



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, April 2, 2019  
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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PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

### CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 19, 2019 (pp 5-10)
- B. Proclamation in Recognition and Observance of National Library Week, April 7-13, 2019 (pp. 11-12)
- C. Public Improvement and Maintenance Agreement with Blue Mountain Terrace (pp. 13-35)
- D. Amplified Sound Permit for Week of the Young Child Jump for Joy Music Concert in the Park Sponsored by the Winters Preschool Directors Association (pp. 36-38)
- E. Authorize Mural Project on City Owned Property, the Rodgers Building (201 First Street), sponsored by the Winters Participation Gallery (pp. 39-41)
- F. Caltrans Engineering and Traffic Survey Results Yolo 128 (Grant Avenue) (pp. 42-51)

### PRESENTATIONS

### DISCUSSION ITEMS

- 1. Second Reading and Adoption of Ordinance 2019-01, an Ordinance of the City Council of the City of Winters Approving the Request to Add Planned Development (PD) Overlay to the Property Located at 416-418 Second Street, APN 003-146-018 (pp. 52-56)
- 2. Establishing a Winters Commission on the Aging (pp. 57-90)
- 3. General Plan Element Review- Land Use (pp. 91-93)

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

1. None

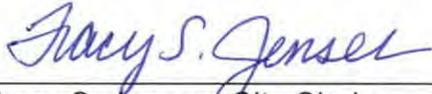
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CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the April 2, 2019 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 March 28, 2019, and made available to the public during normal business hours.



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Tracy S. Jensen, City Clerk

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

*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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*City Hall – Finance Office - 318 First Street*

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Minutes of the Regular Meeting of the Winters City Council  
Held on March 19, 2019

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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, Mayor Bill Biasi

Absent: None

Staff: City Manager John W. Donlevy Jr., City Attorney Sigrid Asmundson, Contract Planner Dave Dowswell, City Clerk Tracy Jensen

Lisa Baker 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. 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: Karen May, 100 Caselli Ct., asked for the Winters Senior Foundation to be included on a future City Council agenda ASAP to discuss the Winters Senior Citizen Commission on Aging. The Winters Senior Citizen Commission will be an advisory committee, with appointments made by the City Council. The seniors in the community feel they really need to have this in place.

Bob Johnson, 950 Potter St., the President of the Winters Senior Club, said he became involved in the process that began last spring as a member of the subcommittee that Sheila Allen chaired. This is the opportunity to move to the

next step by forming a commission. The Winters Senior Club is merging with the Winters Senior Foundation and the seniors are excited about where the senior population is going in Winters. The Winters Senior Citizen Commission is their first goal and would include 5-7 board members. A petition is being circulated and he encouraged Council to give it their consideration as an agenda item in the near future. They would like to see the commission in place at the groundbreaking of the new Senior Center and Senior Apartments.

Tina Lowden, 320 Niemann St., said the demographics included in Sheila Allen's Senior Program Project were eye opening. Of the total population of Winters, 4,600 are over 50 years of age. Whatever name is decided for the commission, it will add to our community. Winters is the center of the Universe and Winters will be our last home.

Marianne Boyer, 1102 Malaga Ln., said she was on board for the creation of a senior citizen commission, the importance of which is self-evident. Council needs to hear the voices of the senior population. She pointed out bad sidewalks or no sidewalks and the need for a small bus system for all citizens, but especially for seniors. Neighboring cities have commissions, Winters should have one too. The senior's votes need to be heard.

Joe Tramontana, 208 Main St., said he agreed with all of the previous speakers. He said he had misgivings about the 30-minute parking areas, but it's wonderful! He can now drive downtown find at least one open parking space to park in.

Marlene Bell, Road 92F, Vice-President of the Winters Senior Foundation, thanked Council for their work on behalf of the City and the community. She said she's proud of the leadership of both senior clubs, working together to combine their efforts, which have resulted in the first draft of the proposal. The Senior Program Project completed by Sheila Allen made certain recommendations, with the number one goal being to establish a Commission on Aging as Winters is the only City within Yolo County that doesn't have one. Seniors make up 60% of the Winters population with needs to be met and improvements to be made. Seniors could also be helpful prior to and during the Senior Center construction. The Council has an obligation to represent all age groups and the seniors are anxious to work with Council to establish the commission.

#### CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 5, 2019
- B. 83<sup>rd</sup> Annual Youth Day Application for Parade Permit, Street Closure Request, Amplified Sound Permit, and Request for the Annual Donation to the Youth Day Committee
- C. Housing Element Annual Progress Report

- D. Street Closure Request and Amplified Sound Permit for the Monthly Car Show Sponsored by The Buckhorn Steakhouse
- E. Resolution 2019-07, a Resolution of the City Council of the City of Winters Amending the 2017-2018 Salary Schedule
- F. Proclamation to Recognize the Importance of the 2020 U.S. Census and Support the "Be Counted California" Campaign

Council Members Anderson, Cowan, Neu, and Mayor Biasi all requested to recuse themselves from Item B due to a possible conflict of interest, but in order to maintain a quorum, it was determined that Council Members Anderson and Neu would vote and Council Member Cowan and Mayor Biasi would not vote based on a process of choosing the number closest to a number suggested by City Attorney Asmundson.

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

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

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

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

### PRESENTATIONS

Potential Mural Project on City owned property, the Rodgers Building (201 First Street) – a collaboration of the Winters Participation Gallery and Winters JUSD

Economic Development/Housing Manager Dan Maguire gave an overview and introduced Christopher Mosqueda, a WHS senior who hopes to work on the mural project as his capstone project. While participating in the painting of the mural at Lorenzo's Market, he learned a lot about the history of Winters from Gloria Lopez, Woody Fridae, and Tom Crisp. He also learned about under painting, painting by grids, the importance of teamwork by creating what the community wanted. He finished by saying a small city can surprise you with big things.

Kate Humphrey, the art teacher at WHS, said she supports the visual arts for young people, who often find their voice in drawing or painting and find a place to shine. While working on these mural projects, students are learning how to visualize, compromise, work together and learn about the town they live in. Students can be a part of the history, not just a witness to it.

Valerie Whitworth, a member of the Participation Gallery board, said art also improves the economy. Plein Air artists will be in town tomorrow and will likely have lunch here, which is a very important thing to think about when developing the economy. A mural trail series would give people more things to do. Interactive art grounds people. She would like to see the project continued and asked Council for their support and a building to paint.

Liz Coman said the John Rodgers building is like a canvas. She envisions painting one of the walls this summer, moving around the corner to the Winters History Museum, and wrap all the way around the building with a continuous mural. The history of the building itself provides a lot of fodder for the murals. It once housed workers who helped build Monticello Dam, and has also been used as the courthouse, the library, and home of the Winters Express.

Council Member Neu said it sounds like a good project and he's eager to see the project come to fruition. Council Member Cowan said he attended the mural dedication at Lorenzo's and was impressed with the kids who participated and spoke about their positive experience. One student wasn't even an art student but wanted to do something! He said he was extremely proud of the nice job the students did and he supports this project. Mayor Biasi echoed Council Member Cowan's comments and added that the time the students put into the project, learning about the history of Winters through other people, he urged them to continue on the path they're on and said he was anxious to see what they bring to town.

Women of Persistence by the Women's Caucus and the State  
Assembly in Honor of Women's History Month

Council Member Loren said for the second year, the Women's Caucus of the League of California Cities has honored women who have shaped their local communities through their tireless commitment. Last year we honored Gwen Pisani, who continues to serve the Winters community. Tonight, we honor Lisa A. Baker, the Chief Executive Officer of Yolo Housing Authority for her tireless efforts to help families and at-risk individuals find housing and resources. She is a tireless advocate for housing, a great collaborator, and serves on numerous task forces. Council Member Loren then presented Lisa with flowers and the award from the League of California Cities. Lisa also received a certificate from Supervisor Saylor's office, and a plaque from Assembly Member Aguiar-Curry

and Senator Bill Dodd's office. Surprisingly, Lisa was speechless! Mayor Biasi then adjourned the meeting at 7:20 p.m. for a brief reception. Mayor Biasi reconvened the meeting at 7:33 p.m.

### DISCUSSION ITEMS

1. Public Hearing, Introduction and Waive the First Reading of Ordinance 2019-01, an Ordinance of the City Council of the City of Winters to Consider the Request for Re-zoning to Add Planned Development (PD) Overlay Zone to the Property Located at 416-418 Second Street, APN 003-146-018

Council Member Anderson recused himself due to a possible conflict of interest and excused himself from the remainder of the meeting.

Contract Planner Dave Dowswell gave an overview and confirmed the passage of this ordinance would allow these houses to be sold individually instead of together. He added they might even qualify as affordable housing as they are small dwellings with a lower price.

Mayor Biasi opened the public hearing at 7:39 p.m. and closed the public hearing at 7:39 p.m.

Council Member Cowan said this was the right thing to do and doesn't have a problem with it. The downtown has a wide variety of sizes of property and it would be appropriate to sell as two separate houses. We should do more of these kinds of things, especially in the core downtown area. Council Member Neu said he couldn't see any reason why it shouldn't be done. This doesn't set a true precedent as no other property is quite the same. Mayor Biasi asked about off street parking and wanted to make sure other people who want to do this knows the rules and why the City requires off street parking for some projects and not for others.

Motion by Council Member Cowan, second by Council Member Neu to introduce Ordinance 2019-01, adding a Planned Development (PD) Overlay Zone to the property located at 416-418 Second Street. Motion carried with the following vote:

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

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

1. None
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CITY MANAGER REPORT: Met with Winters Fire and announced that Brad Lopez had been selected as the Winters Fire Chief and will be a great Fire Chief for Winters Fire. Over the last year, Art Mendoza and Matt Schechla served as interim Fire Chiefs and did an absolutely stellar job. Brad will officially become the Fire Chief on 3/25. Staff will schedule an official swearing-in and tradition will be honored.

The work load is heavy. Staff will work on strategic planning and get back to holding the remaining workshops. Staff will also get through the draft report from the EDAC, which covers a litany of critical issues. It is important to involve the Planning Commission during this process. The latest parking report: signage is up, and officers will begin chalking tires over the next two weeks.

During the Fire Chief announcement, sometimes informal introductions can be casual. Someone was not happy about how folks were introduced last night. Staff will make sure we are more thorough in the future. In the rush to get to a certain point in time, things were overlooked. Staff assured Council it would not happen again.

INFORMATION ONLY

1. December 2018 Investment Report
2. December 2018 Treasurer Report
3. January 2019 Investment Report
4. January 2019 Treasurer Report

ADJOURNMENT: Mayor Biasi adjourned the meeting at 7:50 p.m.

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Bill Biasi, MAYOR

ATTEST:

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Tracy S. Jensen, City Clerk



A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
PROCLAIMING NATIONAL LIBRARY WEEK,  
APRIL 7-13, 2019

**WHEREAS**, Yolo County Library embraces the City of Winters' mission to enhance the quality of life in Winters, by fostering partnerships with Winters Joint Unified School District, R.I.S.E. and Winters Friends of the Library;

**WHEREAS**, Yolo County Library offers programs for all ages including Success - Children Homework Help, Hora de Cuentos bilingual story time, Walk N' Talk Teen Book Club, and Needle Arts; by responding to residents' interests through programs focused on technology, literacy, health, and wellness; by providing free meeting spaces for local nonprofit organizations; and by making the Winters Community Library a ballot drop-off site and voting location for residents;

**WHEREAS**, for more than 100 years Yolo County Library has provided access for all to ideas that inform, entertain and inspire;

**WHEREAS**, the Yolo County Library Advisory Board adopted an "Everyone is Welcome at the Library" resolution recognizing, valuing, and affirming that our rich diversity contributes to the excellence of Yolo County and enhances the quality of community life;

**WHEREAS**, Yolo County Library has done progressive work to support diverse communities in the City of Winters and throughout Yolo County, including people of color, immigrants and people with disabilities, providing equitable access to information, services and resources that open minds and promote inclusion and diversity;

**WHEREAS**, at the Winters Community Library, staff offers basic literacy programs, computers, free Wi-Fi and other resources to help children and adults learn to find, evaluate and use information to make educated decisions related to their jobs, health, education and other needs;

**WHEREAS**, the Winters Community Library staff offer story times in English and Spanish as well as summer reading programs to encourage children to begin and continue reading to enhance their personal and professional lives;

**WHEREAS**, in 2018, residents engaged with Yolo County Library over two million times by visiting local libraries and its web site; attending free programs; and borrowing books, DVDs, audiobooks, e-books, early learning kits, and items written in several languages;

NOW, THEREFORE, BE IT RESOLVED the City of Winters City Council proclaims National Library Week, April 7-13, 2019 and encourages all residents to visit the Winters Community Library to explore what's new and to engage with friendly and knowledgeable library staff.

PASSED AND ADOPTED this 2<sup>nd</sup> day of April, 2019.

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

\_\_\_\_\_  
Mayor Pro Tem Wade Cowan

\_\_\_\_\_  
Councilmember Harold Anderson

\_\_\_\_\_  
Councilmember Jesse Loren

\_\_\_\_\_  
Councilmember Pierre Neu

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

\_\_\_\_\_  
ATTEST: City Clerk Tracy S. Jensen



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** April 2, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer/Dan Maguire, Economic Development & Housing Manager  
**SUBJECT:** Public Improvement Agreement for Blue Mountain Terrace

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**RECOMMENDATION:**

That City Council approve the Public Improvement Agreement and authorize the Mayor to execute the Public Improvement Agreement for Blue Mountain Terrace.

**BACKGROUND:**

On November 25, 2014, the Planning Commission reviewed and approved the Domus Senior Housing Project, CUP/DR 2014-04, which includes a Community Center on the NE corner of Baker and East. The housing project title is Blue Mountain Terrace. Over the past few years, the City and Domus have been working on financing for the affordable housing project.

Cunningham Engineering has prepared the Improvement Plans, for frontage improvements along East and Baker, which have been reviewed by the City Engineer. Final approved plans should be available in early April.

**DISCUSSION:**

The approved Conditions of Approval require the Applicant to enter into a Public Improvement Agreement in order to construct the required public improvements along East Street and Baker Street. The attached Public Improvement Agreement has been prepared for the Blue Mountain Terrace Project. Approval will allow the public improvements associated with the project to be constructed.

The project includes re-paving, diagonal parking, a water and sewer service, and landscaping.

The primary access to the project site is via two driveways along East Baker Street. Sanitary sewer service is provided by construction of a new sewer service extended from East Baker

Street. Water service is provided by the construction of a new domestic and fire water service extended from East Street. Storm drainage will be conveyed through a water-quality bio-retention channel in the frontage landscaping along East Baker.

The Public Improvement Agreement requires bonds to assure construction of the public improvements, and stipulates the work shall be completed within one year of notice to proceed.

**ALTERNATIVES:** None recommended by staff.

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

Attachments: Public Improvement Agreement

Recording Requested by  
and when Recorded, return to:

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

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GOVERNMENT CODE §§6103, 27383

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## **PUBLIC IMPROVEMENT AND MAINTENANCE AGREEMENT**

This Public Improvement and Maintenance Agreement (“AGREEMENT”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“EFFECTIVE DATE”) by and between the CITY OF WINTERS, a municipal corporation, hereinafter called (“CITY”) and Blue Mountain Terrace Associates, L.P., a California limited partnership, hereinafter called (“DEVELOPER”). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the “PARTIES” and singularly as “PARTY.”

### **RECITALS**

WHEREAS, DEVELOPER is the owner of certain property located within the CITY, and is developing the property with the Blue Mountain Terrace Senior Housing Apartment Project and Community Building (“PROJECT”); and

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

WHEREAS, the public improvements for the PROJECT include, but are not limited to the following: streets, sidewalks, sewer, water, curbs, gutters, storm drainage facilities,

and other public utility facilities. The foregoing public improvements are more particularly described in paragraph 3 of this AGREEMENT, and are hereinafter referred to as “the required public improvements;” and

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

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

### AGREEMENT

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

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

2. **Inspection Fees:** The DEVELOPER has deposited fees for plans check and inspection of the required public improvements. The fee balance will be monitored, and additional fees may be required.

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

3. **Construction of Improvements:**

a. Except as otherwise provided below, DEVELOPER agrees to furnish, construct and install at DEVELOPER's sole cost and expense all the required public improvements as shown and approved on the improvement plans prepared by Cunningham Engineer Corp., dated April 2, 2019 ("IMPROVEMENT PLANS"), a copy of which are on file in the office of the City Engineer, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer, or by the Developer (which are approved by City.) The IMPROVEMENT PLANS may be modified by the DEVELOPER as construction progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required public improvements is Five-Hundred-Forty-Four-Thousand Dollars (\$544,000).

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

4. **Conformance with Improvements Plans:**

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

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

5. **Fulfillment of Conditions:** DEVELOPER shall fulfill all conditions of approval imposed by CITY's Planning Commission on November 25, 2014 and incorporated herein by this reference, in accordance with CITY ordinances, and state law.

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

7. **Inspection and Access to Work**

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

equipment and tools, construct acceptable work, and to provide adequate safety precautions, in conformance with this AGREEMENT.

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

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

d. The City Engineer and its representatives shall at all times have access to the work wherever it is in preparation or progress, and the DEVELOPER shall provide safe and convenient facilities for such access and for inspection. If this AGREEMENT, the CITY's

improvement standards, the City Engineer's instructions, or the laws, ordinances, of any applicable public authority require any material, equipment or work to be specifically tested or approved, the DEVELOPER shall give the City Engineer timely notice of its readiness for such inspection, and if the inspection is by an authority other than the CITY, notice shall be given of the time fixed for such inspection. Inspections by the City Engineer will be made promptly and, where practicable, at the source of supply.

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

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

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

8. **Timeliness and Extension:**

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

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

c. In the event the CITY extends the time of commencement and/or completion of the work to be done under this AGREEMENT, such extension shall in no way release any guarantee or security given by the DEVELOPER pursuant to this AGREEMENT, or relieve or release those providing an improvement security pursuant to this AGREEMENT. Those individuals or entities providing improvement security for the PROJECT as specified in Paragraph 9 below shall be deemed to have expressly agreed to any such extension of time. Any such extension may be granted without notice to those entities or individuals providing improvement security to the DEVELOPER.

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

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

a. Improvement securities in the sum of Five-Hundred-Forty-Four-Thousand Dollars (\$544,000), for Performance, which is equal to 100% of the estimated cost to construct the public improvements within the CITY rights of way; and

b. Improvement securities in the sum of Two-Hundred-Seventy-Two-Thousand Dollars (\$272,000) for Payment/Materials, which is equal to 50% of the estimated cost to construct the public improvements within the CITY rights of way

c. The type and form of the improvements security shall be in conformance with Chapter 5 of the Subdivision Map Act (Government Code section 66499.10) and shall be subject to the approval of the City Manager and City Attorney. No change, alteration, or addition to the terms of this Agreement or the improvement plans accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement, except as otherwise provided by the Subdivision Map Act. Security may be an instrument of credit or similar security from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, and said security document shall be subject to approval of

the City.

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

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

b. Security securing the payment to contractor, his subcontractors and to persons furnishing labor, materials or equipment may, six (6) months after performance of the act and the completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which the action has been filed and notice thereof given in writing to the City Council, and if no such actions have been filed the security may be released in full.

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

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

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

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

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

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

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

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

An additional insured endorsement to the DEVELOPER's liability insurance policies shall name the CITY, its elective and appointive boards, commissions, officers, agents, and employees, as additional insured, and provide that such insurance is primary insurance with respect to the interest of the CITY and that of any other insurance maintained by the CITY.

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

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

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

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

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

the City Engineer.

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

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

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

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

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

**22. Prevailing Wages:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER: Blue Mountain Terrace Associates, L.P  
C/o Newport Partners  
9 Cushing Road  
Irvine, CA 92618  
Tele: 949/923-7800

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

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

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

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

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

32. **Time For Payment of Fees:**  
a. If DEVELOPER owes CITY money as reimbursement of costs related to processing application to date, said reimbursement shall be paid prior to the EFFECTIVE DATE

of this AGREEMENT.

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

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

d. City Development Impact Fees: City of Winters Development Impact Fees in effect at the time of issuance of building permits shall be paid prior to issuance of certificates of occupancy unless otherwise stated in this requirement. Currently those fees are Water Fee, Wastewater Fee, Public Safety Fee, Fire Fee, Parks and Recreation Fee, General Facilities Fee, and Project Monitoring Fee.

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

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, or the City Engineer and Fire Chief have provided their written approval.

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

**DEVELOPER:** Blue Mountain Terrace Associates, L.P., a California limited partnership

**BY:** Domus GP LLC, a California limited liability company

**BY:** Domus Development, LLC, a California limited liability company, a member

**BY:** MNJ Development, LLC, a California limited liability company, a member

**BY:** Newport Partners, LLC, a California limited liability company, its sole member

**BY:** \_\_\_\_\_  
**Monique Hastings, Manager**

**CITY OF WINTERS:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** April 2, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Tracy Jensen, Records Manager and City Clerk  
**SUBJECT:** Approval of Amplified Sound Permit Application

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**RECOMMENDATION:**

Approve the Amplified Sound Permit Application submitted by Janet Anderson, representing the Winters Preschool Directors Association to celebrate the Week of the Young Child.

**BACKGROUND:**

The Winters Preschool Directors Association has planned a family event at City Park on Wednesday, April 10<sup>th</sup> to celebrate the Week of the Young Child that includes a family concert from 5-7pm, with music provided by Jump for Joy Music. This event will include different trucks, tractors and cars for young children to explore, music and fun. Food will also be available for purchase.

Per the City's Noise Ordinance, the amplified sound permit requires Council approval on the attached form.

**FISCAL IMPACT:**

None

Due by 5-12-19

CITY OF WINTERS

AMPLIFIED SOUND PERMIT APPLICATION

Date of Application: 2-28-19 To City Council: \_\_\_\_\_

Name of Person(s)/ Organization: Winters Preschool Directors Association Contact: Janet Anderson  
Business Address: 418 Haven St. Telephone: 530-304-8248  
Winters CA 95194  
Telephone: 795-0123

Type of Event: A family event for families with young children.  
View trucks & tractors, Family Concert, Foodtrucks  
Purpose of Event: (ie; fundraiser, parade, festival, etc.): family fun  
Date/Time of Event: 4-10-19 5-7 PM From: 5 PM To: 7 PM  
Location/Address of Event: 4th St. between Main & Abbey St.  
& Amphitheater of the park

Rated Output of Amplifier in Watts: \_\_\_\_\_ Number of Speakers: \_\_\_\_\_

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

Signature: Janet Anderson

For City Use Only

Proof of Insurance:  N/A (Not City Property)  Yes  No  
Rental Fee Paid:  N/A (Not City Property)  Yes  No  
Police Department:  Approved  Denied Date: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
City Council:  Approved  Denied Date: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council members  
**DATE:** April 2, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Authorization of Mural Project at City-Owned Property at 201 First Street

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**RECOMMENDATIONS:**

Authorize the City Manager and his designees to work with the Winters Participation Gallery (“WPG”) and the Winters Joint Unified School District (“WJUSD”) to proceed with the mural project on the City-owned property at 201 First Street (aka the Rodgers Building).

**BACKGROUND:**

At the March 19, 2019 City Council meeting, City Council received a presentation on the proposed art collaboration, which is similar in many regards to the previous mural project at Town and Country Market. This project will be funded primarily by a grant from the Buck Foundation.

City Staff will work with the project proponents WPG and WJUSD to ensure the project is executed in accordance with the City’s insurance requirements.

**FISCAL IMPACTS:**

None by this action

**ATTACHMENTS:**

Mural Project Course Description

# **Winters Participation Gallery Mural Project**

## **Course Description**

Winters, California has a rich history that continues to grow and change with the influence of diverse people from varied backgrounds. The Winters Mural Project seeks to beautify and inform the community of Winters so that current and future generations will gain a sense of their place within the continuum of history. The murals will be conceived, designed and executed by young community members under the guidance of a professional muralist. Students will learn to research, design, illustrate, collaborate, revise and refine their ideas through the completion of large scale artworks that will energize public spaces and spark conversations for years to come. We also wish to provide summer jobs and instructional opportunities for an underserved population.

### **Week 1: Research and Design June 19 -21**

- Meet with client to establish expectations
- Introduction to local history via archives and primary sources at the Yolo County Archive
- Students will photograph artifacts and items from the Winters History Museum
- Discussion of murals, symbols and communities.
- Early sketching and design activities
- Weekly progress will be documented and recorded for inclusion in a video

### **Week 2: Design Process Continues--Mural design is composed June 25-28**

- Team building activities and design activities
- Primary source presentations continue as needed for inspiration and to keep focus
- Students sketch local sites
- Students use their photographs and Google Slides to compose a variety of design ideas
- Individual ideas are processed through the group to find similarities and differences
- Themes are assessed and ideas are shaped into a cohesive design
- Weekly progress will be documented and recorded for inclusion in a video
- Refinements to overall design are found through group discussion
- A scale black and white drawing is completed

### **Week of July 1-5 (students off- except as needed/available)**

#### **:Completion of Black and White Mural Design**

- Refinements to overall design are confirmed with client and executed by available students.
- Scale black and white drawing is updated and prepared for use in gridding the mural on site

## **Week 3 (July 9-12): Outline and Underpainting begins**

- Application of drawing to surface begins using charcoal
- Drawing is solidified using sepia tone acrylic paint
- Painters work to fill in large areas of the underpainting in sepia tone
- Weekly progress will be documented and recorded for inclusion in a video

## **Week 4 (July 16-19): painting continues**

- Painters work to fill in large areas of the underpainting in sepia tone
- Weekly progress will be documented and recorded for inclusion in a video

## **Week 5 (July 23-26): Color application and final details**

- Underpainting is completed
- Color glazes are added to large areas
- Small areas, details and textures are applied, refined and completed
- Students reflect on the process in writing
- Ceremonial unveiling event includes community and family members
- Weekly progress will be documented and recorded for inclusion in a video

## **Course Outcomes**

- Students will gain a comprehensive overview of the community mural-making process.

## **Participants:**

- gain an in-depth look at design challenges that arise in the community mural process
- receive step-by-step instruction about mural making techniques, including wall preparation, design enlargement, paint application, the cloth method, and sealing the completed project
- gain experience with materials required for best results-from primers and paints to brushes and sealers
- have an opportunity to acquire hands-on skills and exhibit original work
- have an opportunity to work on a large-scale public mural project with experienced mural painter
- learn the History of Winters, California and its people through primary sources and archival information

## **Citations:**

<https://www.muralarts.org/artist-resources/mural-training-program/>



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** April 2, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Alan Mitchell, City Engineer/John Miller, Chief of Police  
**SUBJECT:** Caltrans Engineering and Traffic Survey's on Yolo 128 (Grant Avenue)

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**RECOMMENDATION:**

That City Council adopt Resolution No. 2019-08, to accept on behalf of the City of Winters, the results in the draft Caltrans Engineering and Traffic Survey's on Yolo 128 (Grant Avenue).

**BACKGROUND:**

To support speed zone enforcement by the Winters Police Department for the City's local streets and state highways, the California Vehicle Code requires that each prima facie speed zone established that is variant from standard 25 mph (local streets)/55 mph (highways) be supported by an Engineering and Traffic Study (ETS) and that the local agency support the speed zone by local ordinance. In April 2018, the City Council adopted an ordinance adding Chapter 10.36 to the City of Winters Municipal Code to establish speed zones for the City of Winters local streets, including Railroad Avenue.

The speed zones for Grant Avenue through City limits are set by Caltrans through their independent ETS efforts.

**DISCUSSION:**

On February 21, 2019, the City received a letter of notification that Caltrans completed a draft of the Engineering and Traffic Survey on Yolo 128 (Grant Avenue) from Post Mile 7.69 to Post Mile 9.83 (City Limits). The letter and draft survey results are attached.

The City Engineer and Police Chief have reviewed the draft report, and concur with the findings. Also, CHP reviewed the study and concurs with the findings. The results of the findings are as follows: 40 MPH from Valley Oaks Drive to Taylor Street, 30 MPH from Taylor Street to Dutton Street, 30 MPH from Dutton Street to Morgan Street (previously 40 MPH) and 45 MPH from Morgan Street to the east side of I-505.

Staff requests the City Council review the draft survey and adopt Resolution No. 2019-08, to accept the results. Caltrans will proceed with changing the speed zones along the state highway (Grant Avenue). They will provide a notice package for the CHP and the courts, and notify the CHP commander when they can begin radar enforcement through that area. Caltrans will also forward a hard copy of the final package back to the City of Winters.

The Winters Police Department will continue to assist the Highway Patrol to enforce Grant Avenue speed limits.

**ALTERNATIVES:** None recommended by staff.

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

Attachments: Resolution No. 2019-08  
Caltrans Engineering and Traffic Survey on Yolo 128 (Grant Avenue)

**RESOLUTION NO. 2019 - 08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
ACCEPTING THE RESULTS IN THE DRAFT CALTRANS ENGINEERING  
AND TRAFFIC SURVEY'S ON YOLO 128 (GRANT AVENUE)**

**WHEREAS**, in order to set speed zones along local streets and highways, an Engineering and Traffic Survey (ETS) must be performed; and

**WHEREAS**, the speed zones for State Highway 128 (Grant Avenue) through City limits are set by Caltrans through their independent ETS efforts; and

**WHEREAS**, on February 21, 2019, the City received a letter of notification that Caltrans completed a draft of the ETS on Yolo 128 (Grant Avenue) from Post Mile 7.69 to Post Mile 9.83 (City Limits); and

**WHEREAS**, the City Engineer, Police Chief, and CHP Commander have reviewed the draft report and concur with the results; and

**WHEREAS**, the findings will result in an extension of the 30 MPH speed at both ends of Grant Avenue – from Dutton to E Main (previously 45/40 MPH), and from Taylor to Main (previously 40 MPH); and

**WHEREAS**, adoption of this Resolution will accept on behalf of the City of Winters, the results in the draft Caltrans Engineering and Traffic Survey's on Yolo 128 (Grant Avenue).

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

1. Accept on behalf of the City of Winters, the results in the draft Caltrans Engineering and Traffic Survey's on Yolo 128 (Grant Avenue).

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 2<sup>nd</sup> day of April, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Bill Biasi, MAYOR

**ATTEST:**

---

Tracy Jensen, City Clerk

**DEPARTMENT OF TRANSPORTATION****DISTRICT 3**

703 B STREET  
MARYSVILLE, CA 95901  
PHONE (530) 741-4233  
FAX (530) 741-4245  
TTY 711  
[www.dot.ca.gov/dist3](http://www.dot.ca.gov/dist3)



*Making Conservation  
a California Way of Life.*

February 21, 2019

03-Yol-128  
P.M. 7.69 to 9.83  
Winters  
Speed Zones

John W. Donlevy, Jr  
City Manager  
City of Winters  
318 1st St.  
Winters, CA 95694

Dear Mr. Donlevy,

This letter is notification that the results of the Engineering and Traffic Survey's performed by the Department of Transportation (Caltrans) on Yolo 128 from Post Mile 7.69 to Post Mile 9.83 in and around the City of Winters.

As required by Section 22354.5 of the California Vehicle Code, this letter provides notice that you may choose to conduct a public meeting on your own and forward us any comments you may be presented with. We will then take any input you provide into consideration prior to finalizing the speed zones. The CHP has been consulted and concurs with the findings.

Please check the appropriate statement on page 2, sign, date, and return this letter by **April 22, 2019**. If we have not heard from you by this date, we will conclude a public hearing will not take place and we will proceed with finalizing the change to the existing speed zone. Should the city desire a public meeting you will be provided **60** days from the date of this letter to conduct the meeting and forward any comments you may have collected.

If you have any questions or would like to discuss the information gathered from the Engineering and Traffic Survey, you may contact me at (530) 741-5714.

Sincerely,

DARLENE WULFF, P.E.  
Acting Chief, Traffic Safety Branch

*"Provide a safe, sustainable, integrated and efficient transportation system  
to enhance California's economy and livability"*

With regards to the Engineering & Traffic Survey performed on Vol 128 P.M. 7.69 to P.M. 9.83, the City of Winters or their delegate submits the following response:

\_\_\_\_\_ A public hearing is not necessary.

\_\_\_\_\_ The City of Winters would like to conduct a public hearing for the segment referenced above. If a Public Hearing is held, please forward us a copy of the comments and any official recommendations or concerns no later than 60 days from this notice.

\_\_\_\_\_  
Name & Title of Responding Official

\_\_\_\_\_  
Signature of Responding Official

\_\_\_\_\_  
Date

Return response to:

**California Department of Transportation  
District 3 – Department of Safety  
Marysville, CA 95901  
530.741-5733  
Attention: D’Arcy McLeod**

Or you may submit a scanned signed response via email: [dmcleod@dot.ca.gov](mailto:dmcleod@dot.ca.gov)

**M e m o r a n d u m**

**To:** FERNANDO RIVERA, CHIEF (Acting)  
Traffic Operations

**Date:** January 7, 2019

**File:** 03-Yol-128  
P.M. 7.68 to 8.00  
Winters

**From:** DARLENE WULFF, PE  
Chief (Acting) Traffic Safety Branch

**Signature:** \_\_\_\_\_

**Subject: SPEED ZONE JUSTIFICATION**

This 0.32-mile long 40-mph speed zone traverses mostly residential and agricultural areas. The highway is a two-lane conventional in flat valley terrain.

85th Percentile Speeds - Eastbound: 44-52 mph  
Westbound: 45-52 mph

District Collision Records - There was a total of 7 accidents in the three-year period from January 1, 2015 to December 31, 2017. The actual accident rate is 4.8 ACC/MVM (accidents per million vehicle miles) and the average rate is 1.15 ACC/MVM.

According to State accident records, the primary collision factors were failure to yield, alcohol, following too close, and improper turn that contributed to hit-object, rear-end and broadside types of accidents. There was also a head on accident from wrong way driver.

Conditions Not Readily Apparent to the Driver - None

Summary - Observed 85th Percentile speeds were 4 to 12 mph higher than the existing speed limit. State accident records show that the actual accident rate is 4.17 times the average accident rate.

This section of highway is between a 55-mph speed zone and a 30-mph speed zone acting as a transition zone for inbound and outbound traffic.

Based on this data and the above stated engineering judgment, the existing 40-mph speed limit is appropriate and will be retained.

**M e m o r a n d u m**

**To:** FERNANDO RIVERA, CHIEF (Acting)  
Traffic Operations

**Date:** January 7, 2019

**File:** 03-Yol-128  
P.M. 8.00 to 9.21  
Winters

**From:** DARLENE WULFF, PE  
Chief (Acting) Traffic Safety Branch

**Signature:** \_\_\_\_\_

**Subject: SPEED ZONE JUSTIFICATION**

This 1.21-mile long speed zone traverses mostly residential and agricultural areas and is currently 40 mph from pm 8.00 – 8.12 and pm 8.90 – 9.21, and 30 mph from pm 8.12 – 8.90. The highway is a two-lane conventional in flat valley terrain.

85th Percentile Speeds - Eastbound: Speed influenced by signal light timing and roundabout  
Westbound: Speed influenced by signal light timing and roundabout

District Collision Records - There was a total of 15 accidents in the three-year period from January 1, 2015 to December 31, 2017. The actual accident rate is 1.19 ACC/MVM (accidents per million vehicle miles) and the average rate is 1.88 ACC/MVM.  
  
According to State accident records, the primary collision factors were failure to yield, alcohol, following too close, and improper turn that contributed to hit-object, rear-end and broadside types of accidents. There was also a head on accident from wrong way driver.

Conditions Not Readily Apparent to the Driver - None

Summary -

Observed 85th Percentile speeds between pm 8.4 – 8.66 were 0 to 5 mph higher than the existing speed limit. The Observed 85<sup>th</sup> Percentile speeds were not established between pm 8.0-8.4 and pm 8.66 – 9.2 as free flow conditions could not be determined due to the signal timing and roundabout influencing traffic.

Therefore, the limits have been established to account for vehicles approaching and departing the zone and in accordance of the signal timing speed and roundabout. State accident records show that the actual accident rate is 0.63 times the average accident rate.

Based on this data and the above stated engineering judgment, the 30-mph speed limit is appropriate.

**M e m o r a n d u m**

**To:** FERNANDO RIVERA, CHIEF (Acting)  
Traffic Operations

**Date:** January 7, 2019

**File:** 03-Yol-128  
P.M.9.21 to 9.83  
Winters

**From:** DARLENE WULFF, PE  
Chief (Acting) Traffic Safety Branch

**Signature:** \_\_\_\_\_

**Subject: SPEED ZONE JUSTIFICATION**

This 0.62-mile long 45-mph speed zone traverses mostly farmland area. The highway is a two-lane conventional in flat valley terrain.

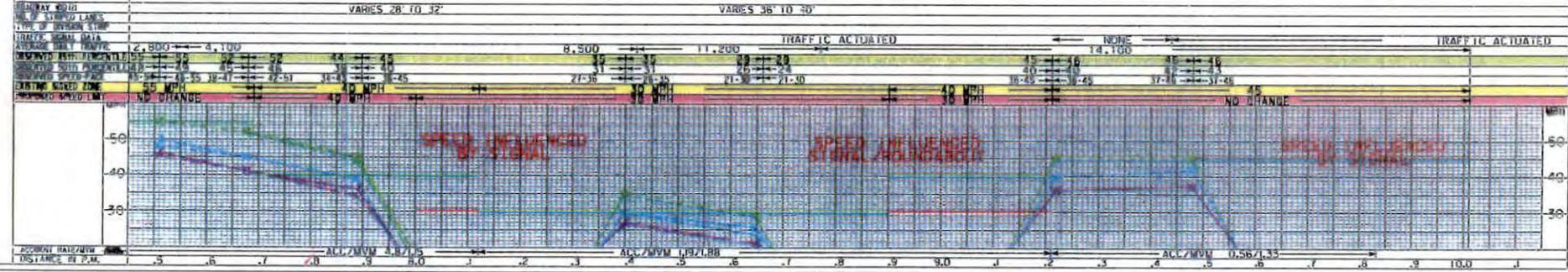
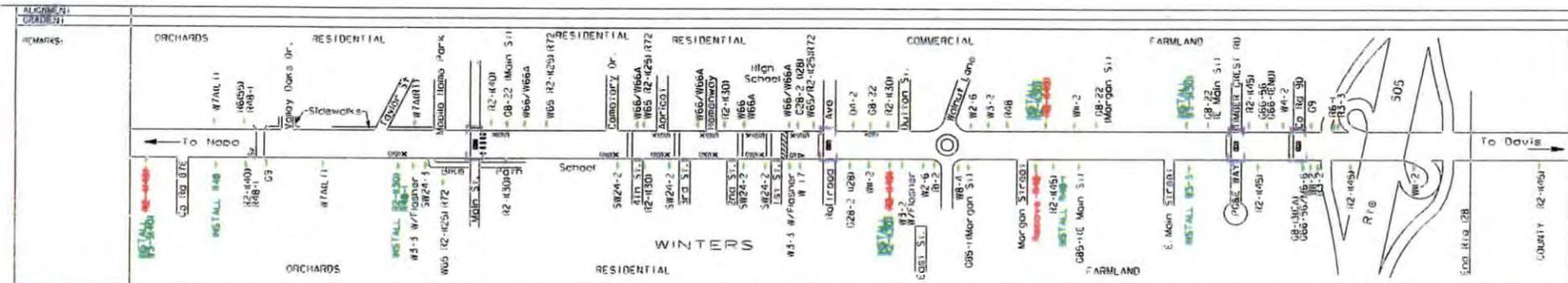
85th Percentile Speeds - Northbound: 45-46 mph  
Southbound: 46-46 mph

District Collision Records - There were a total of 5 accidents in the three-year period from January 1, 2015 to December 31, 2017. The actual accident rate is 0.56 ACC/MVM (accidents per million vehicle miles) and the average rate is 1.33 ACC/MVM.

According to State accident records, the primary collision factors were failure to yield, speeding and improper turning that contributed to sideswipe, rear-end and broadside types of accidents.

Conditions Not Readily Apparent to the Driver - Summary - None  
Observed 85th Percentile speeds were equal to existing speed limit. State accident records show that the actual accident rate is 0.42 times the average accident rate.

Based on this data and the above stated engineering judgment, the existing 45-mph speed limit is appropriate and will be retained.



STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 (TRAFFIC SIGNS)

**SPEED ZONE SURVEY**

DIST. 03 CO. VOL. RTE. 128 SEC.  
 CITY OR TOWN: **Winters**  
 STREET OR ROAD:  
 FROM: **PM 7:59** TO: **PM 9:53**

SCALE:  
 DATE EMPLOYED: **10/28/88**

The undersigned hereby certifies that the foregoing is a full, true and correct copy of the actual instrument.

**DRAFT**

**Legend**

- ROAD SIGNS: REGULATION & BARRING
- TRAFFIC SIGNALS
- OBSERVED 85TH SPEED
- 50TH PERCENTILE SPEED
- LOWER LIMIT OF PACE
- SPEED ZONES: INDICATING ZONES, REG. PROPOSED ZONES
- INDICATE: HOSPITALS, PUBLIC BUILDINGS, AUDITORIUMS, PUBLIC PARKS, SCHOOLS



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and Councilmembers  
**DATE:** April 2, 2019  
**FROM:** David Dowswell, Contract Planner   
**THROUGH:** John Donlevy, Jr., City Manager   
**SUBJECT:** Second Reading and Adoption of Ordinance 2019-01 – Adding Planned Development (PD) Overlay to 416-418 Second Street APN 003-146-018. Project applicant: Polly Sanders

---

**RECOMMENDATION:**

Staff recommends that the City Council take the following actions:

- 1) Find the proposed project Categorical Exempt from CEQA, Section 15305 (Minor Alterations in Land Use Limitations); and
- 2) Receive the staff report, have the second reading, and adopt Ordinance No. 2019-01 adding a Planned Development (PD) Overlay Zone to the property located at 416-418 Second Street.

**BACKGROUND:**

On February 26, 2019, at a noticed public hearing, the Planning Commission considered an application from Polly Sanders to subdivide the property at 416-418 Second Street into two parcels and to add a Planned Development (PD) Overlay Zone allowing the creation of two substandard lots with reduced front, side and rear yard setbacks. The Commission also conditionally approved a parcel map to subdivide the property into two parcels. The Commission voted unanimously to recommend Council approval of the request to rezone the property by adding a PD Overlay Zone. The Commission was in support of the applicant's request because allowing the property to be subdivided into substandard lots by adding the overlay would permit each home to be sold separately and due to their size they would be affordable.

On March 19, 2019 the Winters City Council conducted the public hearing and introduced Ordinance 2019-01, scheduling the adoption for April 2, 2019.

**PROJECT DESCRIPTION:**

The applicants are requesting approval to overlay the property at 416-418 Second Street with a Planned Development (PD) Overlay Zone and obtain a Planned Development Permit.

**ANALYSIS:**

Adding a PD Overlay Zone to 416-418 Second Street is necessary to allow the existing single family homes to be sold separately by allowing the property to be subdivided into two parcels, which will modify the following zoning standards:

- Minimum lot size for Parcel 1 is less than 3,500 square feet, and
- Minimum lot depth of Parcel 1 of 60 feet, and
- Minimum rear yard setback of 25 feet for Parcels 1 and 2, and
- Minimum secondary frontage setback of 15 feet for Parcel 1, and
- Minimum front setback of 20 feet for Parcel 2, and
- Minimum side yard setback of 5 feet for Parcel 2.

**ENVIRONMENTAL ASSESSMENT:**

Staff has concluded that the Categorical Exemption provided in Section 15305 of the CEQA Guidelines (Minor Alterations in Land Use Limitations) is most applicable to the subject project.

**RECOMMENDED FINDINGS FOR THE PD OVERLAY**

Findings:

- A. Adding a PD Overlay Zone to the development at 416-418 Second Street is consistent with the General Plan Policy II.A.5 and Program II.6 to allow for the development of duplexes (two houses) on corner lots within the single-family zoning (R-1 and R-2) zones.
- B. The conversion of the two homes from rental to for sale complies with the basic standards of the R-1 zone and is consistent with Section 17.52.020 of the Zoning Ordinance to allow market rate and affordable duplexes (two houses) on corner lots.
- C. The proposed development is desirable to the public comfort and convenience because it will provide an alternate style of for sale housing at a more affordable rate.
- D. The requested development of converting two rental homes to for sale homes will not adversely impact the character of the neighborhood nor will it be detrimental to the public health, safety or general welfare.

- E. There are adequate utilities, access roads, sanitation and other needed facilities and services available for this development as it is located within the existing urban core.
- F. The development will create a positive fiscal impact for the city by providing for sale housing which will result in additional property taxes.

**RECOMMENDATION:**

Staff recommends the City Council have the second reading adopting Ordinance 2019-01, adding a Planned Development (PD) Overlay zoning by making an affirmative motion as follows:

**MOVE THAT THE CITY OF WINTERS CITY COUNCIL ADOPT ORDINANCE 2019-01 ADDING A PD OVERLAY TO THE EXISTING TWO HOMELOT LOCATED AT 416-418 SECOND STREET BASED ON THE FINDINGS FOR PROPOSED PLANNED DEVELOPMENT (PD) OVERLAY ORDINANCE BELOW AND TAKE THE FOLLOWING ACTIONS:**

1. Find the project Categorical Exempt from CEQA, Section 15305 (Minor Alterations in Land Use Limitations); and
2. Find the project is consistent with the goals and policies of the General Plan. The General Plan designates the project site as Low Density Residential (LR) and this designation provides for residential uses such as single-family dwellings, and two-family or duplex dwellings.
3. The project is consistent with the provisions of the Zoning Ordinance. The property is zoned Single-Family Residential (R-1) and this zone provides for residential use.

**ATTACHMENTS:**

- A. Ordinance 2019-01

CITY COUNCIL

ORDINANCE NO. 2019 - 01

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS  
REZONING 416-418 SECOND STREET (APN 003-146-018) BY ADDING A PLANNED  
DEVELOPMENT (PD) OVERLAY ZONE TO THE EXISTING SINGLE FAMILY RESIDENTIAL  
(R-1) ZONING**

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 rezone 416-418 Second Street by adding a PD Overlay to the existing R-1 Zoning, subject to the criteria in the Planned Development Permit, "Exhibit A".

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 is hereby rezoned 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 19th day of March, 2019 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the 2nd day of April, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

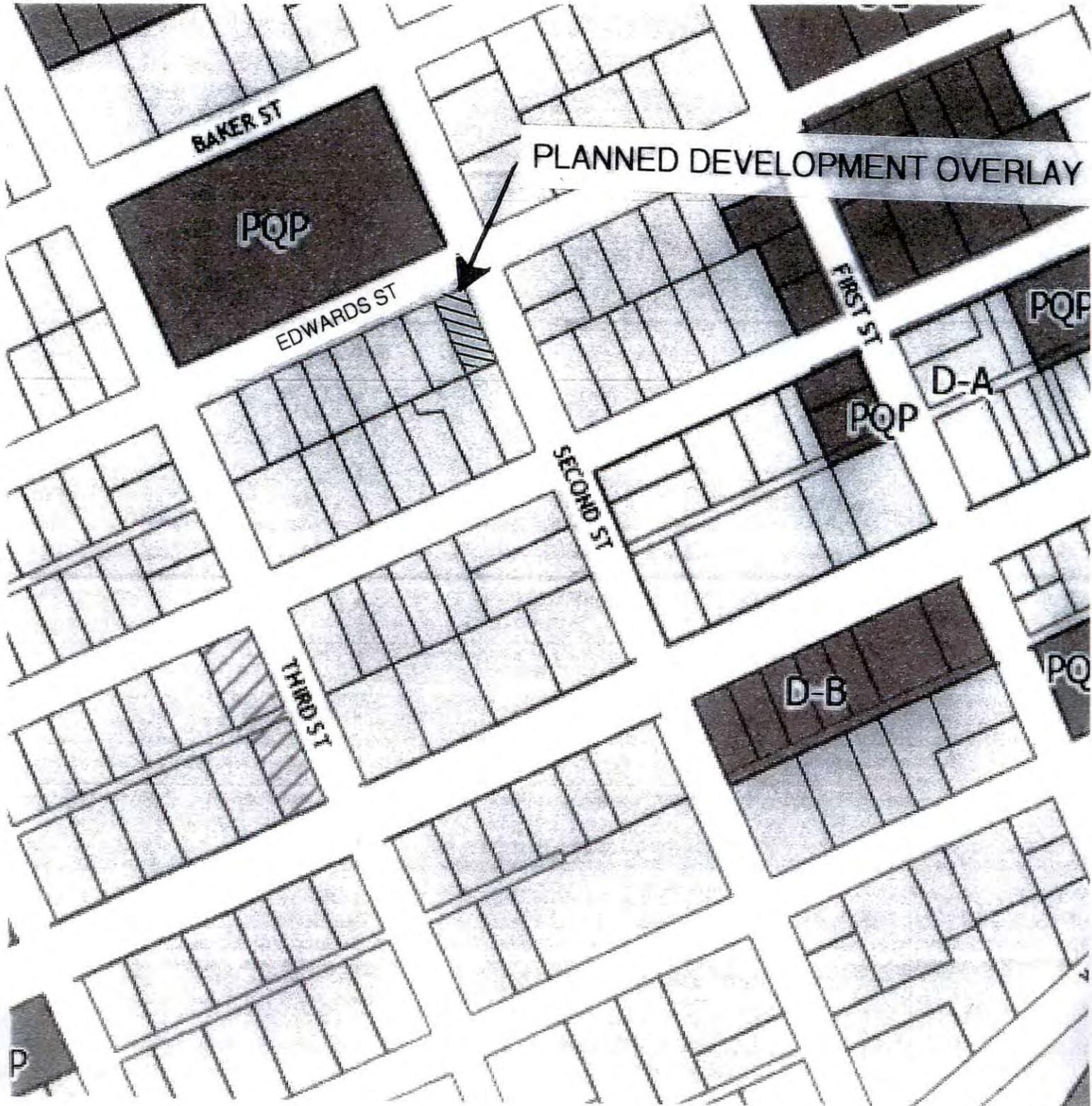
ATTEST:

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

EXHIBIT A

ORDINANCE 2019-01

Planned Development Overlay 416-418 Second Street





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** April 2, 2019  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Establishing a Seniors Advisory Committee on Aging

---

**RECOMMENDATION:**

That the City Council consider the proposal submitted by the Winters Senior Foundation's Steering Committee to begin the formation of an advisory committee on Aging.

**BACKGROUND:**

The vitality of any community can be measured by the level of engagement of its citizens. The senior community of Winters has a larger than usual population of seniors with the over-55 age group representing approximately 20.1% of all of its citizenry. Through the establishment of an advisory board on Aging, senior citizens can engage the City in a more formal manner, working to shape and enhance the quality of services that make Winters an attractive community to live in.

If adopted, the Winters Senior Advisory Committee on Aging could consist of seven (7) members, and two (2) alternates. Voting members shall be citizens of the City and the greater community of Winters and/or Yolo County. All voting members of the Commission would be appointed by the City Council. Members of the Commission would likewise be representative of the diversity of Winters, by race and by gender.

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

Proposal from the Winters Senior Foundation

March 10, 2019

To: Ethan Walsh, Chief Council  
City of Winters

From: Winters Senior Citizens Commission Steering Committee  
Karen May – Winters Senior Foundation, President  
Bob Johnson – Winters Senior Club, President  
Marlene Bell – Winters Senior Foundation, Vice President  
Tina Lowden – Winters citizen  
Jerry Lowden – Winters Senior Foundation, Board member  
Rae Johnson – Winters Senior Club, member  
Irene Goya Tweedt – Winters Health Care, Outreach and  
Engagement Manager

Subject: Creating a Winters Senior Citizens Commission

In keeping with your conversation with Karen May, President of the Winters Senior Foundation, we, the steering committee for the Winters Senior Citizen's Commission, submit this proposal to you in advance of our hopeful presentation to the City Council on March 19th. Following the Healthy Aging Alliance project conducted by Dr. Sheila Allen, the city of Winters became keenly aware of the demographics, benefits, opportunities and weaknesses of being a senior citizen in Winters.

One of those weaknesses is the absence of a "Commission on the Aging," otherwise titled for our purposes as the Winters Senior Citizen's Commission. This proposal is intended to begin the conversation with the City of Winters City Council toward the creation of a commission. The proposal itself is absent many of the elements of a full proposal out of respect for the discretion and authority of the Winters City Council.

We are grateful for the opportunity to present this proposal to you and with the hope that this topic will be placed on the March 19<sup>th</sup> City Council Agenda. If needed, please feel free to provide feedback and direction to Karen May at [mayfull@gmail.com](mailto:mayfull@gmail.com) or at 530-794-6104, prior to the Council's meeting.



## **The Winters' Senior Citizen Commission Proposal to City Council**

The vitality of any community can be measured by the level of engagement of its citizens. The Senior community of Winters CA has a larger than usual population of seniors with the over 50 age group representing approximately 45% of all of its citizenry.\* Through the establishment of a Winters' Senior Citizens' Commission, seniors citizens seek to engage the city in a more formal manner, working to shape and enhance the quality of services that make Winters an attractive community to live in.

### **Overview**

Should the Commission on the Aging be adopted by the City Council, it could have, but would not be limited to the following responsibilities, functions and duties.

1. To act as an advisory body to the city council through the research, evaluation, and recommendations of grant and program proposals affecting the well-being of new or existing senior programs in the city of Winters,
2. To define the unmet needs of senior citizens and to identify ways to meet those needs,
3. Explore improved standards of services to the aging and explore new services for the aging both public and private.
4. To act as an advisory body to the city council regarding the design, programs, operation and maintenance of the senior center, when completed, and until a similar task force is implemented by the senior center.
5. To identify and keep current the inventory of various activities and services available to seniors in Winters, both public and private.
6. To disseminate information to seniors regarding the availability and uses of the various activities and services,
7. To discuss and recommend appropriate action on all legislative and congressional bills that would affect senior citizens,
8. To recommend and coordinate senior citizen programs and resources, including, but not limited to transportation, health, and recreation
9. To review the city of Winters budget and the related senior programs as developed by the city staff and make recommendations to the City Council.
10. The Commission could have additional responsibilities that are assigned by the Council.

### **Membership**

If adopted, the commission could consist of seven (7) members, and two (2) alternates. Voting members shall be citizens of the city and the greater community of Winters and/or Yolo County. All voting members of the Commission would be appointed by the

City Council. Members of the commission would likewise be representative of the diversity of Winters, by race and by gender.

### **Winters Commission on the Aging – Proposal**

#### **Meetings**

Meetings would occur each month, at a regularly scheduled time and location. Special meetings may be called.

#### **Terms of Office**

Terms of office of the members of the Commission on the Aging could be for a period of four (4) years or until their successors are appointed. The terms could be staggered with four (4) members expiring one year and three (3) years next. Officers could hold their position for 1 year or until their successors are appointed. Terms could expire on July 1 of each year. No member should serve for more than two (2) consecutive terms. Members of the Commission on the Aging serve at the pleasure of the Council and may be removed from office by the majority vote of the Council.

This proposal is submitted to support the establishment of a Commission on the Aging in Winters. Of the major cities in Yolo County, Winters is the only city that is without a Commission on the Aging. Given our large senior citizen population and the growth of our city, we believe that a Commission would be prudent addition to city governance. This proposal is submitted to begin the conversation with the City Council and to ultimately complete the process for establishing a Commission.

#### **Respectfully Submitted by:**

Karen May – Winters Senior Foundation, President

Bob Johnson – Winters Senior Club, President

Marlene Bell – Winters Senior Foundation, Vice President

Tina Lowden – Winters citizen

Jerry Lowden – Winters Senior Foundation, Board member

Rae Johnson – Winters Senior Club, member

Irene Goya Tweedt – Winters Health Care, Outreach and Engagement Manager

**City of Winters**  
**Senior Program Project**  
**2017-2018**  
**Sheila Allen, RN, PhD, consultant**

10/8/18

**Table of Contents**

**Introduction.....page 3**  
**Interviews and themes..... page 3**  
**Survey results.....page 5**  
**Winters older adult demographics.....page 6**  
**A Comparison of Yolo County older adult demographics.....page 13**  
**Outreach and educational events.....page 14**  
**Task Force work and report.....page 15**  
    **Review of other local Senior Centers.....page 15**  
    **Transportation.....page 16**  
**Winters Senior Resources.....page 20**  
**Age Friendly Communities-an overview.....page 20**  
**SWOT analysis.....page 25**  
**Recommendations for future action.....page 26**

**Appendixes**

**A. Winters Senior Community Survey results.....page 27**  
**B. Winters demographic data full report.....page 28**  
**C. Yolo County demographic data full report.....page 46**  
**D. Winters Senior Resource Guide – English/Spanish.....page 64**  
**E. Yolo County Senior Resource Guide.....page 93**  
**F. Yolo Healthy Aging Alliance resource page.....page 93**

**Introduction**

The City of Winters embarked on an assessment of the needs of older adults in Winters over the past 12 months. During this time consultant Dr. Sheila Allen, in consultation with the City of Winters Senior Project Task Force and city staff, reached out to the community and studied demographics and best practices to identify next steps to enhance the aging experience in Winters.

**Interviews and Themes**

In order to identify a sampling of issues and concerns for older adults in the community, key informant interviews were conducted with individuals in the community. These persons were selected by advice of city leadership and then by asking those interviewed who they would recommend to contact to better understand older adult needs in Winters. This resulted in 23 individual interviews and 5 presentations to local senior organizations followed by a group input process. Following is a list of those interviewed and their organization or position at the time of the interview.

**Interviews Conducted**

| First       | Last         | Organization                             | Date       |
|-------------|--------------|--|------------|
| Chris       | Kelsch       | Winters Healthcare Foundation            | 7/26/2017  |
| Joyce       | Jordan       | Winters Healthcare Foundation            | 7/26/2017  |
| Pam & Neil  | Van Alfen    | Golden Bear Estates                      | 8/2/2017   |
| Officer     | Bautista     | Yolo County Sheriff officer              | 8/2/2017   |
| Leticia     | Quirarte     | Winters Healthcare Foundation            | 8/3/2017   |
| Jasmine     | Andrews      | RISE, Inc., Outreach worker              | 8/9/2017   |
| Wally       | Pearce       | Winters Senior Foundation, President     | 8/10/2017  |
| Jerry       | Baker        | Congregate Meals-Community Center        | 9/11/2017  |
| Dawn        | Barrera      | St. Anthony's Catholic Church            | 9/25/2017  |
| Dr. Bill    | Davis        | Private physician                        | 9/25/2017  |
| Don         | Saylor       | Yolo County Supervisor                   | 9/28/2017  |
| Cecilia     | Aguiar-Curry | Assemblymember/former Winters mayor      | 10/2/2017  |
| Valerie     | Whitworth    | Winters Senior Foundation/caregiver      | 10/2/2017  |
| Peggy       | Norman       | Fortnightly Club President               | 10/10/2017 |
| Maira       | Aceves       | CSU-Sacramento Gerontology student       | 10/13/2017 |
| Karen       | May          | Winters Senior Foundation, member        | 10/16/2017 |
| Elva        | Pedraza      | Older Latina Woman-retired WSD           | 10/18/2017 |
| Carrie      | Green        | Chamber of Commerce/Winters School Board | 10/20/2017 |
| Lee & Steve | Wilce        | Winters Senior Citizen Club              | 11/2/2017  |
| Pierre      | Neu          | Winters City Council member              | 11/13/2017 |
| Jesse       | Loren        | Winters City Council member              | 11/28/2017 |
| Bill        | Biasi        | Winters City Council member              | 11/29/2017 |
| Ashley      | Thompson     | Winters Senior Apartments                | 12/20/2017 |

| Groups                      | Date       |
|-----------------------------|------------|
| Fortnightly Club            | 10/10/2017 |
| Auld Fartz                  | 10/3/2017  |
| Hispanic Advisory Committee | 10/16/2017 |
| Winters Senior Foundation   | 11/8/2017  |
| Winters Senior Citizen Club | 12/20/2017 |

The notes and results of these interviews were analyzed for themes, interests and issues that emerged. Overall, those interviewed find the City of Winters a good place to age because of its “small town feel”, safety, social opportunities and developed relationships that help them to support each other. Most did not have any current needs but were able to identify needs of others and future needs for themselves and their family members. Almost all rejected being labeled a “senior” (even those in their 80’s) but were comfortable being described as an “older adult”.

The two highest concerns identified that were repeated between individuals and the groups were a lack of transportation options and road and sidewalk safety. Transportation was identified as needed within the City of Winters and to regional locations such as Vacaville or Winters for shopping, Davis and Woodland for medical care, shopping, and senior and county services, and to West Sacramento for Medicare and Social Security appointments. Transportation was noted as a top priority for almost everyone interviewed.

Another high priority area was road and sidewalk safety. In particular, the ability of older adults and families to walk to the only grocery store was discussed many times by individuals and groups. The absence of a cross walk at Morgan St. across Grant Avenue was a particular concern. Not having a sidewalk on the north side of the road additionally made trips to the grocery store very difficult. In addition, the Yolo Bus stop is also on the north side of Grant Avenue, requiring a dangerous, unguarded crossing. No individual or group believed that the round-about at Walnut St. would alleviate this problem. Persons interviewed also noted that state of sidewalks and curbs need to be evaluated with many dangerous cracks and uneven surfaces and insufficient cut outs at corners for wheelchairs and walkers.

These interviews yield many suggestions for program and services that are needed to have a positive aging experience in Winters. In addition, problem areas and issues were shared. Following are the finds in no rank order.

### Key Informant Identified Issues

#### Programs

Group travel opportunities  
 Movie nights (English/Spanish)  
 Accessible-affordable housing  
 Computer classes  
 Gardening opportunities  
 Game days  
 Crafts-sewing, knitting groups  
 Pool table  
 English and Spanish classes  
 Dementia education/programs  
 Exercise classes/Zumba  
 Senior yoga-including chair yoga  
 Small court soccer  
 Country dance class/events  
 Walking/hiking group  
 Bus to Cache Creek  
 Volunteer opportunities  
 Book Club  
 Woodworking group  
 Cooking classes  
 Cultural food exchanges

#### Services

Connection to services  
 Food distribution  
 Grocery delivery service  
 Caregiver respite  
 Friendly visitor or phone calls  
 Expand home delivered meals  
 Legal assistance  
 Translation services  
 Transportation to Social Security  
 Affordable home cleaning service  
 Caregiver support group  
 Transportation to department store  
 Opportunities to volunteer in schools

#### Issues

Senior center-staffed and volunteer  
 Need outreach & inclusion of Latino community  
 More downtown handicap parking needed  
 Fear of participation for undocumented  
 Need universal design code for new housing  
 People need services-someone else needs it more  
 Low attendance congregate meals  
 Transportation to Social Security in West Sac.  
 Find out how people get their information  
 Bus vouchers no longer available in Winters  
 Need additional affordable, accessible housing  
 Outreach to seniors in surrounding rural areas  
 HICAP not in Winters, now only West Sac.  
 Cooling center that allows dogs  
 Senior isolation  
 People don't know about existing services  
 Need to identify more volunteer bus drivers  
 Consider additional bicycle safety measures  
 Encourage more older adults to ride bike  
 Printed resource guide specifically for Winters

### Survey results

In order to provide an opportunity for broad participation in the identification of priority areas to address for older adult programs and services in Winters a survey was developed. Paper copies of the survey were distributed at the 2017 Carnitas Festival, the community center, city hall and at meetings of the Winters Senior Citizen Club, the Winters Senior Foundation, RISE, Inc., the Hispanic Advisory Committee, and the Fortnightly Club. The survey was also posted on the city website.

One hundred and thirty-seven surveys were returned. Of these, 43% were of Latino/Hispanic background, 83% were over the age of 50, and 20% were currently a caregiver for someone over the age of 50. Survey participants were asked to identify top priorities for services (to address individual health, social and community services and supports) and programs (group activities that persons can participate in). Many persons at various ages often stated that they did not have any needs. Therefore, the survey was divided into the first section for what older adults (not necessarily you) need and want while the second section asked specifically if they personally would utilize a service or program in the next 5-10 years. Following are the findings:

1. The top five priorities people chose for services needed for older adults in Winters:
  1. Local transportation (to store, bank, etc.)
  2. Regional transportation (hospital in Davis, Social Security in West Sac)
  3. In home care and personal assistance
  4. Home visits for isolated seniors
  5. Help knowing what services are available
  
2. The top five priorities people chose for programs needed for older adults in Winters:
  1. Exercise classes
  2. Walking Club
  3. Card and Game activities
  4. Craft groups
  5. Computer and Smart phone use
  
3. The top five services that participants or family members would likely use in the next 5-10 years are:
  1. Local transportation (to store, bank, etc.)
  2. Regional transportation (hospital in Davis, Social Security in West Sac)
  3. In home care and personal assistance
  4. Help knowing what services are available
  5. Help with connection to services
  
4. The top five programs that participants or family members likely use in the next 5-10 years are:
  1. Exercise classes
  2. Walking Club
  3. Card and Game activities
  4. Computer and Smart phone use
  5. Travel group

### Winters Older Adult Demographics

In collaboration with UC Davis and Yolo County Health and Human Services, a quantitative description of the demographics of the older adult population of Winters, California is provided. The overarching goal of this population description is to identify and highlight notable attributes of the older adult population of Winters so that policies and programs might be tailored to the unique needs of Winters older adults. Not all charts are shown here. The full report can be found in Appendix B.

### **METHODS**

#### **Data source**

This report relies exclusively on data provided by the 2016 American Community Survey (ACS)<sup>1</sup> 5-year estimates, accessed through the American FactFinder database<sup>2</sup>. Briefly, the ASC is an ongoing survey that provides yearly estimates of demographic data for small geographic areas (Census tracts and block groups<sup>3</sup>). The 2016 5-year estimates are based on survey responses collected between

2012 and 2016 from over 10 million people and/or households from across the United States, including over 1 million from California.

The strength of the ACS lies in its ability to capture and/or estimate demographic changes that 1) occur on a timescale that is too short to be observed in the decennial Census, or 2) have largely taken place since the most recent Census data was collected. As of the writing of this report, the 2010 Census data is 8 years old, thus until the 2020 Census data is available the ACS provides the most comprehensive, up-to-date information collected and disseminated in a highly standardized format. The primary weakness of the ACS is that the reliability of the data for smaller populations, including rural areas, is somewhat lower due to the small absolute number of respondents. For most populations described here this not a major issue; however, where under sampling issues may exist it is noted in the text.

### Geographical areas

As this report is focused on describing the demographics of older adults in Winters, California. As such, all data are based in ACS data for Census tract 113.

### Age ranges

Due to the sampling limits of the ACS, the precise age range that defines “older adults” in this report varies somewhat depending on the variable being considered. In general, this report considers older adults as being 65 years old or older. Where disaggregated data is available for adults in the approximately 45 to 60-year age range that data is presented as well.

## RESULTS

### General population

Figure 1. shows the population distribution for adults over 35 years old expressed as a percent of the total population. The estimated population counts are given in Table 1. The most notable feature of this dataset is that the data show that Winters has a higher percentage of adult residents in the 50 to 64-year age groups compared to the immediately younger and older groups.

**Figure 1: General population**

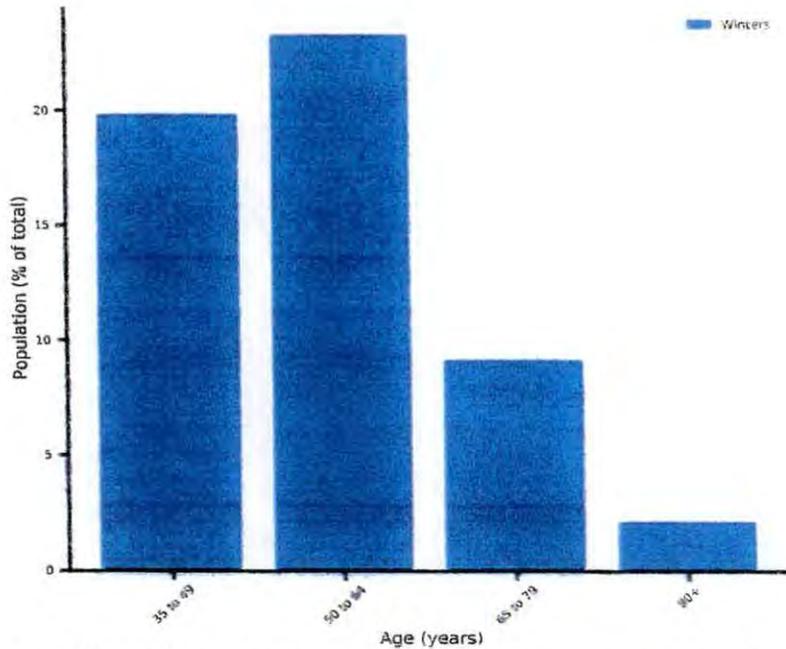


Figure 1: Population of each age group in Winters expressed as a percent of the total population.

**Table 1: General population (count [90% CI])**

| Age Range | Davis            | West Sacramento  | Winters         | Woodland         | Yolo County       |
|-----------|------------------|------------------|-----------------|------------------|-------------------|
| 45 to 49  | 3392.86 [356.08] | 3115.55 [376.63] | 585.96 [163.72] | 4032.82 [420.57] | 11951.25 [209.67] |
| 50 to 54  | 3082.46 [337.40] | 3128.18 [400.24] | 672.13 [215.43] | 4078.76 [390.34] | 11951.25 [209.67] |
| 55 to 59  | 3185.84 [323.78] | 2943.04 [391.52] | 672.13 [189.57] | 3671.58 [373.92] | 11322.23 [419.34] |
| 60 to 64  | 2782.93 [313.12] | 2470.10 [349.41] | 663.51 [318.83] | 3517.20 [417.44] | 10483.55 [419.34] |
| 65 to 69  | 2290.70 [241.84] | 1915.48 [284.80] | 370.53 [163.72] | 2637.57 [290.40] | 7967.50 [419.34]  |
| 70 to 74  | 1431.20 [198.85] | 1623.85 [282.01] | 301.60 [137.87] | 1624.88 [238.82] | 5661.12 [419.34]  |
| 75 to 79  | 1220.97 [202.75] | 1130.27 [243.39] | 112.02 [112.02] | 1061.88 [217.28] | 3983.75 [419.34]  |
| 80 to 85  | 887.05 [169.79]  | 629.30 [167.05]  | 77.55 [60.32]   | 1000.14 [211.29] | 2725.72 [209.67]  |
| 85+       | 1152.82 [196.70] | 554.41 [152.22]  | 103.40 [77.55]  | 1439.85 [236.52] | 3564.41 [419.34]  |

### Reported Race

Figure 3. shows the breakdown of the population data by racial identity for adults over 45 years old, expressed as a percentage of the total population of each geographic area. The ACS includes 9 options from which respondents can indicate their racial identity: Asian; Black or African American; American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander; Some Other Race; Two or More Races; White Alone, not Hispanic or Latino; Hispanic or Latino; White. In this report, only the most frequently indicated 6 categories are included for the purpose of brevity. In this data Winters stands out in several ways. First, there is a relatively high proportion of Winters residents indicating Hispanic, White, or Other racial identity in the age groups between 45 and 75 years old. Furthermore, relatively fewer Winters respondents indicated Black or Asian racial identity. This trend held across most age groups for this 45 and over dataset.

Figure 3: Reported race

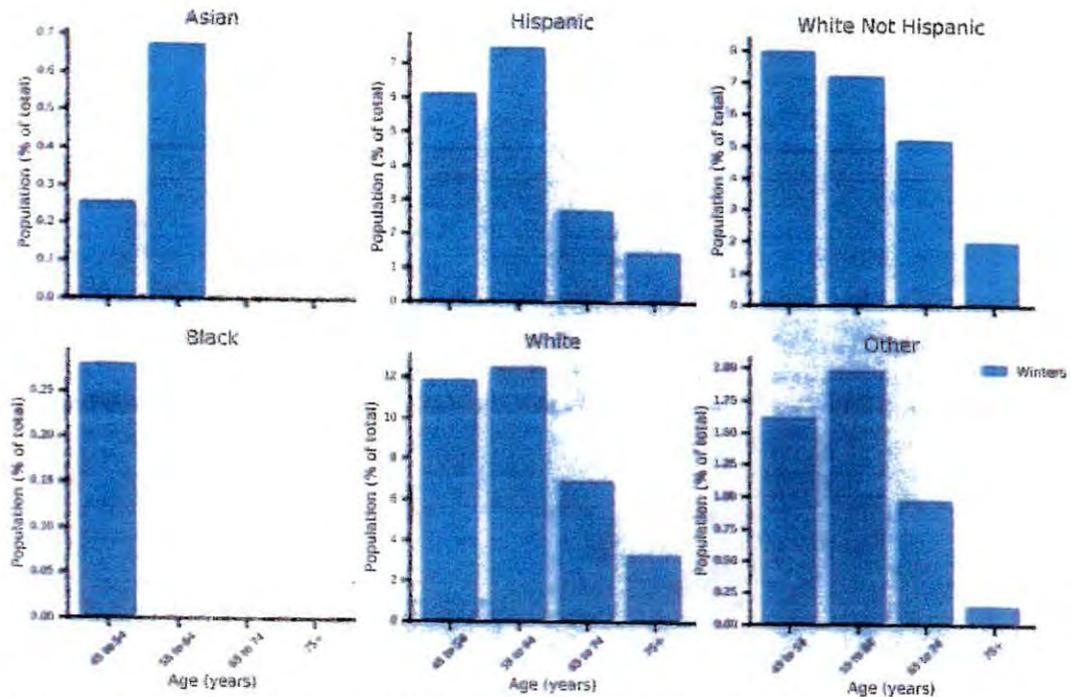
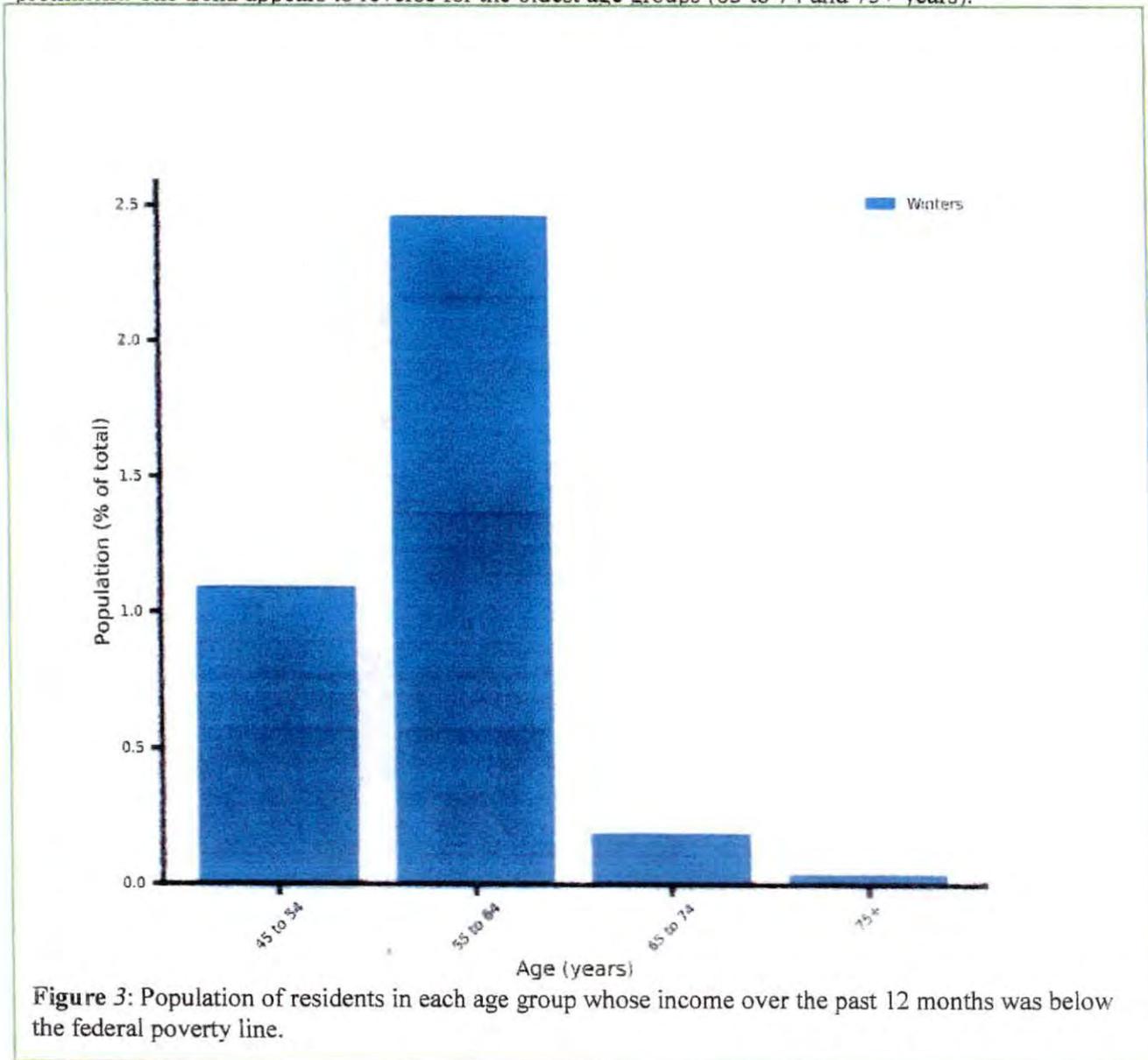


Figure 2: Breakdown of population within each age group by reported race.

### Reported Poverty level

Figure 5. shows the estimated percentage of residents whose income in the past 12 months does not exceed the federal poverty level for 2016<sup>5</sup>. The most notable feature of poverty level data is the relatively high percentage of Winters residents in the 55 to 64 year age category that fall below the poverty line. The estimated error suggests a large degree of uncertainty in this estimate, again likely due to the low number of respondents from which the estimates were derived; however, the increase is quite prominent. The trend appears to reverse for the oldest age groups (65 to 74 and 75+ years).



**Reported Disability status**

Table 4. shows the prevalence of reported disabilities for the two age groups within the range focused on in this report (see Methods) for which data are available, expressed as a percentage of the total population in each age group.

**Table 4: Number of residents in each age group in each location reporting a disability**

| Age Range | Winters |
|-----------|---------|
| 65 to 74  | 138     |
| 75+       | 182     |

**Reported Employment Status**

Figure 7. shows the estimated unemployment and labor participation rates for each age group expressed as a percentage of the population of each age group. Due to the way the data is aggregated before being made available, the 65 to 74 year age group spans 10 years, while the younger age groups span only 5 years. Two trends in this dataset are notable. First is the relative increase in unemployment, and corresponding decrease in labor participation, among Winters residents in the 55 to 59 age group, and the second is the reversal of this trend in the 60 to 64 age group. While the reduction in unemployment among Winters residents age 60 to 64 could be the result of people dropping out of the labor force, the increase in labor participation rates and absolute number of people participating in the labor force suggests that this is not the case. The available ACS data do not suggest a cause for this trend, though variability due to small sample size cannot be ruled out.

Figure 7: Employment status

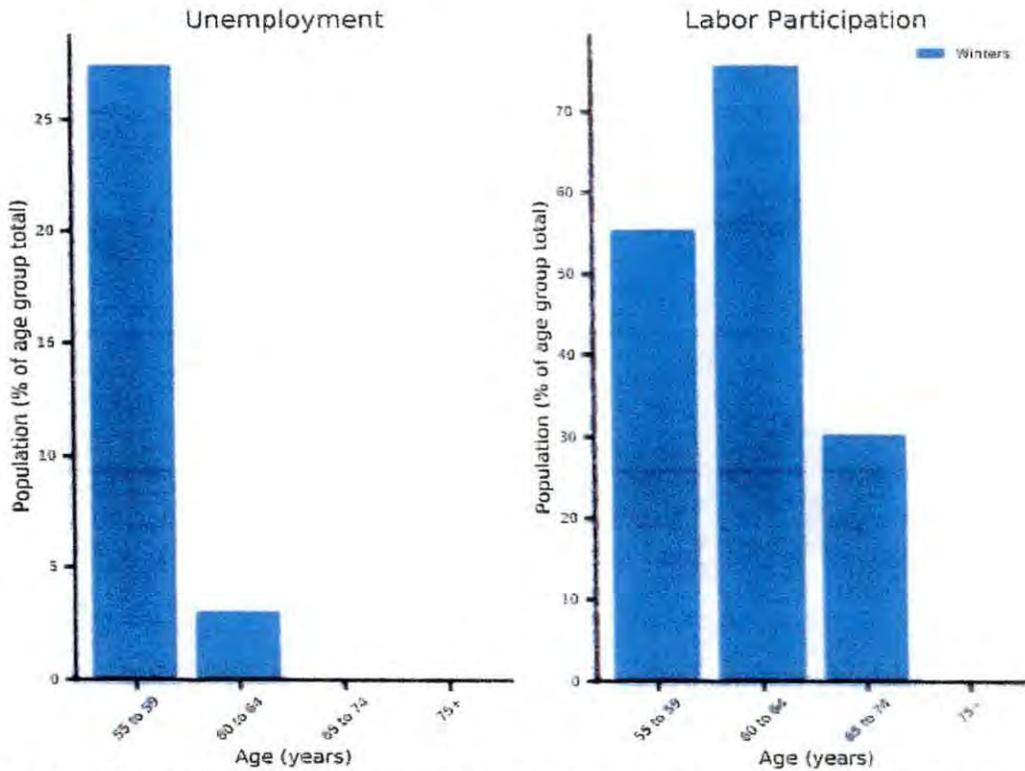


Figure 4: (Left) Percent of each age group reporting an unemployed status and (Right) percent of each age group participating in the labor force.

### Reported Health Insurance Provider

Figure 8. shows the percentage of each age group that receives health insurance through public (left) or private (right) institutions, expressed as a percentage of the population of each age group within each geographic area. Within the ACS data, public health care programs consist of Medicare, Medicaid, or insurance received through the Veterans Administration; private health care programs include employer provided, direct purchase, or insurance received through the Department of Defense Military Health System. Individuals that receive benefits though both private and public sources are counted in both categories. The only notable trend in this dataset is the dramatic jump in the proportion of people receiving public health insurance between the 55 to 64 age group, around 15 to 20%, and the 65 to 74 age group, around 90%. This is to be expected however, as the age for Medicare eligibility is 65. Below age 65 Winters resident appear slightly less likely to have public health insurance, though the effect is very small. Otherwise, Winters' residents appear very similar to the other communities across all age groups considered here.

Figure 8: Health insurance provider

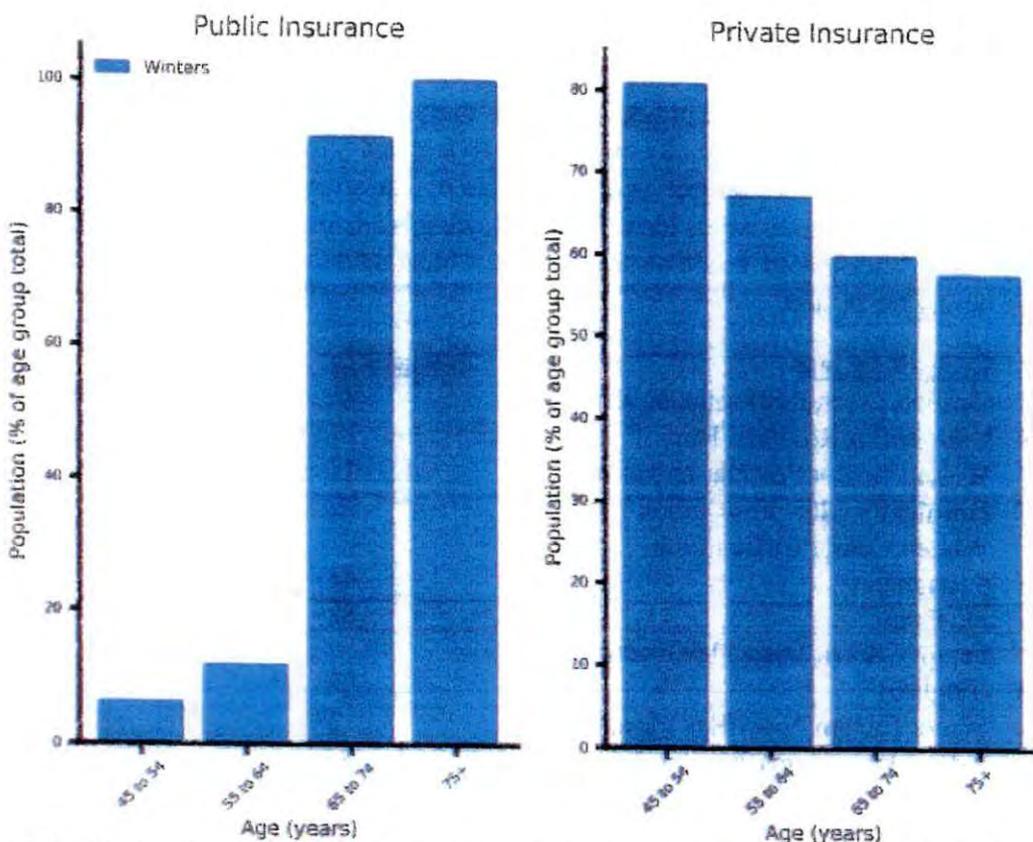


Figure 5: (Left) percent of each age group receiving health insurance through public provider and (Right) percent of each age group receiving health insurance through a private provider.

### A Comparison of all Yolo County older adult demographics

A demographic comparison of all Yolo County cities was completed to look for trends and differences within Yolo County. The full report can be found in Appendix C. The overarching goal is to identify and highlight the attributes that distinguish the older adult population of Winters from other Yolo County communities so that policies and programs might be tailored to the unique needs of Winters older adults.

As the principal goal of this report is to provide a detailed description of the demographic makeup of Winters, California in relation to the surrounding communities, no strong conclusions will be made. However, when considering all of the datasets presented here three general trends about Winters residents within the 55 to 64 age category are worth noting: 1) for Winters, the 55 to 64 age category has the highest population among older adults, showing higher a population than both the immediately

younger and immediately older age groups; 2) Winters residents between 55 and 64 show higher poverty rates than the other communities considered here, and higher poverty rates than the Yolo county average, the only age group considered here to show such a trend; 3) Winters residents between 55 and 64 show higher unemployment rates than the other Yolo county communities studies here, again the only age group to show such a trend (see Appendix C.)

**Outreach and Educational events**

In order to meet the goals of the project a series of outreach events were scheduled early in the project to receive input from the community on gaps in services and priorities for program and services in Winters. The second half of the project included a series of education events and some limited pilot services to address some priorities needs identified. Following is a listing of the events and programs along with their attendance record. In all, over 500 Winters older adults participated in the programs and events offered during the project.

| <u>Date</u>                      | <u>Event-Program</u>                     | <u>Attendance</u> |
|----------------------------------|--|-------------------|
| 9/30/2017                        | Carnitas Festival-information and survey | 45                |
| 10/12/2017                       | Yolo Senior Resource Fair                | 19                |
| 10/11/2017                       | Winters Senior Foundation presentation   | 17                |
| 10/10/2017                       | Fortnightly Club presentation            | 22                |
|                                  | Winters Senior Citizen Club              |                   |
| 11/8/2017                        | presentation                             | 41                |
| 12/4/2017                        | Flu Clinic                               | 68                |
|                                  | Senior Citizen Town Hall meeting         |                   |
| 1/16/2018                        | (English)                                | 28                |
| 2/7/2018                         | Senior Citizen Town Hall (Spanish)       | 5                 |
| 5/9/2018                         | AARP-Fraud Prevention presentation       | 33                |
|                                  | AARP-Age Friendly Community Town         |                   |
| 6/11/2018                        | Hall                                     | 9                 |
| 6/27/2018                        | Begin Senior Transportation bus service  | 5                 |
|                                  | In Home Supportive Services              |                   |
| 8/8/2018                         | Committee                                | 12                |
|                                  | Yolo County-Healthy Yolo-Healthy         |                   |
| 8/9/2018                         | Aging                                    | 14                |
| 8/10/2018                        | Agency on Aging-Area 4                   | 25                |
| 8/21/2018                        | AARP presentation-Medicare Choices       | 6                 |
| 9/5/2018                         | Yolo County Commission on Aging          | 22                |
| 9/6/2018                         | Yolo Choices-End of Life discussions     | 14                |
| 9/10/2018                        | Home Modification for Older Adults       | 11                |
|                                  | Winters Senior Citizens Club-project     |                   |
| 9/12/2018                        | update                                   | 30                |
|                                  | Carnitas Festival-information table      |                   |
| 9/29/2018                        | English                                  | 45                |
|                                  | Carnitas Festival-information table-     |                   |
| 9/29/2018                        | Spanish                                  | 47                |
| <b>Total outreach attendance</b> |  | <b>518</b>        |

## SWOT analysis

Utilizing all the data collected over the year of this project a SWOT analysis was completed:

### **Strengths**

Parts of senior community already engaged  
Local primary healthcare-Winters Healthcare  
Multiple senior groups  
Yolo County Service Center in Winters  
RISE, Inc. support for low income persons  
Yolo Bus Special & Faith in Action transportation  
Winters Senior Foundation volunteer drivers  
Local library  
Have bi-lingual city staff  
Local newspaper  
Promotores program for Latino outreach  
Many seniors have local family for support  
Elder Day-recognize oldest residents

### **Weakness**

Limited transportation options  
No senior center  
No assisted or skilled nursing-leave community  
Poor sidewalk conditions  
Dangerous walking access to grocery store  
Insufficient number of affordable home care providers  
Few specialty health services  
People do not know about existing services  
Not all programs/services in Spanish  
No Latino senior group  
Difficult to reach isolated seniors  
Senior housing has a yearlong wait list  
Need better emergency communication  
Not much mixing of Latino and Anglo communities  
High levels of low income seniors

### **Opportunities**

Planned senior center  
City interest in expanding senior programs  
Many non-profits available for partnerships  
City owns 2 short buses with wheelchair lifts  
Interest in starting a City Senior Commission  
Local service clubs and businesses to engage  
Network of Age Friendly Communities  
Yolo Bus microtransit project  
Intergenerational volunteer opportunities  
Expansion of Yolo Food Bank distribution  
Additional affordable senior housing planned  
Expansion of RISE, Inc. programs  
Additional coordination between senior groups  
Expand ride share opportunities  
Expand volunteer opportunities for seniors  
Faith community could be more involved  
Engage Chamber of Commerce  
Can start senior programs in existing space

### **Threats**

Budgetary restraints  
Large, low income cohort of "younger" old  
Increased cost of housing  
High cost of low utilized bus service  
Immigration status concerns  
Fire risk  
Increasing older population overall

**Recommendations for future action**

- 1- The City of Winters could benefit from starting a Commission on Aging. This group would be advisory to the city council and city manager on aging matter and provide the leadership for the development of programs and services in Winters including at the senior center when it is built. In addition, the Yolo County Commission on Aging has representative from each city based commission on aging so that Winters will have a countywide voice also.
- 2- The community is expecting and anxious to see the Senior Center move forward. There are interested individuals that are ready and willing to assist with the planning and development. The hope is that it happens as soon as possible. While the budget restrictions are understood, the background work by the consultant and the Task Force shows that successful Senior Centers have paid coordinator staff to assure the building is open, safe and that programming is scheduled. For full inclusion would highly recommend this person be bi-lingual.
- 3- There are many non-profits and county organizations that can provide services and educational opportunities. There may not be a need for starting many new services that could be brought in such as Senior Link of Yolo County. They only need to be contacted and provided a space and their availability advertised. In addition, Yolo Healthy Aging Alliance is available and interested in ongoing work in Winters to bring resources, education and advocacy. Consultant, Sheila Allen, is the Executive Director and is ready and willing to facilitate this connection.
- 4- There are additional transportation options that need to be explored to address this top need. We recommend follow up with Yolo Bus on the possibility of microtransit, discussions with West Sacramento about their Via program, and additional discussions with the community about how best to use the resource of the 2 ADA minibuses already owned by the city.
- 5- Safe roads and sidewalks are the second, high priority area identified. In particular, a safe, direct walking passage across Grant Avenue to the grocery store is desired. Assemblymember Aguiar-Curry can assist the city with discussions with CalTrans to identify options to address this need. This will also address the needs of persons walking from Yolo Housing east of Highway 5.
- 6- The City of Winters may benefit from on ongoing older adult planning process such as the Age Friendly Network of Communities. The ground work has been laid and significant data collected.

Figure 1: General population

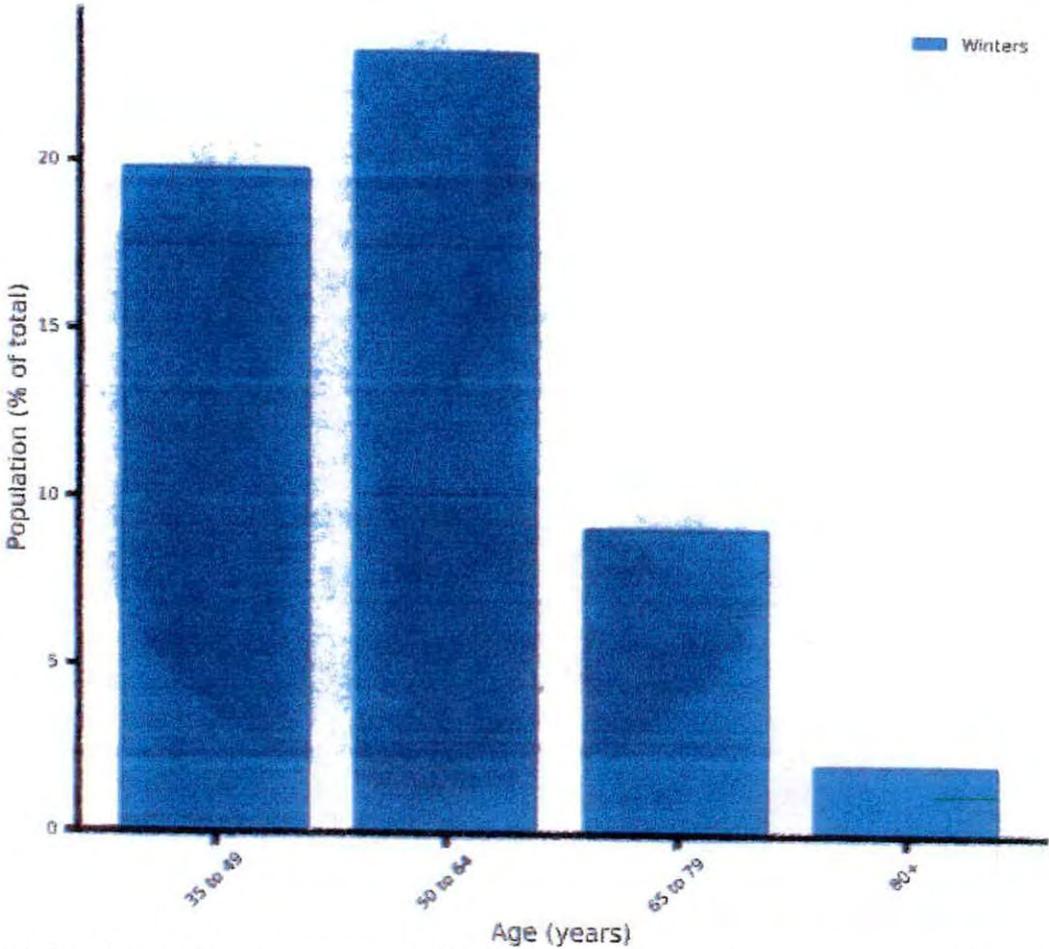


Figure 6: Population of each age group in Winters expressed as a percent of the total population.

Figure 2: General population

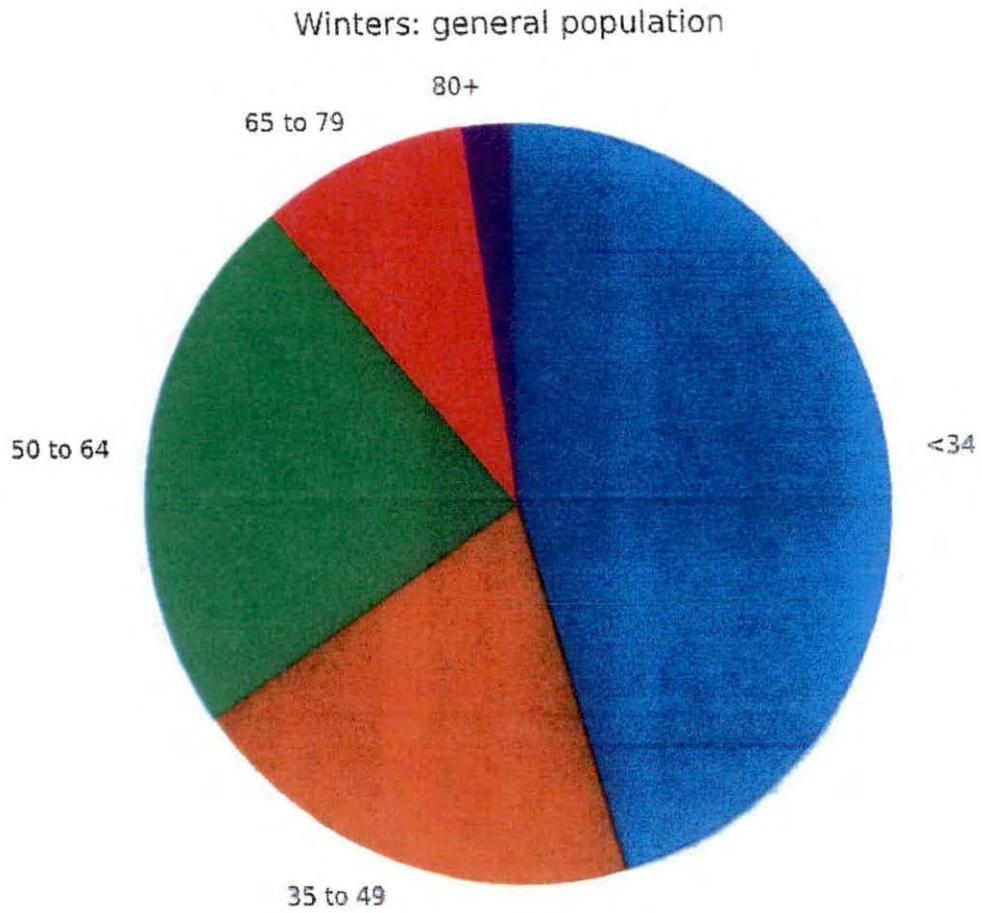


Figure 7: Winters general population visualized as a pie chart

**Table 1: Winters - General population**

| Age Range | Winters |
|-----------|---------|
| 35 to 49  | 1706.17 |
| 50 to 64  | 2007.76 |
| 65 to 79  | 784.15  |
| 80+       | 180.96  |

Figure 3: Reported race

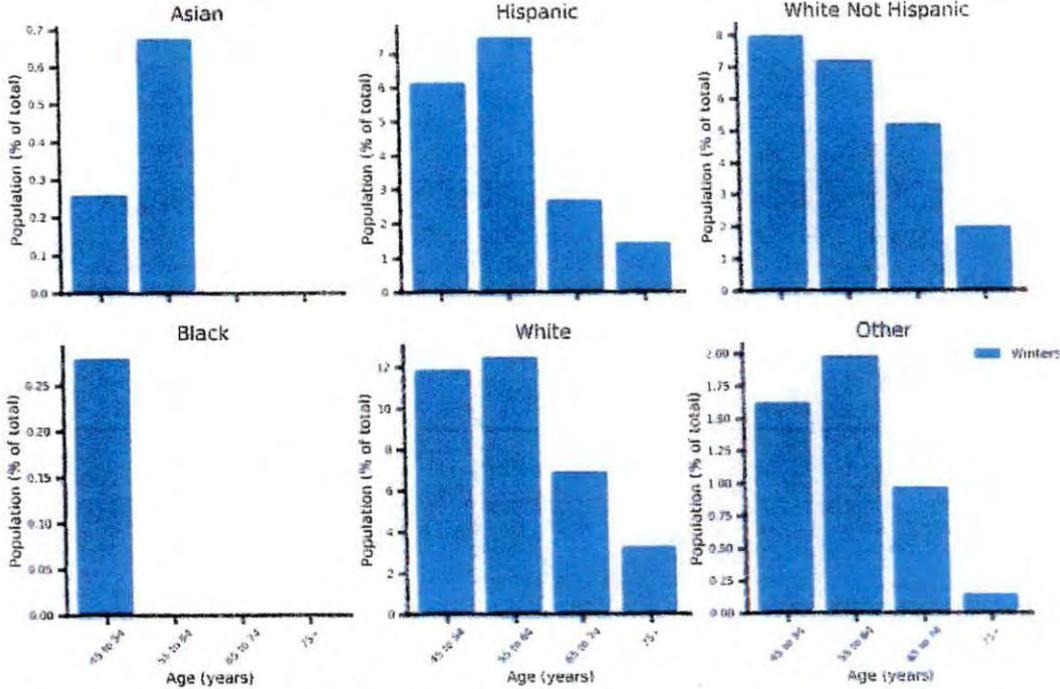


Figure 8: Breakdown of population within each age group by reported race.

Figure 4: Reported race

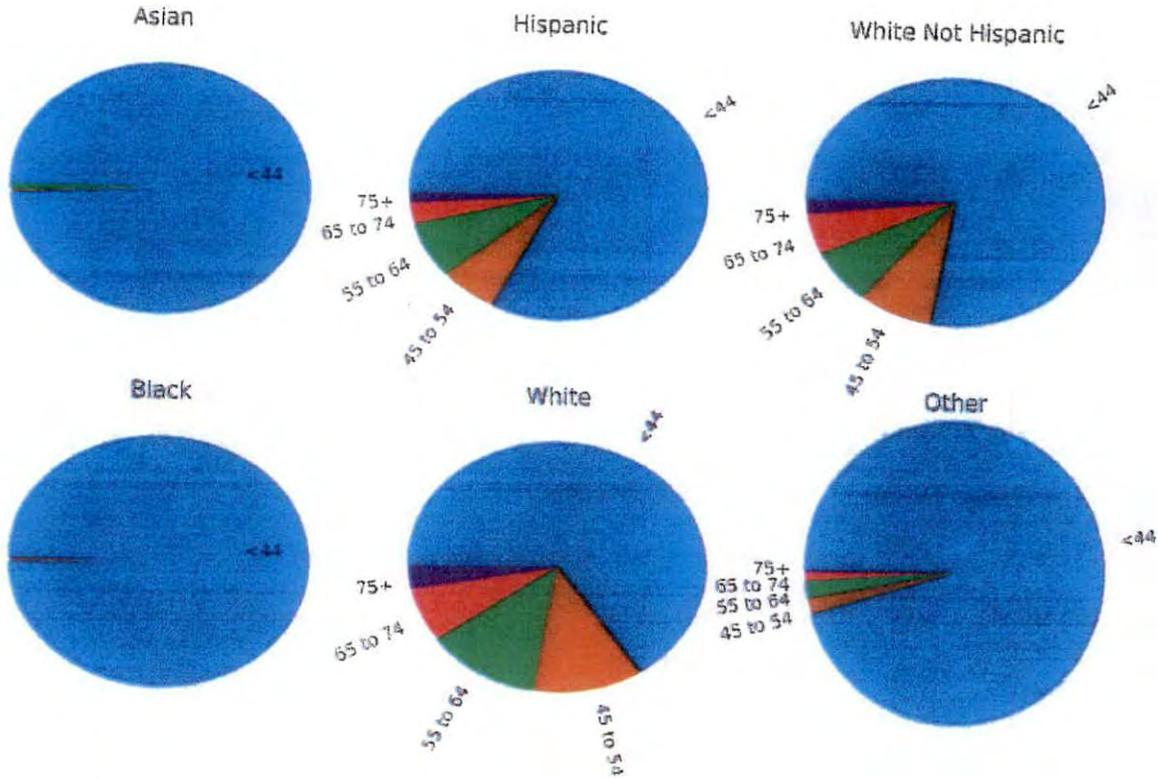


Figure 9: Reported race visualized in pie chart form.

**Table 2: Winters - population by reported race**

**A. Asian**

| Age Range | Winters |
|-----------|---------|
| 45 to 54  | 22.00   |
| 55 to 64  | 58.00   |
| 65 to 74  | 0.00    |
| 75+       | 0.00    |

**B. Black or African American**

| Age Range | Winters |
|-----------|---------|
| 45 to 54  | 24.00   |
| 55 to 64  | 0.00    |
| 65 to 74  | 0.00    |
| 75+       | 0.00    |

**C. Hispanic or Latino**

| Age Range | Winters |
|-----------|---------|
| 45 to 54  | 525.00  |
| 55 to 64  | 642.00  |
| 65 to 74  | 228.00  |
| 75+       | 122.00  |

**D. White**

| Age Range | Winters |
|-----------|---------|
|-----------|---------|

|          |         |
|----------|---------|
| 45 to 54 | 1017.00 |
| 55 to 64 | 1071.00 |
| 65 to 74 | 592.00  |
| 75+      | 279.00  |

**E. White Not Hispanic**

| Age Range | Winters |
|-----------|---------|
| 45 to 54  | 686.00  |
| 55 to 64  | 619.00  |
| 65 to 74  | 447.00  |
| 75+       | 169.00  |

**F. Other**

| Age Range | Winters |
|-----------|---------|
| 45 to 54  | 139.00  |
| 55 to 64  | 170.00  |
| 65 to 74  | 83.00   |
| 75+       | 12.00   |

Figure 5: Poverty status

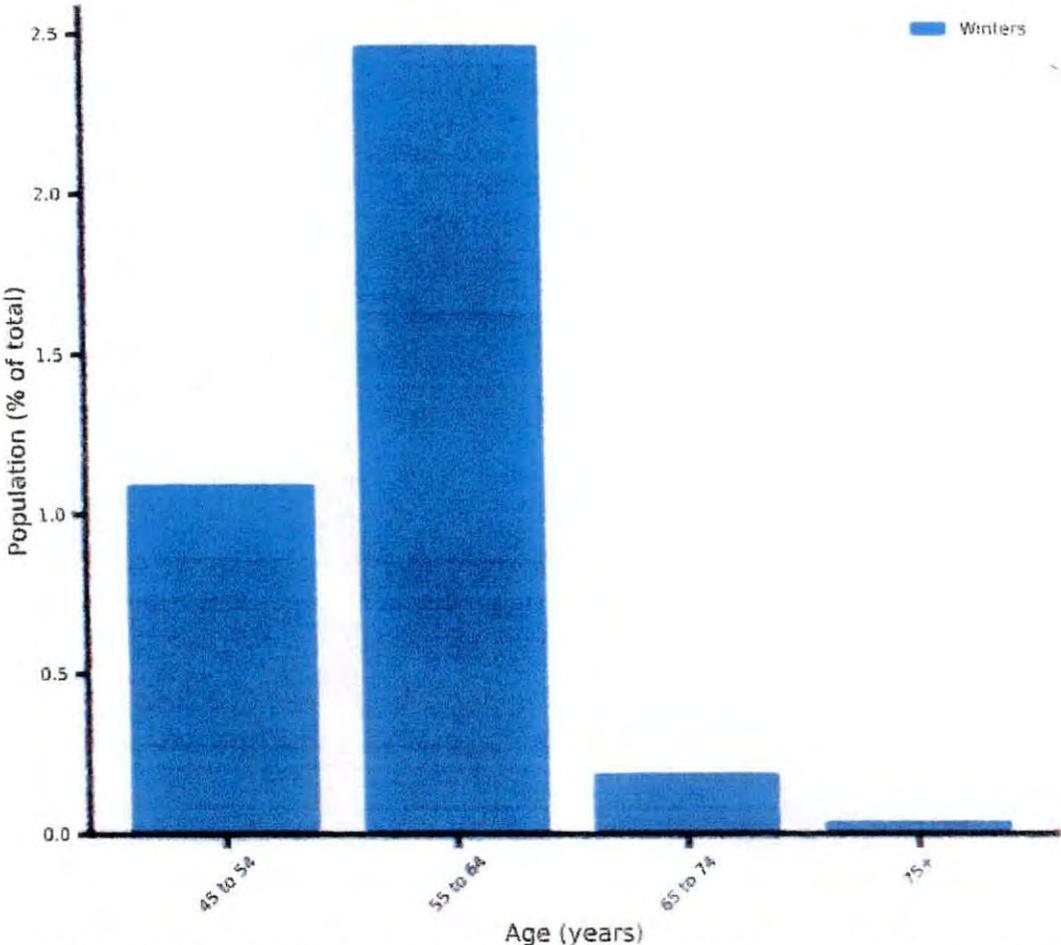


Figure 10: Population of residents in each age group whose income over the past 12 months was below the federal poverty line.

**Table 3: Population below federal poverty line**

| Age Range | Winters |
|-----------|---------|
| 45 to 54  | 94.00   |
| 55 to 64  | 212.00  |
| 65 to 74  | 16.00   |
| 75+       | 3.00    |

Figure 6: Disability status

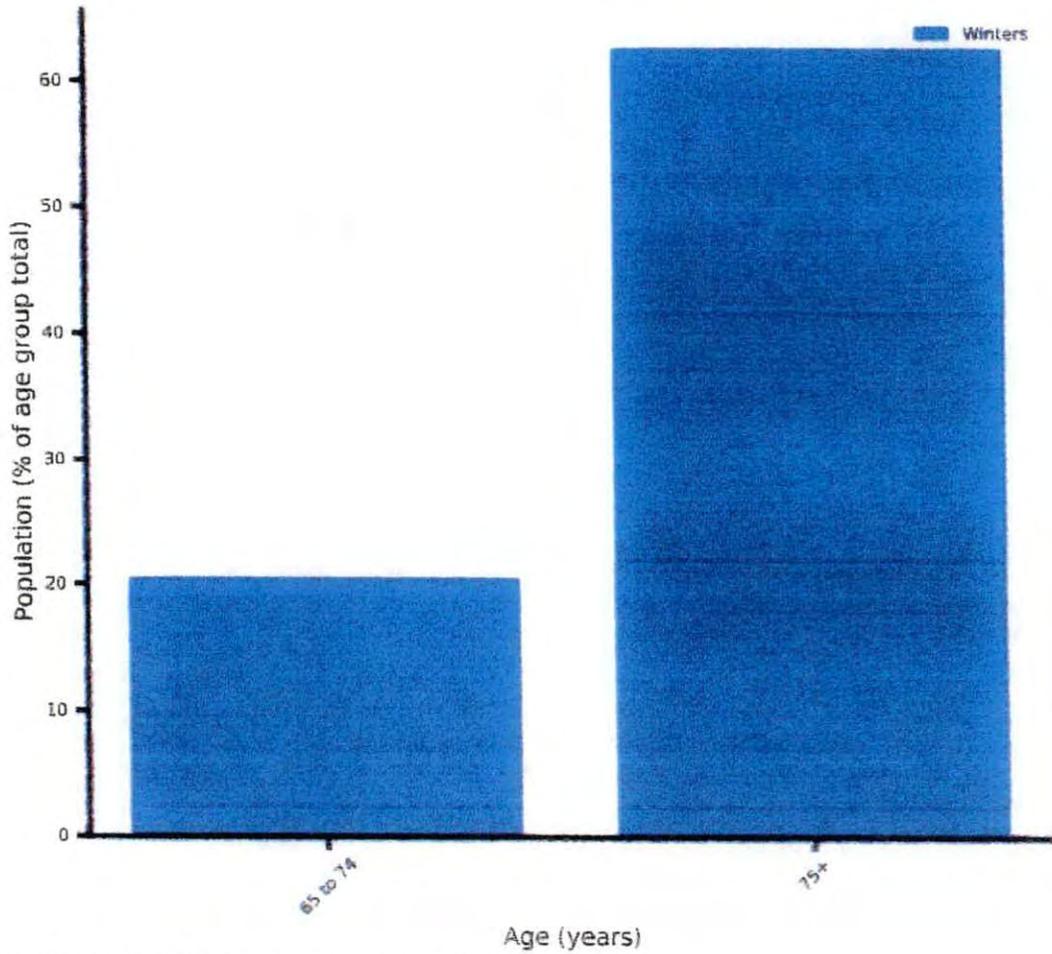


Figure 11: Percent of each age group reporting a disability.

**Table 3: Population below federal poverty line (count [90% CI])**

| Age Range | Davis           | West Sacramento | Winters         | Woodland        | Yolo County      |
|-----------|-----------------|-----------------|-----------------|-----------------|------------------|
| 45 to 54  | 421.00 [136.36] | 705.00 [205.48] | 94.00 [68.96]   | 707.00 [190.12] | 2127.00 [324.66] |
| 55 to 64  | 350.00 [133.85] | 693.00 [218.44] | 212.00 [150.01] | 634.00 [188.79] | 2173.00 [321.27] |
| 65 to 74  | 186.00 [110.00] | 406.00 [133.63] | 16.00 [31.06]   | 343.00 [127.60] | 1021.00 [206.63] |
| 75+       | 169.00 [98.50]  | 247.00 [105.66] | 3.00 [18.03]    | 374.00 [155.91] | 923.00 [192.82]  |

Figure 4: Disability status

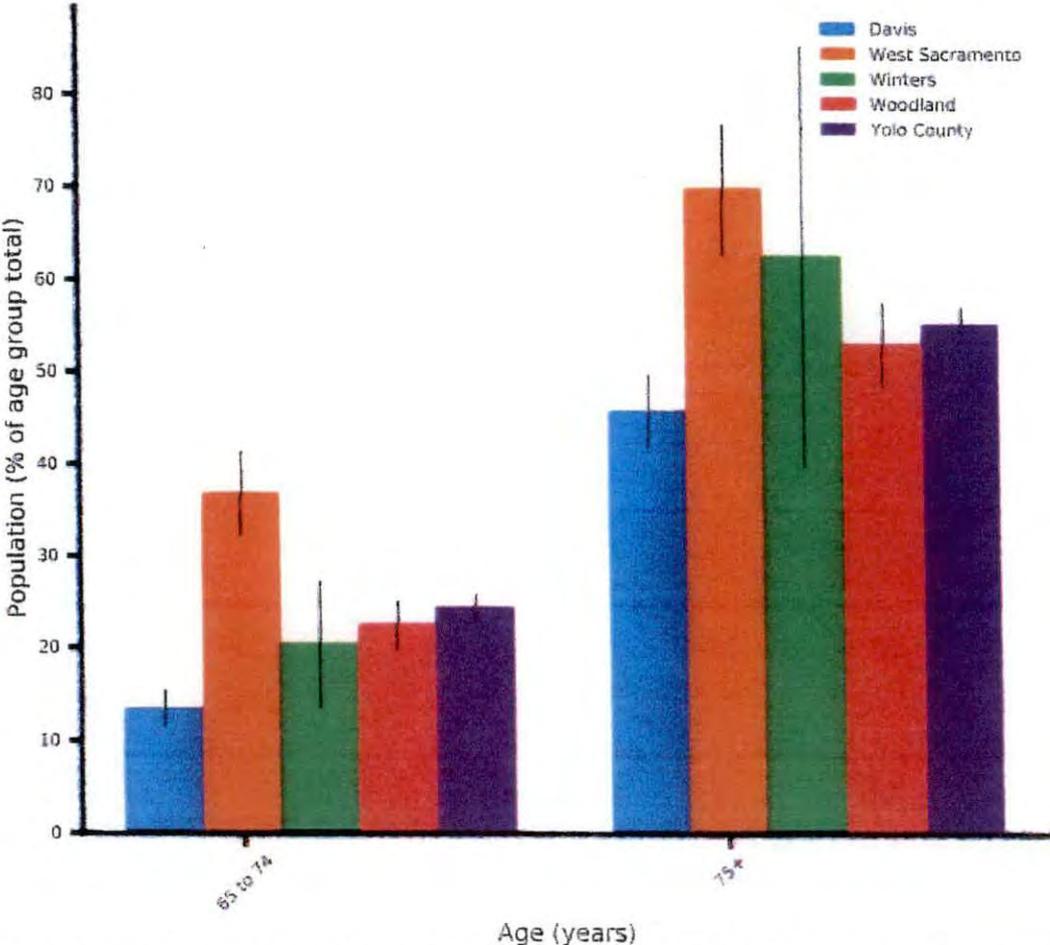


Figure 17: Percent of each age group reporting a disability for each location. Error bars represent  $\pm 1$  Standard Error (SE).

Figure 3: Poverty status

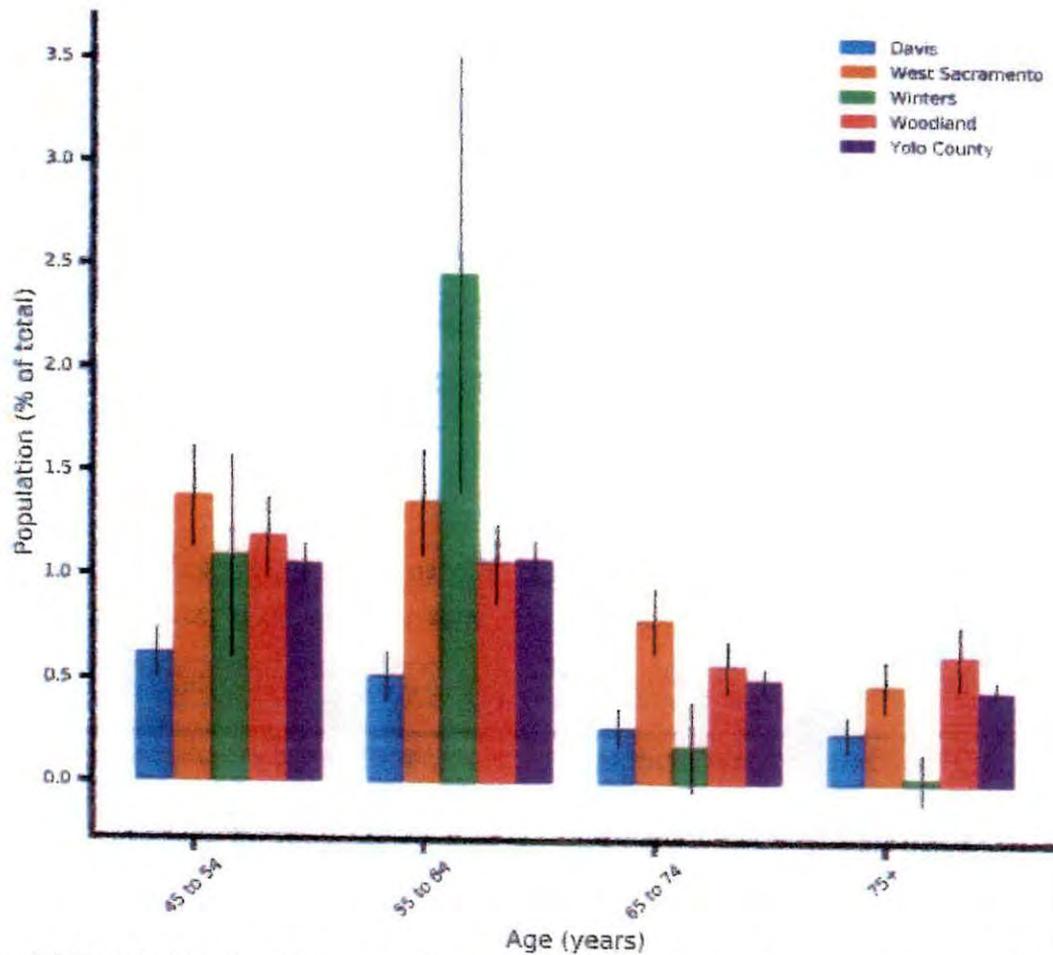


Figure 16: Population of residents in each age group in each location whose income over the past 12 months was below the federal poverty line. Error bars represent  $\pm 1$  Standard Error (SE).

|          |                  |                  |                  |                  |                   |
|----------|------------------|------------------|------------------|------------------|-------------------|
| 45 to 54 | 4897.00 [398.25] | 3825.00 [396.58] | 1017.00 [215.52] | 6147.00 [439.15] | 17340.00 [292.87] |
| 55 to 64 | 4971.00 [329.83] | 3941.00 [418.15] | 1071.00 [292.05] | 5530.00 [421.66] | 17038.00 [267.29] |
| 65 to 74 | 3118.00 [248.46] | 2558.00 [316.19] | 592.00 [173.05]  | 3487.00 [314.90] | 10917.00 [168.29] |
| 75+      | 2747.00 [266.95] | 1931.00 [291.81] | 279.00 [137.91]  | 2757.00 [312.34] | 8549.00 [445.84]  |

**E. White Not Hispanic**

| Age Range | Davis            | West Sacramento  | Winters         | Woodland         | Yolo County      |
|-----------|------------------|------------------|-----------------|------------------|------------------|
| 45 to 54  | 4293.00 [382.14] | 2936.00 [353.52] | 686.00 [173.68] | 4083.00 [368.04] | 13071.00 [27.66] |
| 55 to 64  | 4773.00 [326.34] | 3386.00 [391.89] | 619.00 [151.49] | 4125.00 [377.70] | 14136.00 [48.41] |
| 65 to 74  | 3018.00 [243.97] | 2088.00 [288.35] | 447.00 [153.81] | 2774.00 [275.02] | 9356.00 [32.25]  |
| 75+       | 2636.00 [261.99] | 1657.00 [256.39] | 169.00 [94.97]  | 2210.00 [278.46] | 7355.00 [370.13] |

**F. Other**

| Age Range | Davis           | West Sacramento | Winters         | Woodland        | Yolo County      |
|-----------|-----------------|-----------------|-----------------|-----------------|------------------|
| 45 to 54  | 312.00 [125.81] | 515.00 [180.62] | 139.00 [103.77] | 916.00 [201.05] | 2130.00 [285.70] |
| 55 to 64  | 67.00 [85.33]   | 283.00 [132.73] | 170.00 [133.22] | 614.00 [167.96] | 1284.00 [261.08] |
| 65 to 74  | 27.00 [79.81]   | 164.00 [94.22]  | 83.00 [99.54]   | 306.00 [132.35] | 619.00 [171.94]  |
| 75+       | 72.00 [121.79]  | 80.00 [95.65]   | 12.00 [36.76]   | 223.00 [123.76] | 450.00 [125.55]  |



CITY COUNCIL  
STAFF REPORT

DATE: April 2, 2019  
TO: Mayor and City Council  
FROM: John W. Donlevy, Jr., City Manager   
SUBJECT: General Plan Element Overview- Land Use

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**RECOMMENDATION:**

That the City Council

**BACKGROUND:**

**Winters General Plan:**

The City of [Winters General Plan](#) was adopted in 1992 and contains the following elements which conform to State mandated elements:

- **Land Use** Element which depicts the proposed land uses, standards and policy goals for all areas within both the City limits and overall sphere of influence.
- Housing Element which outlines the overall goals for housing and affordable housing.
- **Health and Safety** Element which includes the mandated “**Safety**” and “**Noise**” elements from State guidelines.
- **Transportation/Circulation** Element which provides the overall goals and policies for roadways and traffic within the City.
- **Natural Resources** Element which includes the mandated provisions for “**Conservation**” and “**Open Space**”.

The Winters General Plan also includes the following “non-required” elements:

- **Community Design** Element which focuses on the physical form of development and the concepts of promoting architecture, pedestrian orientation, community character and quality streetscapes;

## General Plan Element Overview- Land Use

Agenda Report- April 2 2019

Page 2

- **Public Facilities and Services** Element which outlines goals for water, wastewater, storm drainage, solid waste, public safety, library and schools;
- **Recreation and Cultural Resources** Element which establishes goals for parks, the preservation of the historic downtown and the importance of quality recreational opportunities for residents and visitors.

Additionally, the City has an **Administration** Element which enables the overall administration of the City's General Plan.

Tonight's review is on Land Use.

### Land Use:

*"The most fundamental decisions in planning begin with land use: what to put where. Land use planning envisions the future of a city or county and interacts with all other elements of planning. At its best, the land use element will reflect the community's vision; promote thoughtful, equitable, and accessible distribution of different land uses, including residential, commercial, industrial, agricultural, and open space; and align well with other general plan elements. Planners can also use the land use element as a tool to improve public health, reduce infrastructure costs, enhance local economies, and address long-term environmental issues such as climate change and water resources."*

The Winters General Plan Land Use element outlines the following goals:

- Orderly, well-planned, and balanced growth
- Development of a pedestrian-oriented central business district that includes retail commercial, office, residential, civic, cultural, and recreational uses.
- Range of residential densities to accommodate the housing needs of all income groups expected to reside in Winters.
- Adequate land for and promote the development of commercial uses providing goods and services to Winters' residents, employees, and visitors.
- Adequate land for and promote development of industrial uses that create jobs and enhance the economy of Winters.
- Adequate land for development of public and quasi-public uses to support existing and new residential, commercial, and industrial land uses.

The Land Use element includes a number of implementing documents which include the following:

- **Zoning Code** which was adopted in 1992 provides the definitions and allowable uses throughout the land uses. Adopted in 1992, the zoning code has been amended to meet State and local needs throughout the years. The City currently has a subcommittee to review the Zoning Code definitions to modernize and simplify the wording to help clarify uses in a more modern context.

## General Plan Element Overview- Land Use

Agenda Report- April 2 2019

Page 3

- [Downtown Master Plan](#) which was adopted in 2006 and provided for the overall redevelopment of the City's downtown. The plan includes for infrastructure, zoning, parking, building preservation/renovation and pedestrian and bike policies.
- [Form Based Code](#) (FBC) was adopted in 2009 and is a land use regulating plan for the Downtown Zoning District. The FBC is mapped within the [Downtown Master Plan Area](#) and consists of an overall [Regulating Plan](#) and includes [Development Standards](#).
- [Alley Activation Plan](#) is a sub-plan for the Downtown Master Plan and includes strategies and land allowances for the activation of a vibrant use of alleys in the downtown core.
- Historic Preservation studies have been developed for the possible rehabilitation of key properties within the historic downtown core. These include the [Downtown Market Feasibility Study](#) which was completed in 2009 and evaluated the Devillibis Hotel, Putah Creek Café and Masonic Buildings with costs for seismic and functional retrofits. This supplanted a previous review from 1995 of the [Masonic Building](#) for similar renovation estimates.
- [Parking Master Plan](#) for Downtown Winters which implements goals and plans to improve parking within the area.

The Land Use Element is a foundational element for the entire General Plan. Land Use dictates the formation of the key master plans and is a key aspect of the overall economics of a community.

**FISCAL IMPACT:** None by this action.