading of Ordinance 2018-10 to add Winters Municipal Code §10.16.125 "Removal of tire marking prohibited."

**BACKGROUND:**

As part of the Downtown Master Parking Plan adopted by the City Council on September 18, 2018, the majority of parking in the downtown will be designated 2 hour time limit parking with several parking spaces designated for 30 minute time limit parking. A common method for enforcement of parking time limits is to mark the tires of the vehicles in the designated areas with chalk, or another marking material or device, and return after the established time limit has elapsed to ensure compliance. This method is also used to mark vehicles abandoned, or parked in excess of 72 hours, on public streets.

This addition to the WMC would prohibit the removal of tire markings or other marking or devices affixed to the vehicle placed for the purposes of enforcing the WMC or California Vehicle Code.

**FISCAL IMPACT:**

Undetermined increase in revenues from parking citation fines.

ORDINANCE NO. 2018-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS ADDING SECTION 10.16.125 TO THE WINTERS MUNICIPAL CODE PROHIBITING THE REMOVAL OF TIRE MARKINGS

WHEREAS, pursuant to the Downtown Master Parking Plan, adopted by the City Council on September 18, 2018, certain parking spaces are to be designated for time limit parking; and

WHEREAS, a common method of enforcing parking time limits is to mark the tires of the vehicles in the designated areas with chalk, or other marking or devices affixed to the vehicle, and return after the established time limit has elapsed to ensure compliance; and

WHEREAS, this method is also used to mark vehicles abandoned, or parked in excess of 72 hours, on public streets; and

WHEREAS, the City Council desires to add a section to the Winters Municipal Code prohibiting the removal of marks placed on a vehicle tire, or other marking or devices affixed to the vehicle, by a parking enforcement officer, police officer, or other person authorized by the Chief of Police for the purposes of enforcing this Code or the California Vehicle Code.

NOW, THEREFORE, the City Council of the City of Winters does hereby ordain as follows:

**SECTION 1. Addition.** Section 10.16.125 of the Winters Municipal Code is hereby added to read in full as follows:

**“10.16.025 Removal of tire marking prohibited.**

No person shall remove or cause to be removed, altered, covered or distorted, in any manner, marks placed on a vehicle tire, or other marking or devices affixed to the vehicle, by a parking enforcement officer, police officer, or other person authorized by the Chief of Police for the purposes of enforcing this Code or the California Vehicle Code.”

**SECTION 7. Severability.** If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

**SECTION 8. Effective Date.** This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City.

INTRODUCED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and PASSED AND ADOPTED by the City Council of the City of Winters on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Bill Biasi  
Mayor of the City of Winters

ATTEST:

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Tracy S. Jensen, City Clerk