



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, August 6, 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*

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, July 16, 2019 (pp. 5-9)
- B. Purchase and Installation of Level Transmitter and Low-Level Float at East Street Pump Station (pp. 10-12)
- C. Amplified Sound Permit for Winters Community Thanksgiving Dinner Fundraiser (pp. 13-18)
- D. Resolution 2019-32 A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills and Requesting Collection of Charges on Tax Roll (pp. 19-22).
- E. Resolution 2019-33 A Resolution of the City Council of the City of Winters Confirming Delinquent Solid Waste Bills and Requesting Collection of Charges on Tax Roll (pp. 23-26)
- F. Claim Against the City of Winters – Ashlee Kendrick (pp. 27-53)
- G. Claim Against the City of Winters – Iran & Brian Murphy (pp. 54-56)
- H. Claim Against the City of Winters – Michele Dill (pp. 57-70)
- I. Claim Against the City of Winters – Carrie Peppers (pp. 71-74)
- J. Claim Against the City of Winters – Ron Peppers (2) (pp. 75-82)
- K. Claim Against the City of Winters – Adriana Soto (pp. 83-93)
- L. Claim Against the City of Winters – Cameron Adams (pp. 94-96)
- M. Claim Against the City of Winters – Lori Catalano (pp. 97-112)
- N. Claim Against the City of Winters – Mid-Century Insurance Company ASO Lori Catalano (pp. 113-135)

PRESENTATIONS

- Civic Spark Fellow - Climate Resiliency Toolbox (pp. 136-158)

DISCUSSION ITEMS

- 1. Public Hearing, Introduction and Waive the First Reading of Ordinance 2019-02, an Ordinance of the City Council of the City of Winters Proposing Amendments to Chapter 17.12, Planning

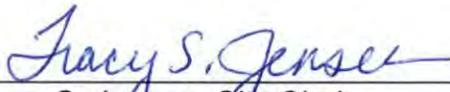
- Agency, and Adding Chapter 17.54, Vacation Rentals, to Title 17 (Zoning Ordinance) of the Winters Municipal Code (pp. 159-175)
2. Resolution 2019-31, a Resolution of the City Council of the City of Winters Designating an Alternate Liaison for Yolo County Housing (pp. 176-177)
3. Authorization for Purchase of Upgrade to the Energov Building Permit Software (pp. 178-208)
4. General Plan Element Review – Natural Resources (pp. 209-211)

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the August 6, 2019 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on August 1, 2019, and made available to the public during normal business hours.



Tracy S. Jensen, City Clerk

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

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

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

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

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View on the internet: www.cityofwinters.org/administrative/admin_council.htm

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

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

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

City Hall – Finance Office - 318 First Street

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



Minutes of the Regular Meeting of the Winters City Council
Held on July 16, 2019

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

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu, Mayor Pro Tem Wade Cowan and Mayor Bill Biasi

Absent: None

Staff: City Manager John W. Donlevy, Jr., City Attorney Ethan Walsh, Economic Development/Housing Manager Dan Maguire, Public Works Superintendent Eric Lucero, Police Chief John Miller, Police Sergeants Jose Hermosillo and Kelly McCoy, Police Detective David Gonzalez, Police Officers Victor Barajas and Alan Pinette, and City Clerk Tracy Jensen

Tina Lowden led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy confirmed the agenda had been revised to include the Police Department presentation. Motion by Council Member Cowan, second by Council Member Loren to approve the revised agenda. Motion carried with the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

COUNCIL/STAFF COMMENTS: Verbal updates were provided by Council.

PUBLIC COMMENTS: Al Vallecillo, 210 Main St., thanked Mayor Biasi for proposing a workshop or meeting to be held regarding annexation. He said the process has started and the developer is working on a specific plan without any

input from the citizens in the community. He asked Council to refer to the letter that was e-mailed to them today.

As this is not an agenda item, Mayor Biasi confirmed that Council is unable to discuss the matter, but confirmed that a workshop will be scheduled to address these questions and public input will be invited.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 2, 2019
- B. El Rio Villa Sewer Services MOU Renewal
- C. Claim Against the City of Winters - Christopher Bennett
- D. Resolution 2019-30, a Resolution of the City Council of the City of Winters Authorizing Bids for Phase 2 WWTF Influent Screen Project and Approve a Budget Adjustment for the Revised Project Budget Sheet

City Manager Donlevy gave an overview. For Item B, the El Rio Villa Sewer Services MOU with Yolo Housing, unnecessary language is being stricken as follows: a portion of Section 1, Item 2, Service, is being revised to exclude "to be located at the site of the existing Winters Wastewater Treatment Plant", which references the old main pump station. Section 5, Item 1, Rates & Fees, is being revised to exclude all verbiage except for "The current rate of \$67.02 per unit sewer service fee per month (\$8,310.48/month).

If Item D, Authorizing Bids for Phase 2 WWTF Influent Screen Project, is approved, staff will hold until a funding opportunity becomes available.

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

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

PRESENTATIONS

Robert Burris, President and CEO of Solano Economic Development Corporation, gave a power point presentation entitled "Solano Means Business" which included annual highlights, a marketing update, revenue growth, the housing affordability index, business prospect activity, marketing metrics, on-line

tools, research and services. Robert provided suggestions for the strategy and tactics for Winters and to find a way to work together to create opportunities and added that development is a team sport.

Mayor Biasi said the Winters EDAC has also discussed many of these things, including connections with other groups in the area. City Manager Donlevy said the Winters EDAC report's first two recommendations talk about collaboration. So many in Winters are looking for jobs within the community and the ability to generate jobs locally is so important. Hotel Winters is a great example of job creation. Most residents drive out of town and head south to Solano County, but regarding food and ag technology, some of the best agricultural minds can be found in Winters, California. Mayor Biasi said the City should focus on ag and food products and Robert Burris said he values these types of new opportunities, the value of their output, and the jobs they create.

Winters Police Chief John Miller then presented commendations to the following Police Officers:

Winters Police Officer Alan Pinette was commended for his project in bringing Narcan to the department. He also collaborated with Winters Healthcare to develop an emergency trauma kit to be carried in the police vehicles. He was ahead of the curve when he brought Narcan to the department, free of charge. Since 2018, Narcan has become a statewide protocol.

Winters Police Detective David Gonzalez was commended for heading up the investigation that led to the arrest and conviction of Margarito Alvarez, a child molester who was recently sentenced to 90 years to life behind bars. Officer Gonzalez said it was a team effort and thanked the community and the Police Department for their efforts.

Winters Police Sergeant Jose Hermosillo was commended for responding quickly to a house fire on Hillview Lane on June 5th, ushering residents to safety and offering his assistance at the scene. Sergeant Hermosillo said he was lucky to be patrolling in the area and he did what any of the other officers would have done.

City Manager Donlevy said he was proud of our officers and Mayor Biasi thanked the officers for their hard work and for making us proud to have them as our officers.

DISCUSSION ITEMS

1. Designation of a Voting Delegate and Up To Two Alternates for the League of California Cities Annual Conference

Mayor Biasi said Council Member Loren has done a great job as the City's representative to the League. Following some discussion, a motion was made by Council Member Neu and seconded by Mayor Pro Tem Cowan to designate Council Member Jesse Loren as the Voting Delegate at the League of California Cities Annual Conference, scheduled for October 16 - 18 in Long Beach. Motion carried with the following vote:

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

CITY MANAGER REPORT: City Manager Donlevy said he was honored to introduce Sue Moualin, the new Executive Director for the Winters Chamber of Commerce, who comes to Winters from Solvang, a destination community. Sue brings with her many qualifications not only as Executive Director, but she and her husband are also small business owners and will encourage other small business owners to come to Winters. Sue has a great background in collaboration, working with economic development groups, City Council members, and regional groups.

As an owner of a sealant and coating manufacturing business with her husband, she comes from a business background. While in Solvang, Sue ran the Chamber of Commerce and worked on the EDAC committee for the City and the County as a voting member. She hopes to bring her expertise to Winters and supports this great town as it moves forward.

The Council welcomed Sue and Mayor Biasi said she was off to a good start by getting us going and get some economic development in Winters. Sue said she has a lot of great people helping and she truly appreciates the wonderful reception she has received.

City Manager Donlevy said some comments received regarding the EDAC report will be discussed at the next Planning Commission meeting. A report will then be brought back to Council at the August 20th City Council meeting.

Council Member Loren inquired about the Civic Spark fellow. City Manager Donlevy said the City received a partial grant to work on climate issues and after interviewing 4 or 5 candidates, staff focused on one gentleman, a recent UCD graduate who is very passionate about the environment. The fellowship starts after September and he will be limited to 1,300 hours. Once he is on board, he will be introduced to Council.

ADJOURNMENT: Mayor Biasi adjourned the meeting at 7:39 p.m.

Bill Biasi, MAYOR

ATTEST:

Tracy S. Jensen, City Clerk

DRAFT



TO: Honorable Mayor and Councilmembers
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager *CS*
DATE: July 16, 2019
SUBJECT: Purchase and Install of Level Transmitter and Low Level Float at East Street Pump Station (ESPS)

RECOMMENDATION: Council approve purchase of new Level Transmitter and Low Level Float for ESPS estimated costs \$7000

BACKGROUND: Staff recommends the purchase and installation of new submersible level transmitter to replace the existing ultrasonic level transmitter at the ESPS. Contractor will also perform the necessary programming on the control panel to integrate a float switch to stop the pumps at low levels when system is in automatic mode, and to allow pumps to run at low levels when system is in manual mode. These upgrades will improve the ESPS day to day efficiency and reliability.

FISCAL IMPACT: Quote for parts is \$6124 (plus taxes and estimated freight) we expect total to be around \$7000

318 First Street
Winters, CA 95694
Phone.530.795.4910
Fax. 530.795.4935

COUNCIL MEMBERS

Harold Anderson
Jesse Loren
Pierre Neu

MAYOR

Bill Biasi

MAYOR PRO TEM

Wade Cowan

CITY CLERK

Tracy Jensen

CITY TREASURER

Shelly Gunby

CITY MANAGER

John W. Donlevy, Jr.



Contractor License #422364

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

June 4, 2019

City of Winters
Wastewater Treatment Plant
19 E Baker Street
Winters, CA 95694

Sent via Email: JIM.KEATING@CITYOFWINTERS.ORG

Attn: Jim Keating
Subject: Installation for Submersible Level Transmitter at the Wastewater Treatment Plant.
Reference: SR34183

Dear Jim,

Telstar is pleased to provide a quote for the referenced project. Based on my understanding of the project, we will provide labor and materials for the following:

1. Supply a submersible level transmitter which will be installed in place of the existing ultrasonic level transmitter at the plant wet well.
2. Install Hardware and a pipe at the wet well for installing the submersible level transmitter.
3. Provide new cable from the PLC out to the new level transmitter for the 4-20 loop wiring.
4. Testing to confirm level transmitter is working after installation completed.

The cost of this project as outlined\$4,824.18
Tax and freight are not included

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. All pricing is based on Telstar’s standard Terms and Conditions.
- b. Telstar’s quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- c. We assume no responsibility for performance, applicability, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- d. Telstar is supplying only equipment specified and noted above.

TERMS AND CONDITIONS

Base Terms: Quotation is valid for 30 days from above date. Our terms are due and payable 30 days from date of invoice. Payments must be made on a minimum of a monthly basis. If payment is not received by the 30th day, a

1717 Solano Way, Unit 34, **Concord**, CA 94520 Phone 925-671-2888, Fax 925-671-9507
4017 Vista Park Court, **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096
202 South Douty Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028



Contractor License #422364

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

June 4, 2019

City of Winters
Wastewater Treatment Plant
19 E Baker Street
Winters, CA 95694
Sent via Email: JIM.KEATING@CITYOFWINTERS.ORG

Attn: Jim Keating
Subject: Programming for new Submersible Level Transmitter and the Low-Level Float Switch at the Treatment Plant Wet Well
Reference: SR34183

Dear Jim,

Telstar is pleased to provide a quote for the referenced project. Based on our discussions we are planning the following:

1. Have Ryan on site at the wastewater treatment plant for programming the new submersible level transmitter reading at the plant PLC.
2. Program changed for the low-level float switch to stop the pumps on low-level when system is in automatic but not in hand mode.
3. Test and confirm program changes at the PLC are working to Jim Keating's approval.

The cost of this project as outlined\$1,300.00

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. All pricing is based on Telstar's standard Terms and Conditions.
- b. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- c. We assume no responsibility for performance, applicability, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
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**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Tracy Jensen, Records Manager/City Clerk
SUBJECT: Approval of Amplified Sound Permit Application

RECOMMENDATION:

Approve the Amplified Sound Permit Application submitted by Marie Heilman, who is planning a fund-raising event to be held at City Park to benefit the Winters Community Thanksgiving dinner, which is held annually on Thanksgiving Day.

BACKGROUND:

Due to higher food costs and fewer local donations, the organizers of the Winters Community Thanksgiving Dinner are planning to host an event at City Park on Saturday, September 7th. The event will include food trucks, music, and beverages, including those provided by Green River Brewing & Taproom. All proceeds will go toward the Winters Community Thanksgiving Dinner.

Police Chief John Miller has reviewed and approved the Amplified Sound Permit, which is contingent upon the conditions listed regarding the sale of alcohol.

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

FISCAL IMPACT:

None

Application: 7/15/19

To City Council: 8/6/19

Name of Person(s)/ Organization: Maie Neilman

Contact: Self

Business Address: 7932 North Locke Road
Vacaville CA 95088

Telephone: 530 219 9467

Telephone: (530) 219-9467

Type of Event: Fundraiser for Winters Community Thanksgiving Dinner

Purpose of Event: (ie; fundraiser, parade, festival, etc.):

Date/Time of Event: September 7th, 2019 From: 4 pm To: 9 pm

Location/Address of Event: food truck & music fundraiser

Rated Output of Amplifier in Watts: 350 100 (100)

Number of Speakers: 4

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: Maie Neilman

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: 7/20/19

Authorized Signature: [Signature]

City Council: Approved Denied Date: _____

Authorized Signature: _____

Address	Owner's Last Name	Object	Approve/Sign	NH*
406 Main St.				NH
408 Main St.				NH
410 Main St.	TAYLOR	N	Dm w/af	
414 Main St vacant		N/A		NH
416 Main St.				NH
418 Main St.	Bowden	N	Shirley Bowden	
421 Main St.	CAMPBELL	N	Julie Kay Campbell	
422 Main St.				
318 Haven St.	FRANCO	N	X	
419 Haven St.				NH
415 Abbey St.				NH
413 Abbey St.				NH
411 Abbey St.	Escolini	N	M. Escolini	
409 Abbey St.	Pacheco	N	Linda	
407 Abbey St.	DEFRANCA	N	FRANK	
405 Abbey St.	Gibson	N	Peggy Gibson	
403 Abbey St.				NH
401 Abbey St.	Siozil	N	B. Siozil	
315 Abbey St.				NH
316 Abbey St.				NH
311 Main St.	Kermos	N	Mary Patrick	
412 Main St.	MATHIAS	N	[Signature]	
423 Main St.	Barajas	N	[Signature]	

#1 7/6/18 3-4pm

#3 7/17/18 5:30pm - 6:30pm

* NH-Attempted to contact but noone was home.

STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
ALCOHOLIC BEVERAGE LICENSE

CATERER PERMIT

VALID FROM

Feb 01, 2019

OLD GREEN RIVER PARTNERS, LLC
145 EDINBURGH CIR
DANVILLE, CA 94526

EXPIRES

Jan 31, 2020

TYPE NUMBER DUP

58 576784 1

AREA CODE

4800 22

BUSINESS ADDRESS
(IF DIFFERENT)

DBA: GREEN RIVER TAP ROOM
4513 PUTAH CREEK RD
WINTERS, CA 95694-9628

RENEWAL

CONDITIONS

OWNERS: OLD GREEN RIVER PARTNERS, LLC



STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
ALCOHOLIC BEVERAGE LICENSE

ON-SALE GENERAL EATING PLACE

VALID FROM

Mar 25, 2019

OLD GREEN RIVER PARTNERS, LLC
145 EDINBURGH CIR
DANVILLE, CA 94526

EXPIRES

Jan 31, 2020

TYPE NUMBER DUP

47 576784

AREA CODE

4800 22

BUSINESS ADDRESS
(IF DIFFERENT)

DBA: GREEN RIVER BREWING & TAPROOM
4513 PUTAH CREEK RD
WINTERS, CA 95694-9628

EXC

CONDITIONS

OWNERS: OLD GREEN RIVER PARTNERS, LLC





John P. Miller, Chief of Police

Winters Police Department

702 Main Street, Winters, CA. 95694

Dispatch (530) 795-4561 | Office (530) 795-2261 | Fax (530) 795-3921

July 25, 2019

Marie Heilman
7932 North Locke Rd.
Vacaville, CA 95688

Dear Ms. Heilman,

I have reviewed and approved the Facilities Use Application and Amplified Sound Permit for the Winters Community Thanksgiving Dinner fundraising event you have requested to host in the City of Winters "City Park" on September 7, 2019. This approval is contingent upon the conditions listed below due to the event being open to the public and the serving of alcohol by the Green River Taproom.

I have consulted with the California Department of Alcoholic Beverage Control and was advised the Green River Taproom may serve alcohol through their Caterer's Permit so long as the Green River Taproom is specifically hired by you to serve alcohol at the event.

In accordance with the conditions for sales and consumption of alcohol in public locations, the following conditions will apply to this event, as well:

- Licensee must comply with all relevant City of Winters Municipal Codes, County of Yolo Codes, and State of California Codes.
- Licensee will provide proof of contracting with a licensed uniform security company for the specified number of Security Officers: 2.
- No person under the age of 21 years is allowed to enter and remain in the licensed premises without lawful business therein.
- No alcoholic beverages are allowed beyond licensed premises.
- Licensed premises must be bordered entirely by 4' orange safety barrier fence.
- Signs must be posted at all exits of licensed premises: "NO ALCOHOL BEYOND THIS AREA."
- Alcoholic beverage cups will be distinguishable from soft drinks cups.
- Cups will not be larger than 16 oz.
- Event personnel serving alcohol must present proof of completion of the online California Department of Alcoholic Beverage Control LEAD (Licensee Education on Alcohol and Drugs) Training Program.
- Event personnel (volunteers, bartenders, staff, and security) are prohibited from consuming alcoholic beverages while working.
- Alcohol service must cease one (1) hour before end of event, no later than: 8:00 PM.
- Required to display designated driver banner provided by Winters Police Department (requires refundable \$125 deposit).



John P. Miller, Chief of Police

Winters Police Department

702 Main Street, Winters, CA. 95694

Dispatch (530) 795-4561 | Office (530) 795-2261 | Fax (530) 795-3921

Please do not hesitate to contact me if you have any questions

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Miller".

John P. Miller

Chief of Police

Winters Police Department

NOTE: copy emailed to Marie Heilman on 7/27/2019 at 3:04 PM immediately following phone conversation reviewing outlined conditions.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Resolution 2019-32 Confirming Delinquent Utility Bills

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2019-32 A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills.

BACKGROUND:

The City of Winters bills each property owner for water, sewer and municipal services tax on a monthly basis. The Finance Department has procedures in place to collect charges that are not paid on a timely basis. This resolution allows for the unpaid amounts to be placed on the property owner's property as a lien, and, be assessed to the property owner on the property tax bill issued by the County of Yolo. Past due amounts are collected by the County of Yolo at the time property taxes are paid, and then remitted to the City of Winters, thereby preventing accounts from becoming uncollectible.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution 2019-32

RESOLUTION 2019-32

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS CONFIRMING
DELINQUENT UTILITY BILLS AND REQUESTING COLLECTION OF CHARGES
ON TAX ROLL**

WHEREAS, the City of Winters provides utility services within the city limits; and

WHEREAS, the Municipal Code of the City of Winters by its terms in Section 13.04.080 provides that the owners of the respective real properties are the recipient of said services, and liable for the costs therefor; and

WHEREAS, several of said property owners have failed to pay for said utility services;
AND

WHEREAS, the County has required as a condition of the collection of said charge that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

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

1. The City of Winters has delinquent accounts in the amounts included on Attachment A.
2. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges attached hereto.
3. The City warrants and represents that the taxes, assessment, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state laws, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218)
4. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses damages, causes of action, and judgements, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of the City.
5. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties) from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgements, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for the City, of in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that , in the event a judgement is entered in court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County

may offset the amount of the judgment from any other monies collected by the County on behalf of City, including property taxes.

6. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments fees and/or charges and that City will not refer such persons to County officers and employees for response
7. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessment, fees and/or charges, as provided Government Code sections 29304 and 51800.

PASSED AND ADOPTED by the City Council, City of Winters, this 6th day of August, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bill Biasi, Mayor

ATTEST:

Tracy Jensen, CITY CLERK

City of Winters
 Resolution 2019-32
 Attachment A
 2019 Utility Liens

AMOUNT DUE	PARCEL #	AMOUNT DUE	PARCEL #
\$ 237.56	003-510-012-000	\$ 803.06	003-405-006-000
\$ 318.66	003-273-007-000	\$ 302.48	003-182-079-000
\$ 1,256.11	003-273-007-000	\$ 324.72	003-182-078-000
\$ 1,046.23	003-480-049-000	\$ 1,585.17	003-146-014-000
\$ 185.05	003-492-031-000	\$ 273.34	003-173-013-000
\$ 356.12	003-160-058-000	\$ 713.60	003-442-004-000
\$ 474.55	003-281-008-000	\$ 310.68	003-230-017-000
\$ 1,134.49	003-473-005-000	\$ 217.02	003-410-042-000
\$ 1,410.41	003-160-041-000	\$ 417.32	003-480-024-000
\$ 1,052.62	003-444-001-000	\$ 1,130.20	003-160-014-000
\$ 299.58	003-492-020-000	\$ 397.44	003-441-014-000
\$ 234.20	003-492-054-000	\$ 324.72	003-480-061-000
\$ 906.70	030-371-009-000	\$ 304.40	003-272-004-000
\$ 1,238.60	003-472-009-000	\$ 340.03	003-441-016-000
\$ 1,243.82	003-424-003-000	\$ 418.34	003-473-008-000
\$ 2,173.96	003-380-025-000	\$ 432.56	003-404-009-000
\$ 126.71	003-531-010-000	\$ 208.24	003-524-007-000
\$ 449.08	030-371-007-000	\$ 369.48	003-182-090-000
\$ 445.67	038-203-008-000	\$ 285.42	038-201-007-000
\$ 369.28	003-421-009-000	\$ 172.43	003-130-024-000
\$ 2,446.89	003-192-003-000	\$ 401.50	003-514-008-000
\$ 514.95	003-471-008-000	\$ 239.28	003-182-085-000
\$ 264.90	003-450-005-000	\$ 553.26	003-146-001-000
\$ 1,612.04	038-170-019-000	\$ 14,282.55	003-282-002-000
\$ 648.33	003-515-008-000	\$ 10,543.03	003-282-002-00
\$ 1,373.90	003-503-016-000	\$ 1,481.88	003-154-010-000
\$ 395.27	003-492-039-000	\$ 254.78	003-524-018-000
\$ 99.66	003-462-002-000	\$ 427.86	003-341-029-000
\$ 431.81	003-221-006-000	\$ 1,517.92	038-205-005-000
\$ 344.08	003-424-024-000	\$ 297.40	003-441-009-000
\$ 196.44	003-194-007-000	\$ 494.75	003-536-005-000
\$ 373.12	003-141-014-000	\$ 371.35	003-501-001-000
\$ 396.04	003-281-013-000		
\$ 277.94	003-480-038-000		
\$ 534.68	003-404-001-000		
\$ 70.22	003-341-031-000		
\$ 225.04	038-201-008-000		
\$ 237.26	038-203-007-000		
\$ 146.68	038-204-006-000		
\$ 507.93	003-466-009-000		
\$ 316.40	003-463-005-000		



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Resolution 2019-33 Confirming Delinquent Solid Waste Bills

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2019-33. A Resolution of the City Council of the City of Winters Confirming Delinquent Solid Waste Bills and Request collection of Charges on the Tax Roll

BACKGROUND:

Waste Management provides solid waste collection pursuant to a contract with the City of Winters to real property within the City Limits.

Several real property owners within the City of Winters have failed to pay for solid waste collection services and have accounts that are delinquent for a period of more than 60 days. The contract with Waste Management has a provision which allows for the placement of past due accounts on the Tax Rolls to be collected by the tax collector through the property tax system. This is very similar to what the City of Winters does with delinquent water and sewer bills.

FISCAL IMPACT:

None

ATTACHEMENTS:

Resolution 2019-33

RESOLUTION 2019-33

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS CONFIRMING
DELINQUENT SOLID WASTE BILLS AND REQUESTING COLLECTION OF
CHARGES ON TAX ROLL**

WHEREAS, Waste Management provides solid waste collection pursuant to a contract with the City of Winters to real property within the city limits; and

WHEREAS, the Municipal Code of the City of Winters by its terms in provides that the owners of the respective real properties are the recipient of said services, and liable for the costs therefor; and

WHEREAS, several of said property owners have failed to pay for said utility services;
AND

WHEREAS, the County has required as a condition of the collection of said charge that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

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

1. Waste Management has delinquent accounts in the amounts included on Attachment A.
2. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges attached hereto.
3. The City warrants and represents that the taxes, assessment, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state laws, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218)
4. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses damages, causes of action, and judgements, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of the City.
5. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties) from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgements, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for the City, of in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that , in the event a judgement is entered in court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County

may offset the amount of the judgment from any other monies collected by the County on behalf of City, including property taxes.

6. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments fees and/or charges and that City will not refer such persons to County officers and employees for response
7. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessment, fees and/or charges, as provided Government Code sections 29304 and 51800.

PASSED AND ADOPTED by the City Council, City of Winters, this 6th day of August, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bill Biasi, Mayor

ATTEST:

Tracy Jensen, CITY CLERK

City of Winters
 Resolution 2019-33
 Attachment A
 2019 Solid Waste Liens

APN	LIEN BALANCE (90+DAYS)	APN	BALANCE (90+DAYS)
003-242-017-000	\$76.83	003-272-003-000	\$425.32
003-501-001-000	\$82.79	003-492-054-000	\$368.10
038-201-07-000	\$153.70	003-503-016-000	\$477.94
003-524-006-000	\$83.00	038-204-006-000	\$607.01
038-205-004-000	\$166.00	003-480-038-000	\$559.82
030-372-020-000	\$83.00	038-202-002-000	\$663.24
030-361-029-000	\$83.00	003-182-081-000	\$570.32
003-536-003-000	\$83.00	003-342-016-000	\$570.32
003-424-003-000	\$166.80	003-445-003-000	\$570.32
003-404-001-000	\$167.24	003-410-042-000	\$570.32
003-463-009-000	\$85.54	030-371-007-000	\$570.32
003-423-013-000	\$80.21	038-205-005-000	\$570.32
003-501-028-000	\$87.57	038-203-007-000	\$570.32
038-203-008-000	\$94.30	038-205-013-000	\$570.32
003-473-008-000	\$97.45	003-444-001-000	\$570.32
003-281-008-000	\$107.23	003-272-014-000	\$570.32
003-441-009-000	\$150.20	003-272-015-000	\$570.32
003-441-020-000	\$166.87	003-472-009-000	\$570.32
003-532-018-000	\$166.87	003-380-025-000	\$570.32
003-501-017-000	\$166.87	003-501-012-000	\$587.00
003-424-022-000	\$179.74	039-086-008-000	\$595.82
003-173-013-000	\$202.74	003-271-022-000	\$612.02
003-341-031-000	\$200.00	003-130-019-000	\$616.66
003-182-090-000	\$217.88	003-144-003-000	\$619.51
003-502-012-000	\$161.91	003-146-014-000	\$557.38
003-460-013-000	\$228.75	003-192-003-000	\$800.42
003-171-014-000	\$78.00	003-160-014-000	\$767.56
003-523-018-000	\$244.93	003-282-002-000	\$1,779.45
003-221-006-000	\$296.47	003-282-019-000	\$2,405.70
030-371-009-000	\$318.43		
316-003-500-000	\$342.25		
003-514-008-000	\$339.77		
003-141-014-000	\$351.38		
038-190-025-000	\$383.22		
003-154-010-000	\$386.07		
003-480-049-000	\$397.44		
038-170-019-000	\$390.47		
003-480-058-000	\$422.96		



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Ashlee Kendrick

RECOMMENDATION:

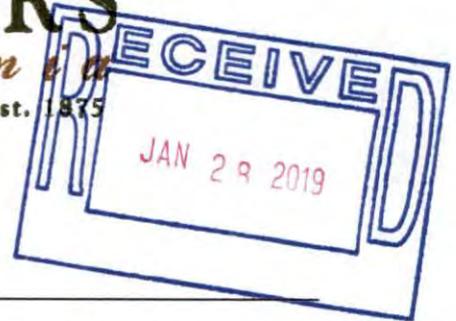
It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is rejected and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) City of Winters

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT <u>Ashlee Kendrick</u>		Date of Birth of Claimant <u>09/02/1982</u>
Home Address of Claimant <u>620 Foxglove Circle</u>		City and State <u>Winters CA</u>
Business Address of Claimant <u>431 Cleveland Street</u>		City and State <u>Woodland CA</u>
		Occupation of Claimant <u>Assistant</u>
		Home Telephone Number <u>(530) 681 8584</u>
		Business Telephone Number <u>(530) 681 8584</u>
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: <u>404 Dry Creek Lane, Winters CA. 95694 (530) 681 8584</u>		
When did DAMAGE or INJURY occur? Date <u>1/16/19</u> Time <u>6:30 pm</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / <u>NO</u> (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____		

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.

620 Foxglove Circle

Describe in detail how the DAMAGE or INJURY occurred:

The retention pond that my home backs up to over-flowed and flooded my home

Names of any employees involved in INJURY or DAMAGE:
Why do you claim the Entity is responsible?

I contacted Eric Lucero Wednesday, Jan 16 at 7:30 am in fear that the retention pond was close to my home.

The pond should have never filled to the levels it was Wednesday, Jan 16th

Describe in detail each INJURY or DAMAGE: Expenses are on going
 The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)		Estimated prospective damages as far as known	
Damage to property.....	\$ 100,000.00 +	Future expenses for medical and hospital care.....	\$ 0
Expenses for medical and hospital care.....	\$ 0	Future loss of earnings.....	\$ 3000.00
Loss of earnings.....	\$ 1,500.00	Other prospective special damages.....	\$ 1600.00
Special damages for.....	\$	Total estimate prospective damages.....	\$
General Damages.....	\$		
Total damages Incurred to date.....	\$		

Total amount claimed as of date of presentation of the claim: \$

Was damage and/or injury investigated by police? NO If so, what city? _____
 Were paramedics or ambulance called? NO If so, name city or ambulance _____
 If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

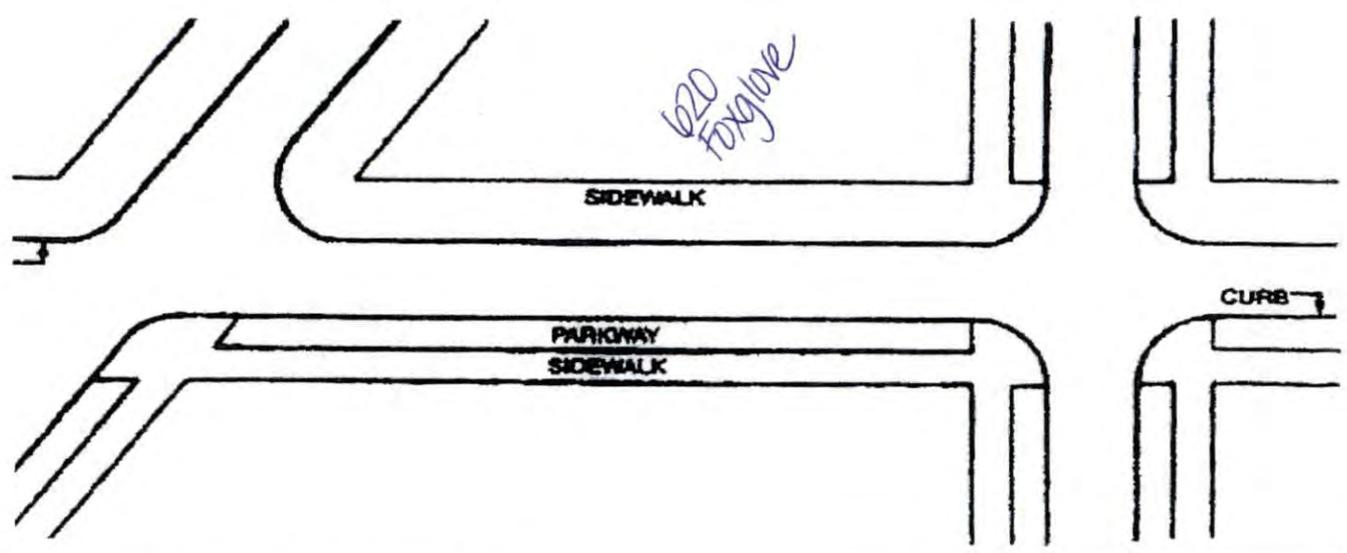
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.	NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.
---	--



Signature of Claimant or person filing on his behalf giving relationship to Claimant: <u>Ashlee Kendrick</u>	PRINT Name: <u>Ashlee Kendrick</u>	Date: <u>Jan 28th 2017</u>
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NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



American Technologies, Inc.

2965 Ramco Street
West Sacramento, California 95691
(916) 388-2440 (phone) / (916) 388-2445 (fax)
www.ATIrestoration.com
License # 571784
Fed Tax ID: 33-0352215

Client: Ashlee Kendrick
Property: 620 Foxglove Circle
Winters, CA 95694

Home: (530) 681-8584

Operator: JUSTIN.C

Estimator: Moore, Justin
Position: Project Estimator
Company: American Technologies Inc.

Business: (916) 212-2817
E-mail: Justin.chandler-
moore@atirestoration.com

Type of Estimate: Sewage
Date Entered: 1/19/2019 Date Assigned: 1/18/2019
Date Est. Completed: 1/19/2019 Date Job Completed: 1/19/2019

Price List: CASA8X_JAN19
Labor Efficiency: Restoration/Service/Remodel
Estimate: KENDRICK_ASHLEE-53

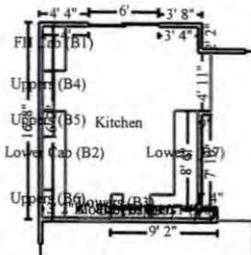


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CONTINUED - Living Room

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
12. WTR	DHM> 1*12	+ Dehumidifier (per 24 hour period) - Large - No monitoring 12.00 EA	0.00+	74.94 =	0.00	899.28
1 dehu for 12 days						
13. WTR	NAFAN 1*3	+ Negative air fan/Air scrubber (24 hr period) - No monit. 3.00 DA	0.00+	75.15 =	0.00	225.45
14. WTR	BASEB PF-9	- Tear out baseboard and bag for disposal - up to Cat 3 62.75 LF	0.85+	0.00 =	0.77	54.11
Totals: Living Room					10.43	3,670.74



Kitchen

Height: 8'

453.79 SF Walls	221.72 SF Ceiling
675.51 SF Walls & Ceiling	221.72 SF Floor
24.64 SY Flooring	56.28 LF Floor Perimeter
58.95 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

2' 8" X 6' 8"

Opens into LIVING_ROOM

Missing Wall

4' 10 5/8" X 8"

Opens into DINING_ROOM

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
15. WTR	BARR 63	+ Containment Barrier/Airlock/Decon. Chamber 63.00 SF	0.00+	0.76 =	0.37	48.25
16. WTR	SNKDD 1	+ Sink - double bowl - Detach 1.00 EA	0.00+	28.75 =	0.00	28.75
17. WTR	RGGD 1	+ Range - freestanding - gas - Detach 1.00 EA	0.00+	34.79 =	0.00	34.79
18. WTR	RFD 1	+ Refrigerator - Detach 1.00 EA	0.00+	26.09 =	0.00	26.09
19. WTR	DWD 1	+ Dishwasher - Detach 1.00 EA	0.00+	59.18 =	0.00	59.18
20. WTR	CABLOW 19	- Tear out cabinetry - lower (base) units 19.00 LF	8.27+	0.00 =	0.00	157.13

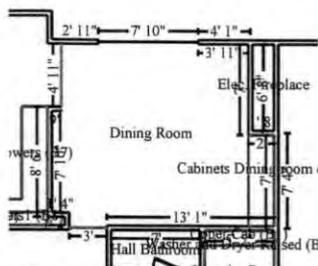


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CONTINUED - Kitchen

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
21. WTR	CABFH 3.75	- Tear out cabinetry - full height unit 3.75 LF	9.91+	0.00 =	0.00	37.16
22. WTR	CTSS 48	- Tear out countertop - solid surface/granite 48.00 SF	4.75+	0.00 =	0.00	228.00
23. WTR	BASEB 5.5	- Tear out baseboard and bag for disposal - up to Cat 3 5.50 LF	0.85+	0.00 =	0.07	4.75
24. WTR	DRYWLS PF-13.5	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3 42.78 LF	4.80+	0.00 =	0.99	206.33
25. WTR	INSS 47.32	- Tear out and bag wet insulation - Category 3 water 47.32 SF	1.08+	0.00 =	0.21	51.32
26. WTR	FCWLS F	- Tear out non-salv floating floor & bag - Category 3 water 221.72 SF	2.48+	0.00 =	1.13	551.00
27. WTR	HEPAVAL 85.56	+ HEPA Vacuuming - Light - (PER SF) 85.56 SF	0.00+	0.32 =	0.00	27.38
28. WTR	GRM 85.56+F	+ Apply anti-microbial agent to more than the floor 307.28 SF	0.00+	0.24 =	0.67	74.42
29. CLN	AV WC-85.56	+ Clean part of the walls and ceiling 589.95 SF	0.00+	0.34 =	0.43	201.01
30. CLN	STD 85.56	+ Clean stud wall 85.56 SF	0.00+	0.73 =	0.12	62.58
31. CLN	F- F	+ Clean floor 221.72 SF	0.00+	0.41 =	0.00	90.91
Totals: Kitchen					3.99	1,889.05



Dining Room

Height: 9'

502.40 SF Walls	225.11 SF Ceiling
727.50 SF Walls & Ceiling	225.11 SF Floor
25.01 SY Flooring	54.95 LF Floor Perimeter
54.95 LF Ceil. Perimeter	

Missing Wall

4' 10 5/8" X 9'

Opens into KITCHEN

Missing Wall

3' X 9'

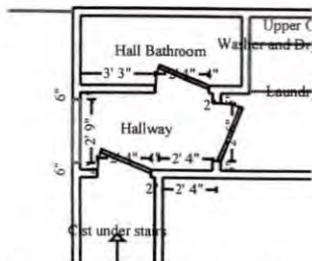
Opens into LIVING_ROOM



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CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
32. WTR	BARR	+ Containment Barrier/Airlock/Decon. Chamber				
	38.75	38.75 SF	0.00+	0.76 =	0.22	29.67
		Plastic covering on window				
33. WTR	CABFH	- Tear out cabinetry - full height unit				
	7	7.00 LF	9.91+	0.00 =	0.00	69.37
34. WTR	BASEB	- Tear out baseboard and bag for disposal - up to Cat 3				
	PF-27	27.95 LF	0.85+	0.00 =	0.34	24.10
35. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	PF-16	38.95 LF	4.80+	0.00 =	0.90	187.86
36. WTR	INSS	- Tear out and bag wet insulation - Category 3 water				
	12	12.00 SF	1.08+	0.00 =	0.05	13.01
37. WTR	FCWLS	- Tear out non-salv floating floor & bag - Category 3 water				
	F	225.11 SF	2.48+	0.00 =	1.14	559.41
38. WTR	HEPAVAL	+ HEPA Vacuuming - Light - (PER SF)				
	77.5	77.50 SF	0.00+	0.32 =	0.00	24.80
39. WTR	GRM	+ Apply anti-microbial agent to more than the floor				
	77.5+F	302.61 SF	0.00+	0.24 =	0.66	73.29
40. CLN	AV	+ Clean part of the walls and ceiling				
	WC-77.5	650.00 SF	0.00+	0.34 =	0.47	221.47
41. CLN	STD	+ Clean stud wall				
	77.5	77.50 SF	0.00+	0.73 =	0.11	56.69
42. CLN	F-	+ Clean floor				
	F	225.11 SF	0.00+	0.41 =	0.00	92.30
43. WTR	NAFAN	+ Negative air fan/Air scrubber (24 hr period) - No monit.				
	1*3	3.00 DA	0.00+	75.15 =	0.00	225.45
44. WTR	DHM>	+ Dehumidifier (per 24 hour period) - Large - No monitoring				
	1*12	12.00 EA	0.00+	74.94 =	0.00	899.28
Totals: Dining Room					3.89	2,476.70



Missing Wall - Goes to Floor

Hallway

Height: 8'

125.10 SF Walls	19.17 SF Ceiling
144.27 SF Walls & Ceiling	19.17 SF Floor
2.13 SY Flooring	15.42 LF Floor Perimeter
18.17 LF Ceil. Perimeter	

2' 9" X 7' 6"

Opens into LIVING_ROOM



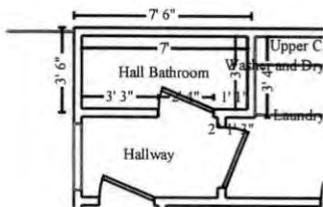
American Technologies, Inc.

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 (916) 388-2440 (phone) / (916) 388-2445 (fax)
 www.ATIrestoration.com
 License # 571784
 Fed Tax ID: 33-0352215

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
45. WTR	BASEB	- Tear out baseboard and bag for disposal - up to Cat 3				
	PF-9.9	5.52 LF	0.85+	0.00 =	0.07	4.76
46. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	PF-9.9	5.52 LF	4.80+	0.00 =	0.13	26.63
47. WTR	FCWLS	- Tear out non-salv floating floor & bag - Category 3 water				
	F	19.17 SF	2.48+	0.00 =	0.10	47.64
48. WTR	HEPAVAL	+ HEPA Vacuuming - Light - (PER SF)				
	11.04	11.04 SF	0.00+	0.32 =	0.00	3.53
49. WTR	GRM	+ Apply anti-microbial agent to more than the floor				
	11.04+F	30.21 SF	0.00+	0.24 =	0.07	7.32
50. CLN	AV	+ Clean part of the walls and ceiling				
	WC-11.04	133.23 SF	0.00+	0.34 =	0.10	45.40
51. CLN	STD	+ Clean stud wall				
	11.04	11.04 SF	0.00+	0.73 =	0.02	8.08
52. CLN	F-	+ Clean floor				
	F	19.17 SF	0.00+	0.41 =	0.00	7.86
Totals: Hallway					0.49	151.22

Hall Bathroom

Height: 8'



160.00 SF Walls	21.00 SF Ceiling
181.00 SF Walls & Ceiling	21.00 SF Floor
2.33 SY Flooring	20.00 LF Floor Perimeter
20.00 LF Ceil. Perimeter	

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
53. WTR	BASEB	- Tear out baseboard and bag for disposal - up to Cat 3				
	PF-2.33	17.67 LF	0.85+	0.00 =	0.22	15.24
54. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	PF-2.33	17.67 LF	4.80+	0.00 =	0.41	85.23
55. WTR	FCWLS	- Tear out non-salv floating floor & bag - Category 3 water				
	F	21.00 SF	2.48+	0.00 =	0.11	52.19
56. WTR	TLTD	+ Toilet - Detach				
	1	1.00 EA	0.00+	44.57 =	0.00	44.57
57. CLN	AV	+ Clean part of the walls and ceiling				
	WC-40	141.00 SF	0.00+	0.34 =	0.10	48.04

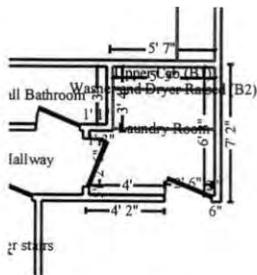


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CONTINUED - Hall Bathroom

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
58. CLN	STD 40	+ Clean stud wall 40.00 SF	0.00+	0.73 =	0.06	29.26
59. CLN	F- F 21.00 SF	+ Clean floor	0.00+	0.41 =	0.00	8.61
60. CLN	SNKPE 1	+ Clean sink - pedestal 1.00 EA	0.00+	23.53 =	0.00	23.53
61. CLN	TLT 1	+ Clean toilet 1.00 EA	0.00+	20.77 =	0.00	20.77
62. WTR	GRM 40+F	+ Apply anti-microbial agent to more than the floor 61.00 SF	0.00+	0.24 =	0.13	14.77
63. HMR	HEPAVAL 40	+ HEPA Vacuuming - Light - (PER SF) 40.00 SF	0.00+	0.47 =	0.00	18.80
Totals: Hall Bathroom					1.03	361.01



Laundry Room

Height: 8'

213.33 SF Walls	40.28 SF Ceiling
253.61 SF Walls & Ceiling	40.28 SF Floor
4.48 SY Flooring	26.67 LF Floor Perimeter
26.67 LF Ceil. Perimeter	

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
64. WTR	WSHD 1	+ Washing machine - Detach 1.00 EA	0.00+	21.75 =	0.00	21.75
65. WTR	DRYED 1	+ Dryer - electric - Detach 1.00 EA	0.00+	19.58 =	0.00	19.58
66. WTR	BARR 42.5	+ Containment Barrier/Airlock/Decon. Chamber 42.50 SF	0.00+	0.76 =	0.25	32.55
67. WTR	BARRZ 1	+ Peel & seal zipper 1.00 EA	0.00+	11.87 =	0.62	12.49
68. WTR	CABLOW 5.5	- Tear out cabinetry - lower (base) units 5.50 LF	8.27+	0.00 =	0.00	45.49

KENDRICK_ASHLEE-53

1/24/2019

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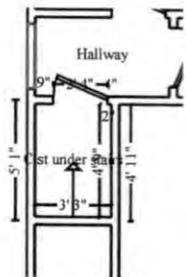


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CONTINUED - Laundry Room

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
69. WTR	BASEB PF-5	- Tear out baseboard and bag for disposal - up to Cat 3 21.67 LF	0.85+	0.00 =	0.27	18.69
70. WTR	DRYWLS PF-5	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3 21.67 LF	4.80+	0.00 =	0.50	104.52
71. WTR	FCWLS F	- Tear out non-salv floating floor & bag - Category 3 water 40.28 SF	2.48+	0.00 =	0.20	100.09
72. HMR	HEPAVAL 43.34	+ HEPA Vacuuming - Light - (PER SF) 43.34 SF	0.00+	0.47 =	0.00	20.37
73. WTR	GRM 43.34+F	+ Apply anti-microbial agent to more than the floor 83.62 SF	0.00+	0.24 =	0.18	20.25
74. CLN	AV WC-43.34	+ Clean part of the walls and ceiling 210.27 SF	0.00+	0.34 =	0.15	71.64
75. CLN	STD 43.34	+ Clean stud wall 43.34 SF	0.00+	0.73 =	0.06	31.70
76. CLN	F- F	+ Clean floor 40.28 SF	0.00+	0.41 =	0.00	16.51
Totals: Laundry Room					2.23	515.63



Clst under stairs

Height: Sloped

72.00 SF Walls	22.41 SF Ceiling
94.41 SF Walls & Ceiling	15.44 SF Floor
1.72 SY Flooring	16.00 LF Floor Perimeter
20.29 LF Ceil. Perimeter	

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
77. WTR	BASEB PF-2.33	- Tear out baseboard and bag for disposal - up to Cat 3 13.67 LF	0.85+	0.00 =	0.17	11.79
78. WTR	DRYWLS PF-2.33	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3 13.67 LF	4.80+	0.00 =	0.32	65.94
79. WTR	FCWLS F	- Tear out non-salv floating floor & bag - Category 3 water 15.44 SF	2.48+	0.00 =	0.08	38.37
KENDRICK_ASHLEE-53					1/24/2019	Page: 8



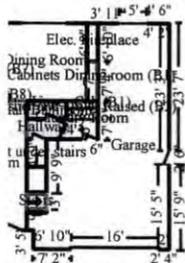
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CONTINUED - Clst under stairs

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
80. CLN	AV WC-27.34	+ Clean part of the walls and ceiling 67.07 SF	0.00+	0.34 =	0.05	22.85
81. CLN	STD 27.34	+ Clean stud wall 27.34 SF	0.00+	0.73 =	0.04	20.00
82. CLN	F- F	+ Clean floor 15.44 SF	0.00+	0.41 =	0.00	6.33
83. HMR	HEPAVAL 27.34	+ HEPA Vacuuming - Light - (PER SF) 27.34 SF	0.00+	0.47 =	0.00	12.85
84. WTR	GRM 27.34+F	+ Apply anti-microbial agent to more than the floor 42.78 SF	0.00+	0.24 =	0.09	10.36

Totals: Clst under stairs **0.75** **188.49**



Garage

Height: 9' 2"

1203.89 SF Walls	739.15 SF Ceiling
1943.04 SF Walls & Ceiling	739.15 SF Floor
82.13 SY Flooring	131.33 LF Floor Perimeter
131.33 LF Ceil. Perimeter	

Missing Wall

3' X 9' 2"

Opens into STAIRS

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
85. WTR	BARR 454	+ Containment Barrier/Airlock/Decon. Chamber 454.00 SF	0.00+	0.76 =	2.63	347.67
2 separate containments needed for demo in garage						
86. WTR	BARRZ 3	+ Peel & seal zipper 3.00 EA	0.00+	11.87 =	1.85	37.46
87. WTR	BARRP 3*4	+ Containment Barrier - tension post - per day 12.00 DA	0.00+	3.30 =	0.00	39.60
3 for 4 days to help hold containment						
88. WTR	DRYWS 97	- Tear out wet drywall, cleanup, bag - Cat 3 97.00 SF	1.27+	0.00 =	1.13	124.32



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CONTINUED - Garage

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
89. WTR	INSS	- Tear out and bag wet insulation - Category 3 water				
	97	97.00 SF	1.08+	0.00 =	0.42	105.18
90. CLN	AV	+ Clean the surface area				
	786	786.00 SF	0.00+	0.34 =	0.57	267.81
91. CLN	STD	+ Clean stud wall				
	97	97.00 SF	0.00+	0.73 =	0.14	70.95
92. CLN	F-	+ Clean floor				
	F	739.15 SF	0.00+	0.41 =	0.00	303.05
93. HMR	HEPAVAL	+ HEPA Vacuuming - Light - (PER SF)				
	97	97.00 SF	0.00+	0.47 =	0.00	45.59
94. WTR	GRM	+ Apply anti-microbial agent to more than the floor				
	97+F	836.15 SF	0.00+	0.24 =	1.82	202.50
95. WTR	DHM	+ Dehumidifier (per 24 hour period) - No monitoring				
	2*3	6.00 EA	0.00+	51.00 =	0.00	306.00
2 dehumidifiers added to garage once demo begins to dry wood framing in 2 separate containments(2 for 3 days)						
96. WTR	NAFAN	+ Negative air fan/Air scrubber (24 hr period) - No monit.				
	1*5	5.00 DA	0.00+	75.15 =	0.00	375.75
1 for 5 days added on Thursday (1/24) and to run until clearances are obtained Monday or Tuesday.						
97. WTR	NAFAN	+ Negative air fan/Air scrubber (24 hr period) - No monit.				
	1*8	8.00 DA	0.00+	75.15 =	0.00	601.20
1 for 8 days. Was set on Saturday the 19th and will run until clearances are obtained on Monday or Tuesday of next week						
Totals: Garage					8.56	2,827.08
Total: Main Level					31.37	12,079.92

General Items

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
98. DMO	PU	- Haul debris - per pickup truck load - including dump fees				
	1	1.00 EA	133.36+	0.00 =	0.00	133.36
99. DMO	DTRUCK	- Single axle dump truck - per load - including dump fees				
	1	1.00 EA	206.04+	0.00 =	0.00	206.04



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CONTINUED - General Items

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
100. WTR	PPE+	+ Add for personal protective equipment - Heavy duty 3*2*3 18.00 EA	0.00+	18.41 =	24.03	355.41
Reflects 3 technicians with 2 changes of tyvek suits for 3 days of CAT 3 work inside containment						
101. HMR	PPERC	+ Respirator cartridge - HEPA only (per pair) 4 4.00 EA	0.00+	9.37 =	2.72	40.20
102. WTR	DUCT6	+ Ducting - flexible - 6" round 35 35.00 LF	0.00+	1.42 =	3.60	53.30
ducting needed for negative air machines						
103. WTR	EQD	+ Equipment decontamination charge - per piece of equipment 7 7.00 EA	0.00+	33.14 =	1.92	233.90
4 dehus and 3 neg air machines						
104. WTR	EQ	+ Equipment setup, take down, and monitoring (hourly charge) 2+1+1+1+1+2 9.00 HR	0.00+	55.00 =	0.00	495.00
2 hours for initial moisture inspection and setup of equipment, 1 hour for each additional monitor until dry, 2 hours for final tear down of equipment and plastic after we obtain clearance						
105. HMR	BIDITM	+ BIO Swab performed by 3rd party hygienist 1 1.00 EA [*]	0.00+	500.00 =	0.00	500.00
Totals: General Items					32.27	2,017.21
Line Item Totals: KENDRICK_ASHLEE-53					63.64	14,097.13

Grand Total Areas:

3,547.63 SF Walls	1,692.33 SF Ceiling	5,239.96 SF Walls and Ceiling
1,691.23 SF Floor	187.91 SY Flooring	417.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	432.02 LF Ceil. Perimeter
1,691.23 Floor Area	1,790.80 Total Area	3,443.16 Interior Wall Area
1,843.44 Exterior Wall Area	193.43 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary

Line Item Total	14,033.49
Material Sales Tax	63.64
Replacement Cost Value	\$14,097.13
Net Claim	\$14,097.13

Moore, Justin
Project Estimator



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Recap of Taxes

	Material Sales Tax (7.25%)	Storage Rental Tax (7.25%)
Line Items	63.64	0.00
Total	63.64	0.00



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Recap by Room

Estimate: KENDRICK_ASHLEE-53

Area: Main Level

Living Room	3,660.31	26.08%
Kitchen	1,885.06	13.43%
Dining Room	2,472.81	17.62%
Hallway	150.73	1.07%
Hall Bathroom	359.98	2.57%
Laundry Room	513.40	3.66%
Clst under stairs	187.74	1.34%
Garage	2,818.52	20.08%
<hr/>		
Area Subtotal: Main Level	12,048.55	85.86%
General Items	1,984.94	14.14%
<hr/>		
Subtotal of Areas	14,033.49	100.00%
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Total	14,033.49	100.00%

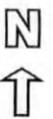
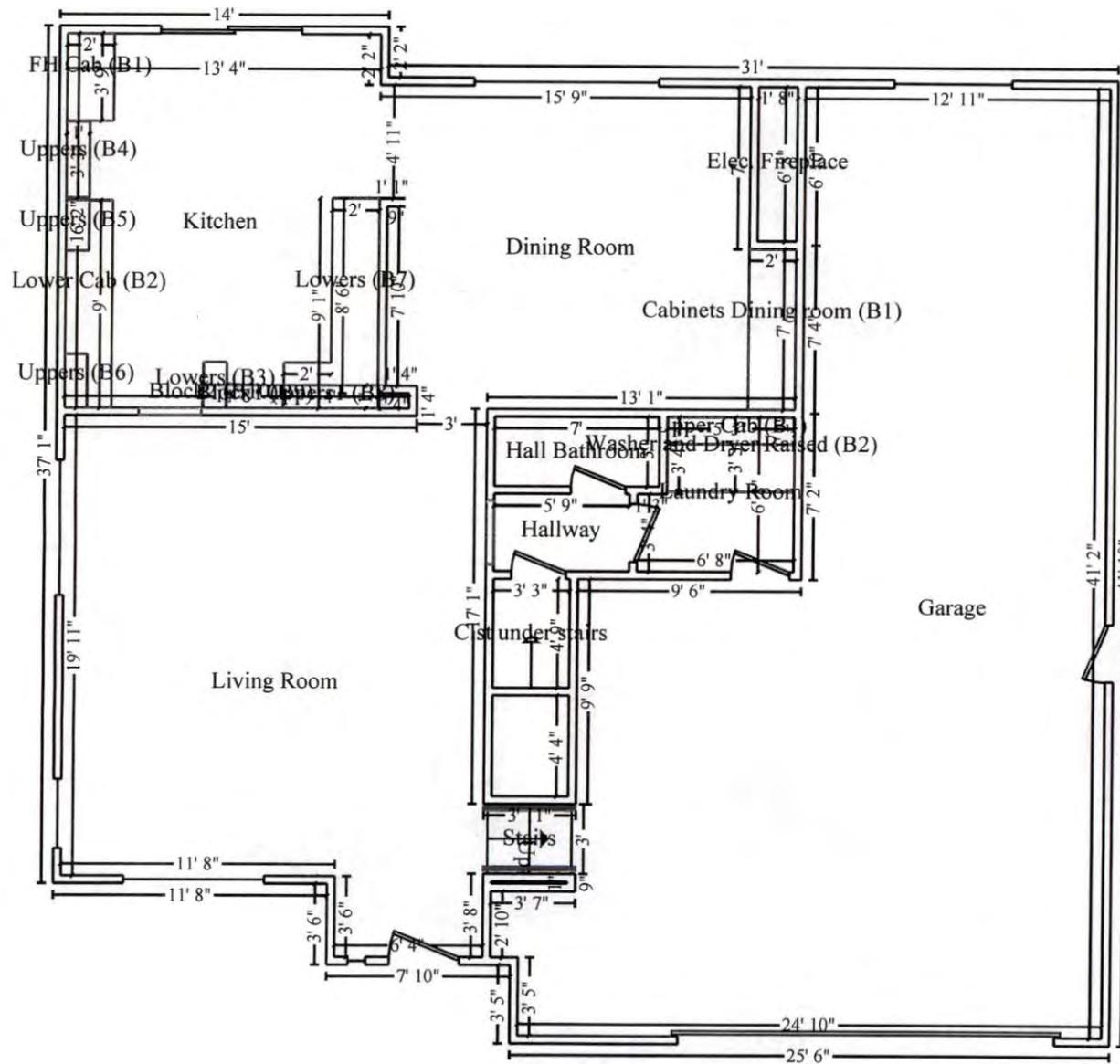


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Recap by Category

Items	Total	%
CLEANING	2,257.08	16.01%
GENERAL DEMOLITION	4,649.94	32.99%
HAZARDOUS MATERIAL REMEDIATION	635.09	4.51%
WATER EXTRACTION & REMEDIATION	6,491.38	46.05%
Subtotal	14,033.49	99.55%
Material Sales Tax	63.64	0.45%
Total	14,097.13	100.00%





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Client: Ashlee Kendrick
Property: 620 Foxglove Circle
Winters, CA 95694

Home: (530) 681-8584

Operator: JUSTIN.C

Estimator: Moore, Justin
Position: Project Estimator
Company: American Technologies Inc.

Business: (916) 212-2817
E-mail: Justin.chandler-
moore@atirestoration.com

Type of Estimate: Sewage
Date Entered: 1/19/2019 Date Assigned: 1/18/2019
Date Est. Completed: 1/19/2019 Date Job Completed: 1/19/2019

Price List: CASA8X_JAN19
Labor Efficiency: Restoration/Service/Remodel
Estimate: KENDRICK_ASHLEE-54



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KENDRICK_ASHLEE-54

General Items

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
1. CPS	STOPM<	+ Job-site moving/storage container - 16' long - per month				
	2	2.00 MO	0.00+	190.00 =	27.55	407.55
2. CPS	BXBSE	+ Evaluate pack & inventory bric-a-brac - per Sml box				
	18	18.00 EA	0.00+	11.09 =	2.86	202.48
3. CPS	BXBME	+ Evaluate pack & inventory bric-a-brac - per Med box				
	7	7.00 EA	0.00+	13.74 =	1.55	97.73
4. CPS	BXBLE	+ Evaluate pack & inventory bric-a-brac - per Lg box				
	7	7.00 EA	0.00+	17.43 =	2.07	124.08
5. CPS	BXMIR	+ Provide mirror/picture box, packing paper & tape				
	2	2.00 EA	0.00+	7.62 =	1.10	16.34
6. CPS	BWRAP	+ Bubble Wrap - Add-on cost for fragile items				
	150	150.00 LF	0.00+	0.20 =	2.18	32.18
Totals: General Items					37.31	880.36

Day 1

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
7. CGN	LABS	+ Contents Cleaning - Supervisory/Administrative - per hour				
	1*8	8.00 HR	0.00+	58.50 =	0.00	468.00
1 supervisor for 8 hours						
8. CGN	LAB	+ Contents Cleaning Technician - per hour				
	1*8	8.00 HR	0.00+	42.15 =	0.00	337.20
1 technician for 8 hours						
Totals: Day 1					0.00	805.20

Day 2



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CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
9. CGN	LABS	+ Contents Cleaning - Supervisory/Administrative - per hour				
	1*8	8.00 HR	0.00+	58.50 =	0.00	468.00
10. CGN	LAB	+ Contents Cleaning Technician - per hour				
	1*8	8.00 HR	0.00+	42.15 =	0.00	337.20
Totals: Day 2					0.00	805.20

Pack Back Contents

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
11. CGN	LABS	+ Contents Cleaning - Supervisory/Administrative - per hour				
	1*8	8.00 HR	0.00+	58.50 =	0.00	468.00
12. CGN	LAB	+ Contents Cleaning Technician - per hour				
	1*8	8.00 HR	0.00+	42.15 =	0.00	337.20
Totals: Pack Back Contents					0.00	805.20
Line Item Totals: KENDRICK_ASHLEE-54					37.31	3,295.96

Grand Total Areas:

3,547.63 SF Walls	1,692.33 SF Ceiling	5,239.96 SF Walls and Ceiling
1,691.23 SF Floor	187.91 SY Flooring	417.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	432.02 LF Ceil. Perimeter
1,691.23 Floor Area	1,790.80 Total Area	3,443.16 Interior Wall Area
1,843.44 Exterior Wall Area	193.43 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary

Line Item Total	3,258.65
Material Sales Tax	9.76
Storage Rental Tax	27.55
Replacement Cost Value	\$3,295.96
Net Claim	\$3,295.96

Moore, Justin
Project Estimator



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Recap of Taxes

	Material Sales Tax (7.25%)	Storage Rental Tax (7.25%)
Line Items	9.76	27.55
Total	9.76	27.55



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Recap by Room

Estimate: KENDRICK_ASHLEE-54

General Items	843.05	25.87%
Day 1	805.20	24.71%
Day 2	805.20	24.71%
Pack Back Contents	805.20	24.71%
<hr/>		
Subtotal of Areas	3,258.65	100.00%
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Total	3,258.65	100.00%

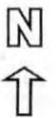
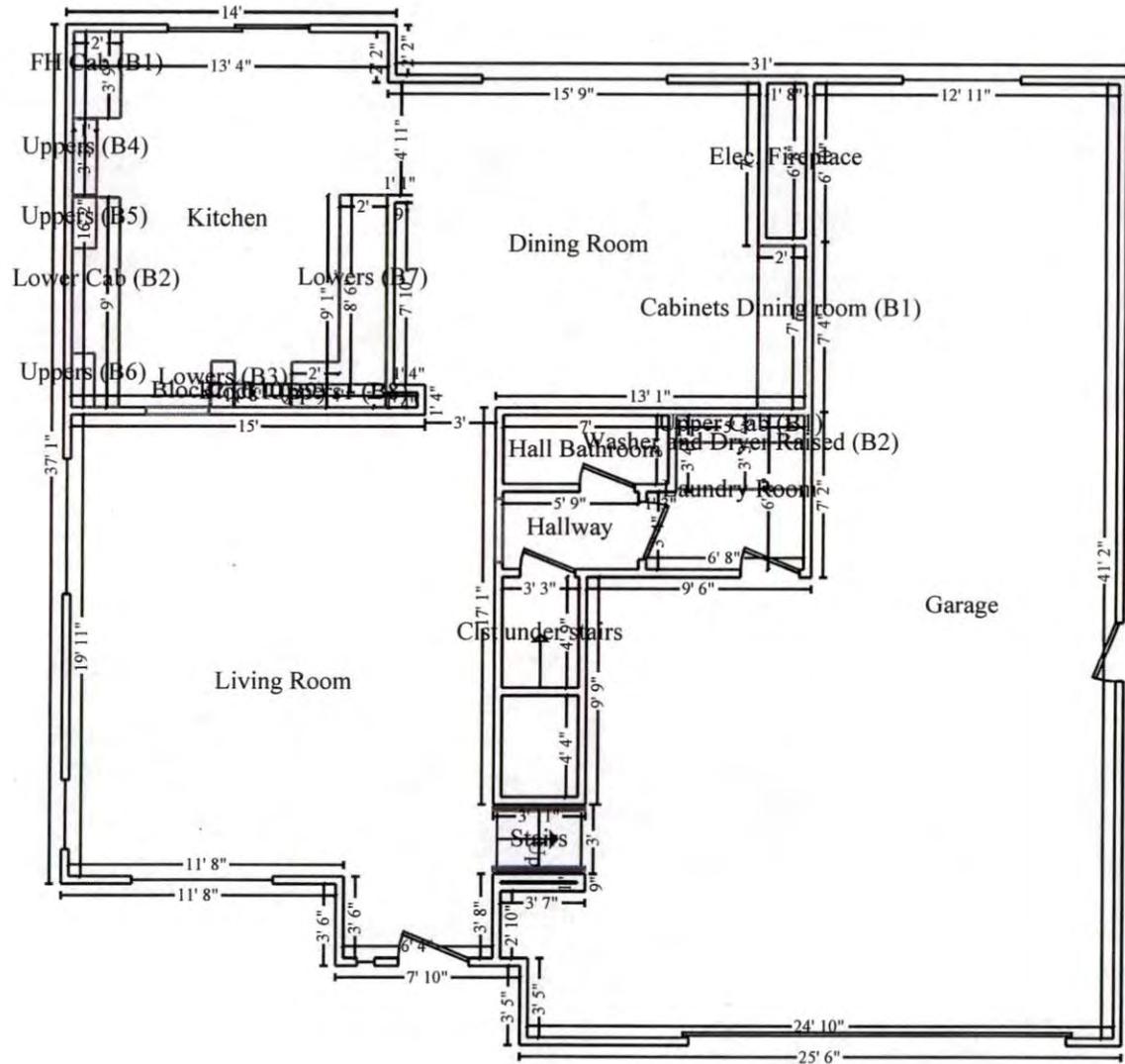


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Recap by Category

Items	Total	%
CONT: CLEAN - GENERAL ITEMS	2,415.60	73.29%
CONT: PACKING,HANDLNG,STORAGE	843.05	25.58%
Subtotal	3,258.65	98.87%
Material Sales Tax	9.76	0.30%
Storage Rental Tax	27.55	0.84%
Total	3,295.96	100.00%





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Iran & Brian Murphy

RECOMMENDATION:

It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is rejected and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) City of Winters

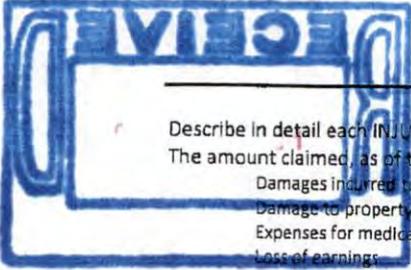
1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT <u>Iran & Brian MURPHY</u>		Date of Birth of Claimant <u>5/15/54</u> <u>7/25/50</u>
Home Address of Claimant <u>615 Foxglove Circle Winters, CA</u>		Occupation of Claimant
Business Address of Claimant		Home Telephone Number <u>(408) 410-8296</u>
		Business Telephone Number
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: <u>5271 Yorkton Way San Jose CA 95130</u>		
When did DAMAGE or INJURY occur? Date <u>01/16/19</u> Time _____	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / NO (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____		

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.

down stair (first floor) and garage
Describe in detail how the DAMAGE or INJURY occurred:
Percolation pond behind our house at 615 Foxglove was caused to overflow due to pumps not turned on. The sound wall that builder was allowed to put in channeled the water directly at our house.

Names of any employees involved in INJURY or DAMAGE:
Why do you claim the Entity is responsible?



Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)	Estimated prospective damages as far as known
Damage to property.....\$ _____	Future expenses for medical and hospital care.....\$ _____
Expenses for medical and hospital care...\$ _____	Future loss of earnings.....\$ _____
Loss of earnings.....\$ _____	Other prospective special damages.....\$ _____
Special damages for.....\$ _____	Total estimate prospective damages.....\$ _____
General Damages.....\$ _____	
Total damages incurred to date.....\$ _____	
Total amount claimed as of date of presentation of the claim: \$ _____	

still being determined by flood contractors.

Was damage and/or injury investigated by police? Yes If so, what city? winters
 Were paramedics or ambulance called? _____ If so, name city or ambulance _____
 If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

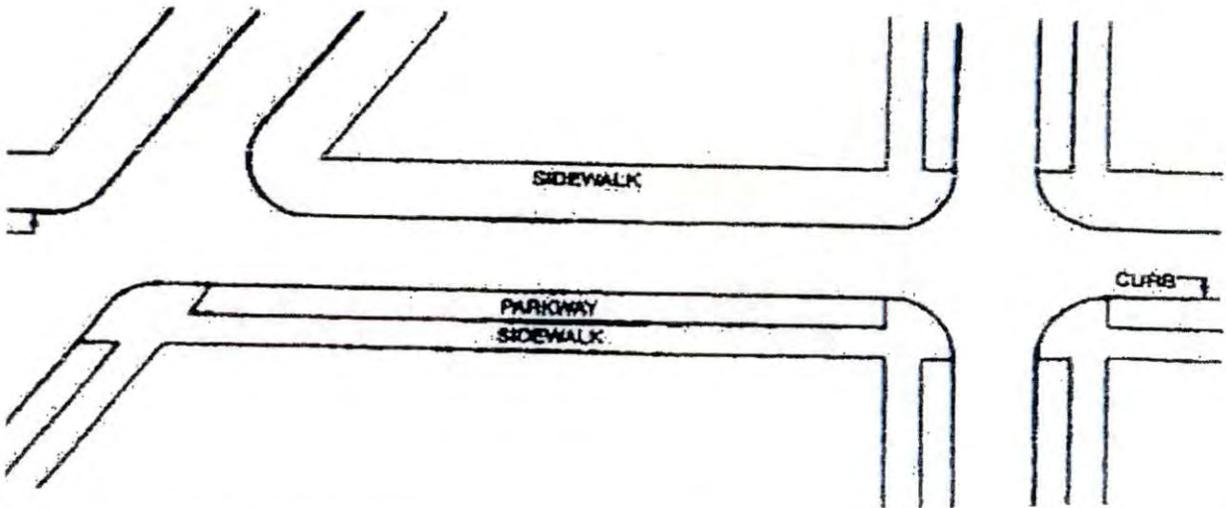
DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to Claimant: <u>Iran K. Murphy</u>	PRINT Name: <u>Iran K. MURPHY</u>	Date: <u>1/30/19</u>
--	--------------------------------------	-------------------------

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Michele Dill

RECOMMENDATION:

It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is rejected and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CITY OF WINTERS

Est. 1905



CLAIM FOR DAMAGES TO PERSON OR PROPERTY

TO: (Entity) City of Winters/New Housing Developers/PG&E

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT <u>Michele 'Mick' Dill</u>		Date of Birth of Claimant <u>09/25/1967</u>
Home Address of Claimant <u>707 Foxglove Circle, Winters, CA 95694</u>		Occupation of Claimant <u>Homemaker</u>
Business Address of Claimant <u>N/A</u>		Home Telephone Number <u>530-795-3684</u>
		Business Telephone Number <u>Cell: 707-225-5844</u>
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: <u>707 Foxglove Circle, Winters, CA 95694</u> <u>530-795-3684</u>		
When did DAMAGE or INJURY occur? Date <u>01/16/19</u> Time <u>8:30pm</u> If claim is for Equitable Indemnity, give date claimant served with the complaint: Date <u>Investigation ongoing</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / NO (circle one)	

3 Homes on Foxglove Circle were affected. Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks. Entire yard and first floor of the property at 707 Foxglove Circle Winters CA including garage were flooded from the city's remediation pond overflowing & not containing ground water. Describe in detail how the DAMAGE or INJURY occurred: City of Winters involved in an ongoing investigation. Minimum 12" water flooded the 3 homes on Foxglove Circle. Surrounded 3 sides my home. Water came in from baseboards, under flooring & doors. No information has been provided as to how damage occurred. Investigation ongoing.

Names of any employees involved in INJURY or DAMAGE: I am an original owner of 707 Foxglove Circle. Why do you claim the Entity is responsible? since 2003. We have not once had an incident such as this until the new developments put in new cement soundwalls near our property & began building new homes/roads and a pump station on an existing flood plain. Again, City is investigating. Unknown who is responsible at this time.

Describe in detail each INJURY or DAMAGE: Ongoing expenses expected. **SEE ATTACHED**
 The amount claimed, as of the date of presentation of the claim, is computed as follows: Current expenses & req reimbursement

Damages incurred to date (exact)		Estimated prospective damages as far as known	
Damage to property..... \$	_____	Future expenses for medical and hospital care.....	\$ _____
Expenses for medical and hospital care... \$	_____	Future loss of earnings.....	\$ _____
Loss of earnings..... \$	_____	Other prospective special damages.....	\$ _____
Special damages for..... \$	_____	Total estimate prospective damages.....	\$ _____
General Damages..... \$	_____		
Total damages Incurred to date..... \$	_____		

Total amount claimed as of date of presentation of the claim: \$ _____

Was damage and/or injury investigated by police? Police Fire If so, what city? Winters, CA
 Were paramedics or ambulance called? No If so, name city or ambulance N/A
 If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

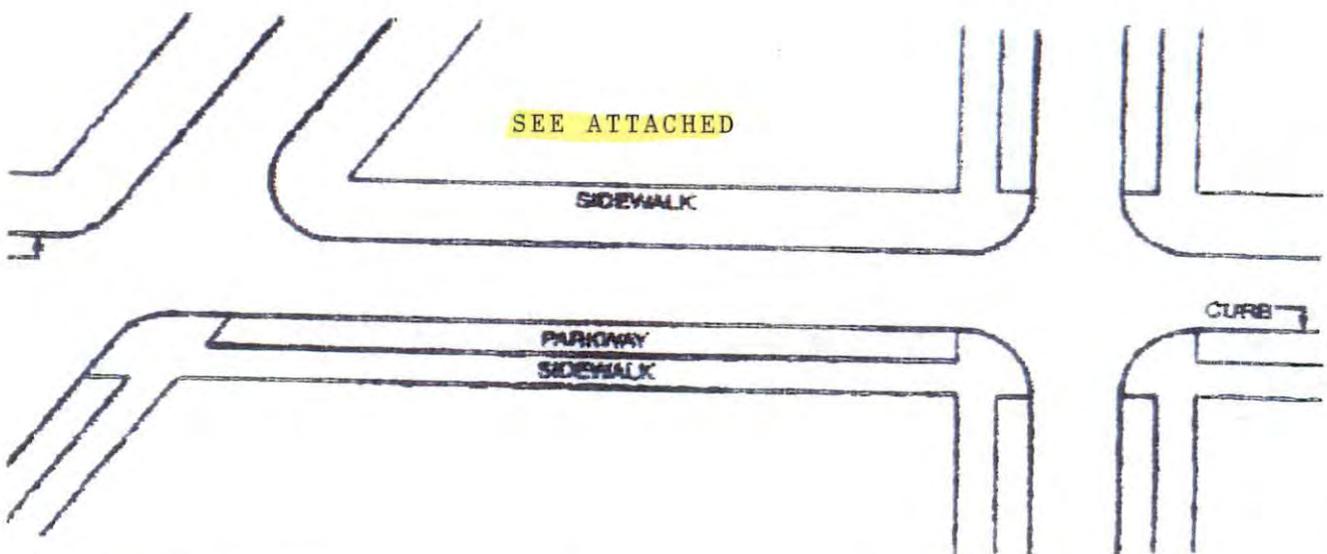
Name Adri & Willie Soto Address 710 Foxglove Cir Phone 530-219-8024
 Name Bob Rennie Address 709 Foxglove Cir Phone 530-902-3744
 Name Ron Karlen Address 713 Foxglove Cir Phone 530-219-2837
Ashlee & Nick Kendrick 620 Foxglove Cir 530-681-8584

DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.	NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.
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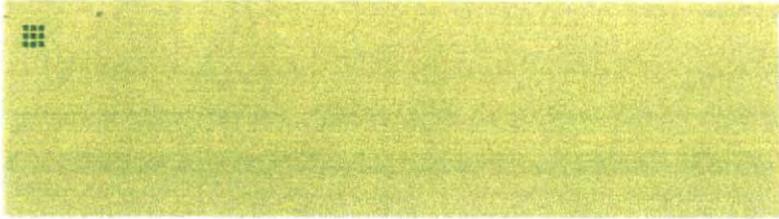


Signature of Claimant or person filing on his behalf giving relationship to Claimant: <u>Michelle Dill</u>	PRINT Name: <u>Michele Dill</u>	Date: <u>1/25/19</u>
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707 Foxglove Circle . Dill



707 Foxglove Circle. Dill



Cottage Cir

Cottage Cir

Cottage Cir

Cottage Cir

Cottage Cir

Rehabilitation
Park

707 Foxglove
Circle



707 Foxglove Circle

Foxglove Cir

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Foxglove Cir

707 Foxglove Circle

Google

Main St

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of Street





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Energy history

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COMBINED | [ELECTRICITY](#) | NATURAL GAS

Bill view ▼

◀ Dec 21, 2018 - Jan 22, 2019 ▶



City of Winters Claim for Reimbursement for 01/16/19 Flooding from redistribution pond ground water (ongoing claim)

Michele 'Mick' Dill at 707 Foxglove Circle, Winters, CA 95694

\$28.47	40 gallon black lawn bags (packing)
\$18.06	13 gallon white trash bags (packing and waste)
\$28.82	1.75 gallon/6.65 ltr Gain laundry detergent (clean up)
\$8.54	240 Gain dryer sheets (clean up)
\$37.44	Packing tape and tape gun (packing)
\$14.17	Ziploc quart size bags (packing)
\$16.19	Ziploc gallon size bags (packing)
\$13.94	Ziploc 2 gallon size bags (packing)
\$3.89	Masking tape (packing)
\$38.65	5 pairs mens XL sweatpants (used for indoor flooding)
\$12.12	3 boxes Tomcat pest glue mats (lost in flood)
\$11.39	Swifter dusters (clean up)
\$11.97	Swifter floor sheets (clean up)
\$38.01	6 pack heavy duty hand gloves (used for flooding and packing and clean up)
\$9.49	Double sided 20lb stabilizing tape (reattach all paintings on walls)
\$17.99	Cellephane pallet wrap on hand roller (packing)
\$13.77	Clorox disposable wipes (clean up)
\$9.98	Odoban 1 gallon (clean up)
\$9.49	Cupboard/Cabinets felt cushion pads (reattach on all cupboards/cabinets)
\$13.99	Wall putty (relevel wall design hangings)
\$5.49	Toilet paper (replace 1st floor bathroom)
\$108.90	HP black/color printer cartridges (printing for all documents necessary to report flood claim, notifications, decontamination, quotes, rebuild)
\$9.98	2 reams printer copy paper (usage for all documents necessary to report flood claim, notifications, decontamination, quotes, rebuild)
\$322.98	POD 1 month (storage and will extend if needed during rebuild)
\$122.50	Heavy Duty camper battery (housing relocation)
\$11.42	Bounty paper towels (clean up)
\$10.36	2 40lb bags wood pellets (reimburse for lost damages)
\$4.49	Damprid moisture absorber (housing relocation)
\$11,400.00	ServPro water decontamination service (flood cut 1st floor, dehumidifiers, fans, disinfecting, certificate of decontamination)
\$1,156.34	Installed new laundry and bathroom flooring in 2018
\$178.50	1/16/19 8:30pm-12:00am Labor: Bob Rennie, Ron Karlen, Willie/Adri/Valarie Soto @ \$51.00/hr
\$331.50	1/16/19 8:30pm -3:00am Labor: Mick Dill @ \$51.00/hr
\$586.50	1/17/19 8:30am-1am Labor: Mick Dill @ \$51.00/hr
\$102.00	1/19/19 9:30am-11:30am Labor: Adri Soto @ \$51.00/hr
\$739.50	1/19/19 9:30am-12:00am Labor: Mick Dill @ \$51.00/hr
\$459.00	1/20/19 12:00pm-3:00pm Labor: Donna Schnieder, Denise/Carl Porter @ \$51.00/hr
\$714.00	1/20/19 9:00am-11:00pm Labor: Mick Dill @ \$51.00/hr
\$255.00	1/21/19 12:00pm-2:30pm Labor: Kacey/Karl Herbst @ \$51.00/hr
\$156.00	1/21/19 2:00pm-5:00pm Labor: Trish Jiminez @ \$51.00/hr
\$663.00	1/21/19 9:30am-10:30pm Labor: Mick Dill @ \$51.00/hr
\$255.00	1/22/19 2:30pm-7:30pm Labor: Mick Dill @ \$51.00/hr

\$484.50	1/24/19 9:00am-6:30pm Labor: Mick Dill @ \$51.00/hr
\$204.00	1/25/19 1:00pm-5:00pm Labor: Mick Dill @ \$51.00/hr
\$306.00	1/26/19 3:30pm-9:30pm Labor: Mick Dill @ \$51.00/hr
	Over usage of cell data due to flooding hardship (communication with all entities working on fixing damages TBD)
	Specialized light bulb (broken during flooding TBD)
	Shelving cabinet and cupboard liners (reline all cabinets and cupboards TBD)
	PG&E increased usage (TBD)
	City of Winters water increased usage (TBD)
\$249.62	Heavy duty tarps: 2-9x12'; 2-12x20'; 2-16x20" (flooding in garage, clean up)
\$677.19	Towels: 8-swim; 1-beachblanket; 14-regular; 11-bathsheet (flooding in house)
\$143.94	Sheets/Pillowcases: 1-twin set; 3-queen sets; 2-king sets (flooding in house)
	Nordic Stair climber (4"-5" flood waters in garage TBD)
	Elliptical trainer (4"-5" flood waters in garage TBD)
	Base speaker (4"-5" flood waters in garage TBD)
	Circular saw (flood waters in shed next to redistribution pond TBD)
	Side gate suboptimal open/close from flooding (TBD)
	General contractor services for rebuild of first floor and garage drywall/paint - potentially over 100K (TBD)
\$150.09	Rugs: 5-kitchen-1-bathroom; 1-laundry; 1-hallway (flooding in house)
	Propane (housing relocation TBD)
	Curtains: 12 grommet panels (flooding in house TBD)
	1/27/19 10:00am-3pm Labor: Mick Dill @ \$51.00/hr
\$20,164.17	Estimated as of 01/27/19

January 25, 2019

City of Winters
318 First Street
Winters, CA 95694

To Whom It Concerns;

My home at 707 Foxglove Circle, Winters, CA was affected by the flooding on January 16, 2019 by groundwater from the redistribution pond behind my home not being contained.

I am experiencing an extreme hardship from this due to my husband recently passing away unexpectedly, leaving me with mountains of life after death expenses, paperwork, death taxes, account notices and bills on top of processing my grief.

We have no family living in the area and I must rely on my neighbors to assist me with anything related to this flooding disaster. I am currently not employed, as my husband was our sole earner thus adding to my stress, suffering, worry and urgency to have this investigation completed.

ServPro is ripping up my first floor drywall, flooring, garage and full kitchen to remediate, disinfect and decontaminate my home from this catastrophe. I am talking to general contractors discussing the replacement and rebuild of my entire kitchen and first level of my home. There is no money coming in to my household at this time creating a financial hardship.

Not only has this event overwhelmed me on top of my existing spousal loss, but it has put me in a position that I am unable to search for employment due to having to be here to manage laborers in my home, as I will not leave my home unsupervised.

I am currently living in my popup camper and some areas of my upstairs, with no indication of how long I will be living amongst piles of contents while waiting to have my home back to a livable state.

Please consider the difficulty this event has had on the Foxglove Circle families and let us know sooner rather than later how we can get back on our feet without adding to our complications.

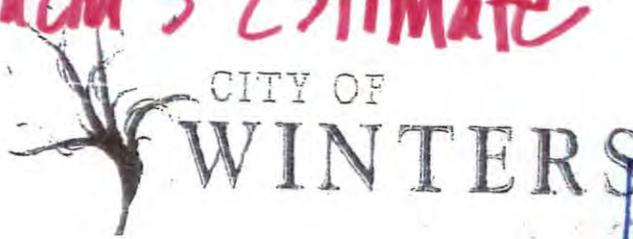
Sincerely,



Michele 'Mick' Dill
707 Foxglove Circle
Winters, CA 95694

Attached: Contractor's Estimate
2/4/19

COPY



Est. 1875



CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) City of Winters/New Housing Developers/PG&E

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT <u>Michele 'Mick' Dill</u>		Date of Birth of Claimant <u>09/25/1967</u>
Home Address of Claimant <u>707 Foxglove Circle, Winters, CA 95694</u>		Occupation of Claimant <u>Homemaker</u>
Business Address of Claimant <u>N/A</u>		Home Telephone Number <u>530-795-3684</u>
		Business Telephone Number <u>Cell: 707-225-5844</u>
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: <u>707 Foxglove Circle, Winters, CA 95694</u> <u>530-795-3684</u>		
When did DAMAGE or INJURY occur? Date <u>01/16/19</u> Time <u>8:30pm</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / NO (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date <u>Investigation ongoing</u>		

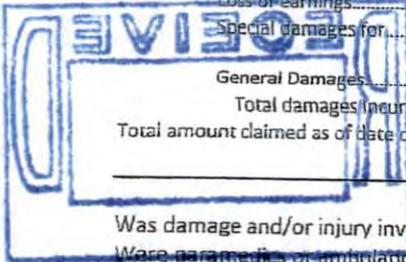
Homes affected. Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks. Entire yard and first floor of the property at 707 Foxglove Circle Winters CA including garage were flooded from the city's remediation pond overflowing & not containing ground water.

Describe in detail how the DAMAGE or INJURY occurred: City of Winters involved in an ongoing investigation. Minimum 12" water flooded the 3 homes on Foxglove Circle. Surrounded 3 sides my home. Water came in from baseboards, under flooring & doors. No information has been provided as to how damage occurred. Investigation.

Names of any employees involved in INJURY or DAMAGE: I am an original owner of 707 Foxglove Circle since 2003. We have not once had an incident such as this until the new developments put in new cement soundwalls near our property & began building new homes/roads and a pump station on an existing flood plain. Again, City is investigating. Unknown who is responsible at this time.

Describe in detail each INJURY or DAMAGE: Ongoing expenses expected. SEE ATTACHED
 The amount claimed, as of the date of presentation of the claim, is computed as follows: Current expenses & req reimbursement

Damages incurred to date (exact)		Estimated prospective damages as far as known	
Damage to property.....	\$ _____	Future expenses for medical and hospital care.....	\$ _____
Expenses for medical and hospital care.....	\$ _____	Future loss of earnings.....	\$ _____
Loss of earnings.....	\$ _____	Other prospective special damages.....	\$ _____
Special damages for.....	\$ _____	Total estimate prospective damages.....	\$ _____



General Damages..... \$ _____
 Total damages incurred to date..... \$ _____
 Total amount claimed as of date of presentation of the claim: \$ _____

COPY

Was damage and/or injury investigated by police? Police Fire Fire If so, what city? Winters, CA
 Were paramedics or ambulance called? NO If so, name city or ambulance N/A
 If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

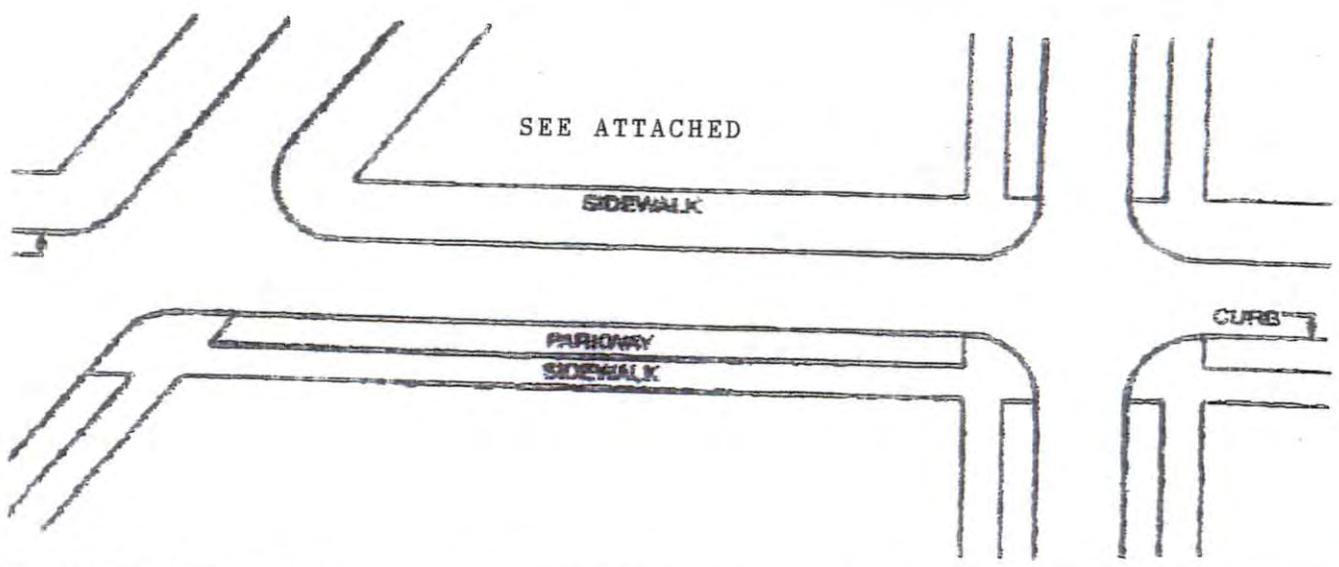
Name <u>Adri & Willie Soto</u>	Address <u>710 Foxglove Cir</u>	Phone <u>530-219-8024</u>
Name <u>Bob Rennie</u>	Address <u>709 Foxglove Cir</u>	Phone <u>530-902-3744</u>
Name <u>Ron Karlen</u>	Address <u>713 Foxglove Cir</u>	Phone <u>530-219-2837</u>
<u>Ashlee & Nick Kendrick</u>	<u>620 Foxglove Cir</u>	<u>530-681-8584</u>

DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.	NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.
---	--



Signature of Claimant or person filing on his behalf giving relationship to Claimant: <u>Michael Rice</u>	PRINT Name: <u>Michele Dill</u>	Date: <u>1/25/19</u>
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COPY

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)

B.K. Builders

179 Harvest Dr.
Vacaville, Ca 95687
707-249-8698 Lic# 589763

Contract

Date of Contract

Contract #

2/4/2019

2196

Name / Address

Mick Dill
707 Foxglove Circle
Winters Ca.
707-225-5844
dillmick@hotmail.com

Project
Home Renovation due to Flood Damage

Description	
Accomplish renovation to home due to flood damage. Scope of work included is as specified on Contract Addendum #1 attached.	56,520.00
NOTES AND EXCLUSIONS	
1) No plan or permit fees are included. Permits will be "pulled" by B.K.Builders and cost to be reimbursed by owner.	
2) No "hidden damage" is included. It is at times possible that after removing items as listed in scope of work, some other damage is found and in need of repair. If this occurs, owner will be notified and an estimate given for repair before repairs are made.	
3) Cabinetry Allowance included in Contract - \$16,000.00	
4) New Flooring Allowance included in Contract - \$5000.00	
 PAYMENTS	
1) Start - Demo, air movers, etc. - \$5000.00	
2) Progress - Demo complete, dry out complete, order cabinets, start sheetrock - \$20,000.00	
3) Progress - Repairs complete, painting finishing, cabinets installing - \$25,000.00	
4) Complete - \$6520.00	
Total:	\$ 56,520.00

Any alteration/deviation from the specification involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays such as weather that are beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workmans Compensation and Public Liability Insurance on above work will be taken out by B.K.Builders.

Date: 2/7/2019

Signature: B.K.Builders 

Date:

Signature: Owner - Mick Dill

B.K.Builders Contract Addendum #1

Date: 2/4/2019

Contract # 2196

Project: Home Renovation due to Flood Damage

Address: 707 Foxglove Circle Winters CA.

Owner: Mick Dill

Page - 1 of 2

1) Demo -

- Remove approx. 610sqft of carpet and pad including bottom step of stairwell.
- Remove approx. 150lf of baseboard in 1st floor of home.
- Remove kitchen appliances and set in garage to store till time to reinstall.
- Disconnect plumbing at sink for removal of cabinetry.
- Remove approx. 176sqft of laminate flooring in kitchen.
- Remove approx. 70sqft of tile kitchen countertop including 6in backsplash.
- Remove all kitchen cabinets - approx. 50LF of cabinets.
- Accomplish "flood cut" of sheetrock on interior of home and garage. We will remove 2ft tall x approx. 110 LF of sheetrock on interior of home. 2ft tall x approx. 80 LF of Sheetrock in garage.
- After flood cut, cut out and remove insulation in these areas.

2) Install air movers, fans, and dehumidifier in home to dry out the affected areas.

Moisture test areas to assure areas have "dried" completely before any new products are installed.

3) After areas have dried up, treat exposed framing with anit-micro-bacterial material.

4) Install new insulation at areas where it was cut and removed.

5) Install new sheetrock at flood cut areas. In garage, this will be to install sheetrock and "fire tape" area as existing.

Interior of home - install sheetrock, tape, and mud. Entire walls, from floor to ceiling and "corner to corner" will need to be "skim coated" with mud, then textured. This is to ensure a "uniform" texture matching existing. This will be done at all areas where "flood cut" was accomplished.

6) Prep and paint interior of home, 1st floor area including stairwell. Prep as necessary to repair misc sheetrock cracks, nail holes, etc. Prime all new sheetrock/drywall with PVA primer. Paint walls and ceilings as per original color scheme - owners colors. This includes 3 each "accent" walls as original. All paint products from Kelly Moore.

7) Provide and install new kitchen cabinets with similar grade as original. Layout to be as original. Set plywood on new cabinets to prepare for new countertops.

8) Prepare surface by installing moisture barrier, wire, and deck mud to tops of lower cabinets to prepare for new countertops. Provide and install new 6x6 white ceramic tile with ceramic tile "edge" tiles as original. Install tiles in standard pattern. Install new 6" backsplash as per original. Grout and seal new tiles.

9) Provide and install new stainless steel sink.

10) Reset existing appliances back into place and hook up.

11) Hook up sink plumbing as necessary.

B.K.Builders Contract Addendum #1

Page 2 of 2

Date: 2/4/2019

Contract #2196

Project: Home Renovation due to Flood Damage

Address: 707 Foxglove Circle Winters Ca.

Owner: Mick Dill

12) Flooring – Install new carpet with upgraded pad as per original. Approx. 610sqft of carpet. Install new laminate flooring in kitchen. Approx. 176sqft. Install new linoleum in laundry room and ½ bath area – as per original.

13) Exterior of home – Clean bottom of house siding on East, west, and North side of house. Re-paint bottom 3 rows of siding – supply “color matched” paint to accomplish.

14) Exterior of home – Gate on East side of home does not operate correctly, post has come loose. Replace post with new pressure treated post and re-attach fence. Adjust gate top operate as original.

END SCOPE



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Carrie Peppers

RECOMMENDATION:

It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is rejected and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

JAN 30 2019

TO: (Entity) _____

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT Carrie Peppers Winters, CA	Date of Birth of Claimant 08/02/1993
Home Address of Claimant 626 A IVY LOOP WINTERS, CA	Occupation of Claimant N/A
Business Address of Claimant 626 A IVY LOOP WINTERS, CA	Home Telephone Number (530) 554-0754
	Business Telephone Number
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: 626 A IVY LOOP WINTERS, CA 95694 (530) 554-0754	
When did DAMAGE or INJURY occur? Date 1-16-19 Time _____	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / NO (circle one)
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____	

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.

The whole area near Ivy Loop was flooded and water got into my car and messed up my wiring under my hood and messed up my floor boards causing it to mold.

Describe in detail how the DAMAGE or INJURY occurred:
City of Winters.

Names of any employees involved in INJURY or DAMAGE:
Why do you claim the Entity is responsible?

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)	Estimated prospective damages as far as known
Damage to property.....\$ _____	Future expenses for medical and hospital care.....\$ _____
Expenses for medical and hospital care...\$ _____	Future loss of earnings.....\$ _____
Loss of earnings.....\$ _____	Other prospective special damages.....\$ _____
Special damages for.....\$ _____	Total estimate prospective damages.....\$ _____
General Damages.....\$ _____	
Total damages incurred to date.....\$ _____	

Total amount claimed as of date of presentation of the claim: \$ _____

Was damage and/or injury investigated by police? _____ If so, what city? _____
 Were paramedics or ambulance called? _____ If so, name city or ambulance _____
 If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

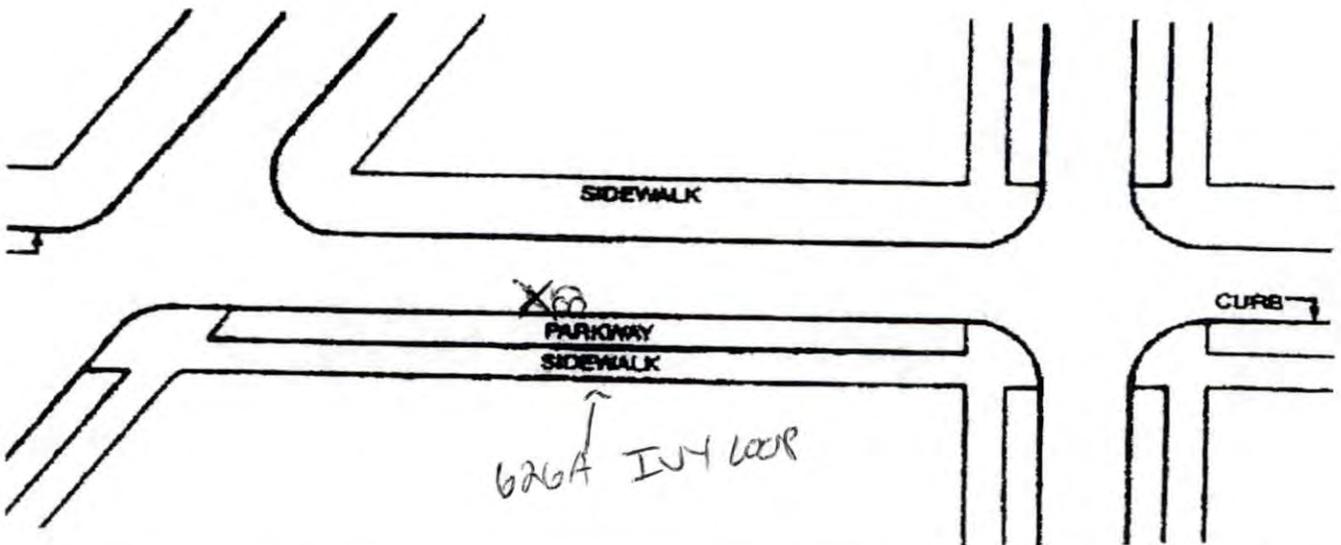
DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.

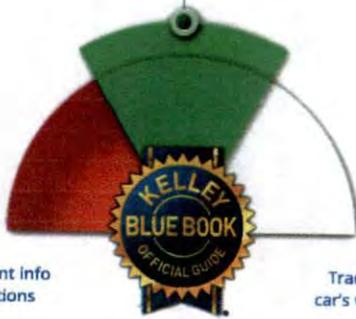


Signature of Claimant or person filing on his behalf giving relationship to Claimant:	PRINT Name:	Date:
---	-------------	-------

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)

Home > What's My Car Worth > Category & Style > Options & Condition > LT Sedan 4D

Private Party Range
\$1,504 - \$3,251
Private Party Value
\$2,378



Important info & definitions

Track this car's values

PRIVATE PARTY VALUE

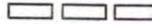
Leverage this value to set your price and negotiate with private-party buyers.

Average Time to Sell:



30
DAYS

Level of Effort:



High

[See Overview of Values](#)

Condition: Excellent

Valid for ZIP Code 95694 through 01/28/2019

Overall Consumer Rating 4.3 / 5

★★★★☆ 1011 Ratings

[Write a review](#)

2 See How Others Price Your Car

See what others are asking for your car.

[Search Cars for Sale Near You](#)

3 Place an Ad

Reach serious car shoppers on both KBB.com and Autotrader.

[Get Started](#)



Autotrader

Start the Trade-in Process Online

Plus, get a no-obligation quote for your next car.



Your Trade-in Vehicle
2004 Chevrolet Malibu LT Sedan 4D

[Change Vehicle](#)

What Vehicle Are You Shopping For?

Make

Model

95694

[See Local Dealers](#)



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Ron Peppers

RECOMMENDATION:

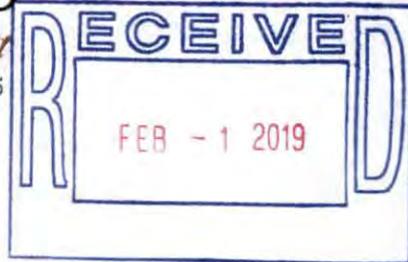
It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is rejected and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) _____

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT RON PEPPER		Date of Birth of Claimant 10-28-1970
Home Address of Claimant 626 IVY LOOP		Occupation of Claimant RETIRED
City and State WINTERS, CALIF		Home Telephone Number 707-761-5830
Business Address of Claimant		Business Telephone Number
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: 626 IVY LOOP WINTERS CA 95694		
When did DAMAGE or INJURY occur? Date 1-16-2019 Time 6:00 PM	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / NO (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____		

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.

IN FRONT OF MY RESIDENCE

Describe in detail how the DAMAGE or INJURY occurred:

WATER DAMAGE TO MY VEHICLE THAT WAS PARKED IN FRONT OF OUR HOUSE.

Names of any employees involved in INJURY or DAMAGE:

Why do you claim the Entity is responsible?

92 FORD RANGER

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact) Damage to property..... \$ <u>1600 + tax</u> Expenses for medical and hospital care...\$ _____ Loss of earnings.....\$ _____ Special damages for.....\$ _____ General Damages.....\$ _____ Total damages Incurred to date.....\$ _____	Estimated prospective damages as far as known Future expenses for medical and hospital care.....\$ _____ Future loss of earnings.....\$ _____ Other prospective special damages.....\$ _____ Total estimate prospective damages.....\$ _____
Total amount claimed as of date of presentation of the claim: \$ _____	

Was damage and/or injury investigated by police? NO If so, what city? _____
 Were paramedics or ambulance called? NO If so, name city or ambulance _____
 If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

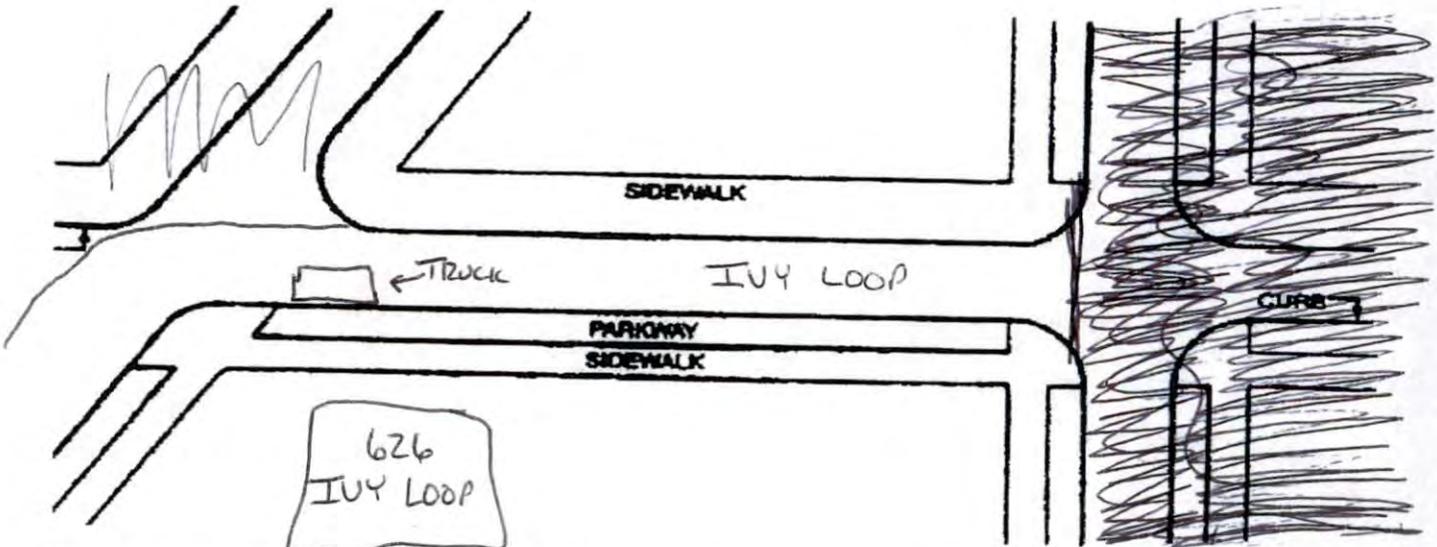
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.	NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.
---	--



Signature of Claimant or person filing on his behalf giving relationship to Claimant: 	PRINT Name: RONALD PEPPER	Date:
---	------------------------------	-------

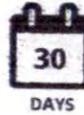
NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



PRIVATE PARTY VALUE

Leverage this value to set your price and negotiate with private-party buyers.

Average Time to Sell:



Level of Effort:



High

[See Overview of Values](#)

Condition: Good

Valid for ZIP Code 95694 through 01/31/2019

Overall Consumer Rating 4.3 / 5

★★★★☆ 150 Ratings

[Write a review](#)

2 See How Others Price Your Car

See what others are asking for your car.

[Search Cars for Sale Near You](#)

3 Place an Ad

Reach serious car shoppers on both KBB.com and Autotrader.

[Get Started](#)



Autotrader

Start the Trade-in Process Online

Plus, get a no-obligation quote for your next car.



Your Trade-in Vehicle
1992 Ford Ranger Regular Cab S Short Bed

[Change Vehicle](#)

What Vehicle Are You Shopping For?

Make



Model



95694

[See Local Dealers](#)

Trade Up to a New Car

Browse new cars you might like



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Ron Peppers

RECOMMENDATION:

It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is rejected and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) _____

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT RON PEPPER		Date of Birth of Claimant 10-28-1970
Home Address of Claimant 626 IVY LOOP		City and State WINTERS CA
Business Address of Claimant		City and State
		Occupation of Claimant RETIRED
		Home Telephone Number 707-761-5830
		Business Telephone Number

Give address and telephone number to which you desire notices or communications to be sent regarding this claim:

626 IVY LOOP WINTERS CALIF 95694

When did DAMAGE or INJURY occur? Date 1-6-2019 Time 6:00 PM	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / NO (circle one)
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____	

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.

IN FRONT OF MY RESIDENCE

Describe in detail how the DAMAGE or INJURY occurred:
WATER DAMAGE TO MY VEHICLE THAT WAS PARKED IN FRONT OF OUR HOUSE.

Names of any employees involved in INJURY or DAMAGE:
Why do you claim the Entity is responsible?

2004 MAZDA MPV

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)		Estimated prospective damages as far as known	
Damage to property.....	\$ 1650 + tax	Future expenses for medical and hospital care.....	\$ 0
Expenses for medical and hospital care.....	\$ 0	Future loss of earnings.....	\$
Loss of earnings.....	\$ 0	Other prospective special damages.....	\$
Special damages for.....	\$	Total estimate prospective damages.....	\$
General Damages.....	\$		
Total damages Incurred to date.....	\$		

Total amount claimed as of date of presentation of the claim: \$

Was damage and/or injury investigated by police? NO If so, what city? _____
 Were paramedics or ambulance called? _____ If so, name city or ambulance _____
 If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

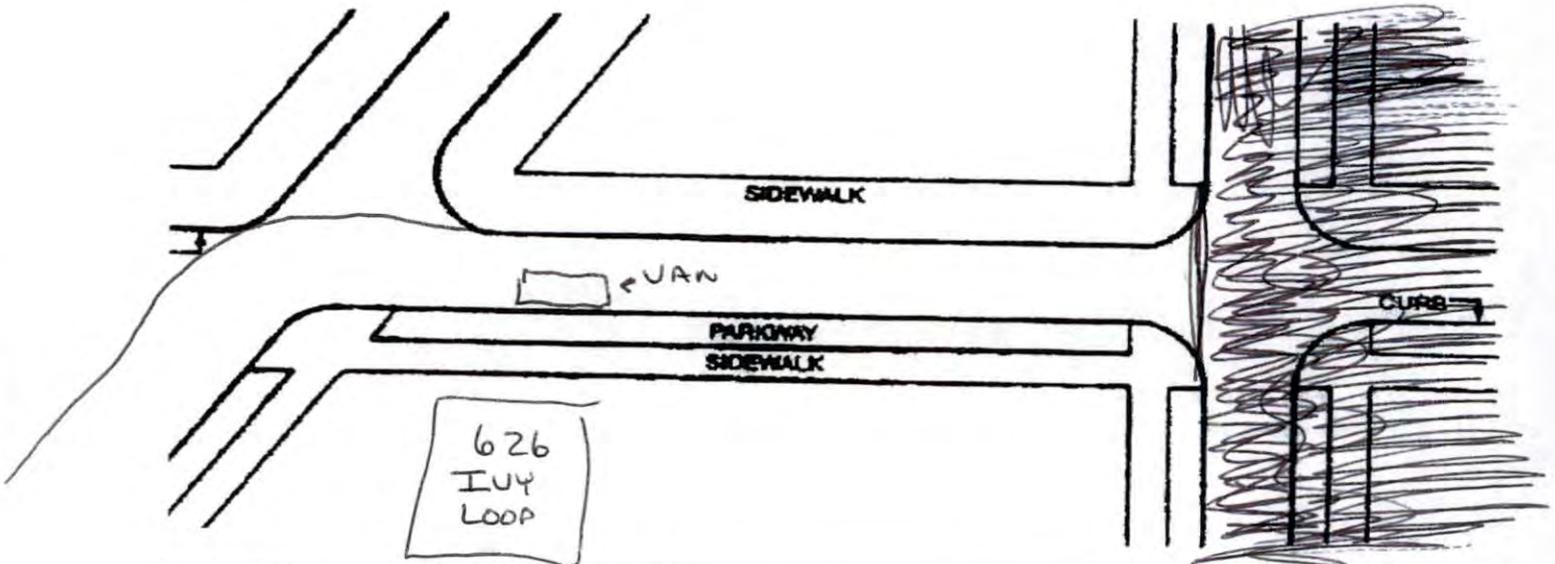
DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to Claimant: 	PRINT Name: RONALD PEPPERS	Date: 1-23-2019
---	-------------------------------	--------------------

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



Advertisement

2004 MAZDA MPV Pricing Report



Style: X Minivan 4D
Mileage: 166,426

Sell To Private Party



Valid for ZIP Code 95694 through 01/31/2019

Vehicle Highlights

Fuel Economy: City 16/ -wy 23/Comb 19 MPG	Max Seating: 7
Doors: 4	Engine: V6, 3.0 liter
Drivetrain: FWD	Transmission: Automatic
FPA Class: Vans, Passenger Type	Body Style: Van
Country of Origin: Japan	Country of Assembly: Japan

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

V6, 3.0 liter
Transmission

Automatic

Drivetrain

FWD

Braking and Traction
ABS (4 Wheel)

Comfort and Convenience

Air Conditioning
Air Conditioning, Rear

Power Windows

Power Door Locks

Cruise Control

Steering

Power Steering

Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

Safety and Security

Dual Air Bags

Wheels and Tires

Alloy Wheels

Exterior Color

✓ Silver

Glossary of Terms

Kelley Blue Book® Trade-In Value This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Adriana Soto

RECOMMENDATION:

It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is rejected and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.

Attn:
Crystal
Zaragoza HR



CITY OF
WINTERS
california
Est. 1875



CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) City of Winters / New Housing Developers / PGT E

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT <u>Adriana Soto</u>		Date of Birth of Claimant <u>7-12-1968</u>
Home Address of Claimant <u>710 Foxglove Circle Winters, CA. 95694</u>		Occupation of Claimant <u>Retail</u>
Business Address of Claimant		Home Telephone Number <u>530 795-1966</u>
		Business Telephone Number <u>530) 219-8024</u>
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: <u>710 Foxglove Circle Winters, CA. 95694</u> <u>530) 219-8024</u>		
When did DAMAGE or INJURY occur? Date <u>1/16/2019</u> Time <u>8:32 p.m</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / NO (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date <u>Ongoing investigation?</u>		

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks. Foxglove Circle. A water reserve located behind 709, 707 and 620 Foxglove Circle.

Describe in detail how the DAMAGE or INJURY occurred: The reserve located behind over the back fences of addresses mentioned above over flooded. Water was gushing through rushing into the back yards. My self Adriana, my husband Willie and my daughter were helping Mick + Bob. A bad experience.

Names of any employees involved in INJURY or DAMAGE:

Why do you claim the Entity is responsible?

Not sure who is responsible.

1 of 10

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)	Estimated prospective damages as far as known
Damage to property.....\$ _____	Future expenses for medical and hospital care.....\$ _____
Expenses for medical and hospital care.....\$ _____	Future loss of earnings.....\$ _____
Loss of earnings.....\$ _____	Other prospective special damages.....\$ _____
Special damages for.....\$ _____	Total estimate prospective damages.....\$ _____
General Damages.....\$ _____	
Total damages incurred to date.....\$ _____	
Total amount claimed as of date of presentation of the claim: \$ _____	

Foot ware Damage
See Attachment.

Was damage and/or Injury Investigated by police? Police I'm assuming city, New home Developer
 If so, what city? Fire Winters, CA. 95694
 Were paramedics or ambulance called? _____ If so, name city or ambulance _____
 If Injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

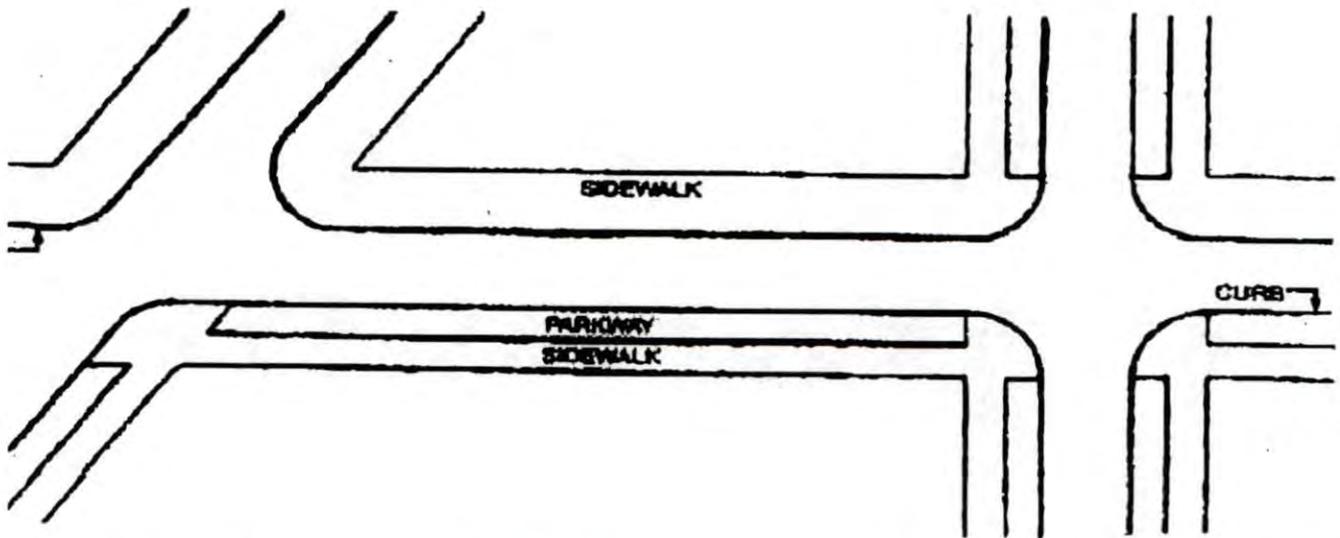
Name <u>Michelle Dill (Mick)</u>	Address <u>707 Foxglove Cir.</u>	Phone <u>795-3684</u>
Name <u>Bob Rennie</u>	Address <u>709 Foxglove Cir.</u>	Phone _____
Name <u>Ashlee & Nick Kendrick</u>	Address <u>620 Foxglove Cir.</u>	Phone <u>530) 681-8584</u>
<u>Ben Karlen</u>	<u>713 Foxglove Cir.</u>	

DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

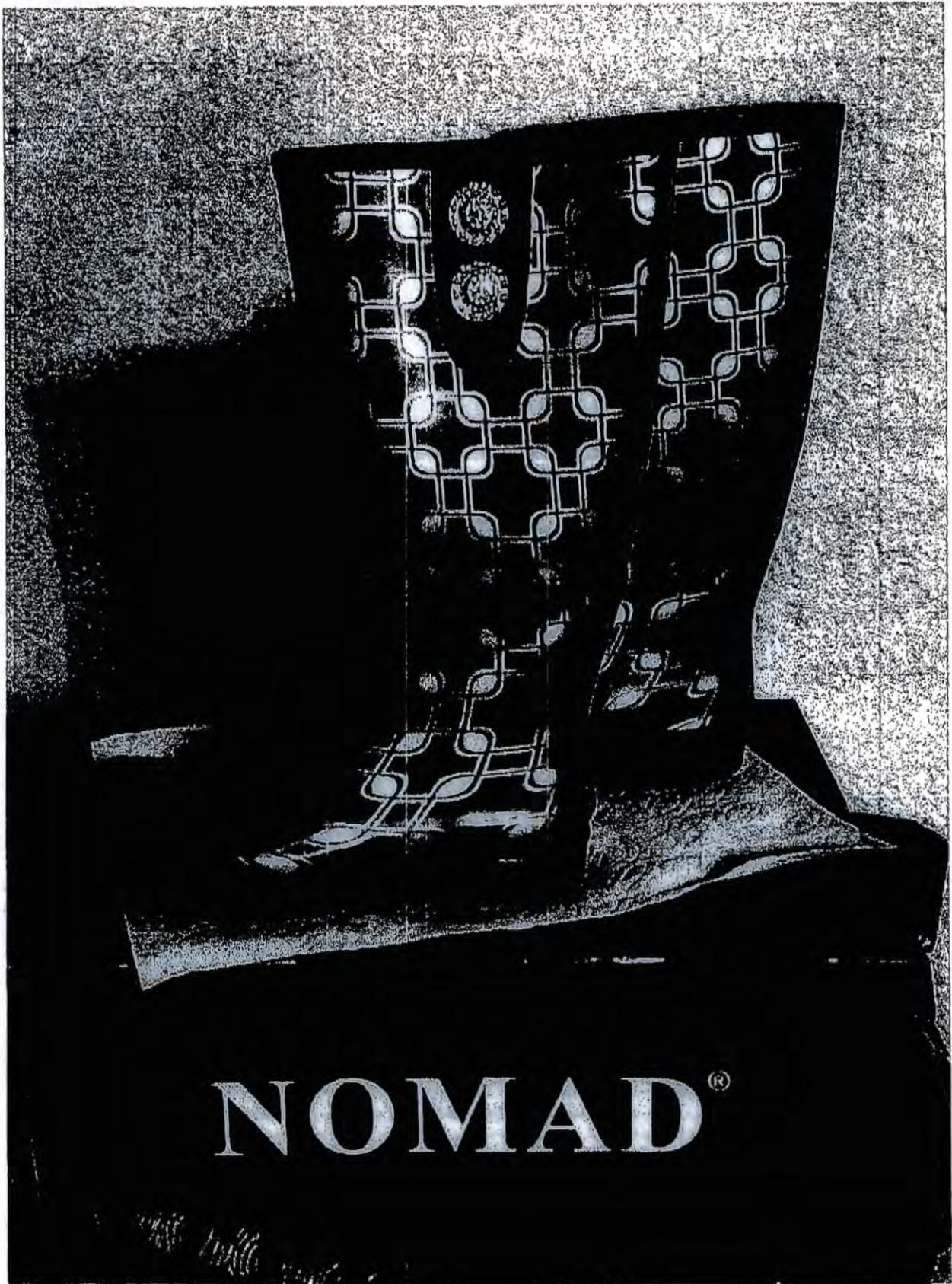
For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.	NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.
---	--



Signature of Claimant or person filing on his behalf giving relationship to Claimant: <u>Adriana Soto</u>	PRINT Name: <u>Adriana Soto</u>	Date: <u>2/6/2019</u>
--	------------------------------------	--------------------------

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)

2 of 10



NOMAD®

3 of 10

QVC Welcome Guest
My Account

Shop By Category Today's Special Value QVC2 Big Deal New Trending Deals Shop

Shopping Cart

[Back to Homepage](#)

If your shopping cart remains idle for the next hour, the items in this cart will be removed. To move to the Saved Items List, click the "Save For Later" button below.

In Stock:

A337847



Nomad Puddles Rubber Rain Boots - Herringbone
Grey/White / 7 Medium

Gift Option	Price	Quantity	S&H	Subtotal
Options	\$59.50	1	\$5.50	\$65.00

[Save For Later](#) [Remove](#)

A361442



Nomad Rubber Rain Boots - Puddles Gingham
Navy/Red / 7 Medium

Gift Option	Price	Quantity	S&H	Subtotal
Options	\$64.50	1	\$5.50	\$70.00

[Save For Later](#) [Remove](#)

Not sure what the tax is
 This is the closest that I could get
 to a match to my yellow ones.

Sent from Yahoo Mail on Android

4 of 10



my husbands Books
which he recently bought.

5 of 10



RED WING STORE - FAIRFIELD
 1350 GATEWAY BLVD
 FAIRFIELD, CA 94533-6905
 707-422-9228
stores.redwing.com/fairfield-ca

Ticket: 69113 Date: 1/6/19 1:08 PM
 Store: 167 Register: 1
 Salesperson:
 Ashley
 Cashier: Ashley

Industrial Account Sale
 Customer: William Soto

530-304-6181
 Account Name:
 Maxistone Inc
 Account Address:
 1125 Missouri Street
 Fairfield, CA 94533

Welcome to our store!

Item	Qty	Price
B" AKUMN WIRRF, 411 QUANTITY 120	1	214.99 T
ASTM F2892-11, EH		
Subsidy Amount		193.49
Discount Industrial Account		(21.50)
Subtotal		193.49
Tax:		16.20

Account Subtotal 193.49
 Account Tax 6.51
 Account Total 200.00

6 of 10



↘
Mick

← Bob

← Willi

← my
Daught
Boots

7 of 10



Brown Boots my daughters

8.07.10

Skip to main content

Clothing, Shoes & Jewelry

Find new hits in **Womens**

Deliver to ADRIANA
Winters 96894

Your Pickup Location [Browsing History](#)

EN Hello, Adriana [Account & Lists](#) [Orders](#) [Prime](#) **0** [Cart](#)

Amazon Fashion

[WOMEN](#) [MEN](#) [GIRLS](#) [BOYS](#) [BABY](#) [LUGGAGE](#) [SALES & DEALS](#) [NEW ARRIVALS](#)

prime wardrobe

shopbop



Dive into our latest swimwear [Shop now](#)

Clothing, Shoes & Jewelry [Women](#) [Shoes](#) [Boots](#) [Knee-High](#)



Roll over image to zoom in

DREAM PAIRS

DREAM PAIRS Women's Side Zipper Fashion Knee High Riding Boots for Lady

75 customer reviews

| 7 answered questions

Price: **\$29.99 - \$35.99**

& Free Return on same sizes and colors

Fit: As expected (76%)

Size:

Size Chart

Color: Brown-Int



- man made material
- Imported
- Synthetic sole
- MATERIAL: Made from Soft PU Leather, durable TPR outsole, round toe, low heel
- COMFORT: Padded soft breathable lining and flexible insole could help your feet relax.
- DESIGN: Simple buckle strap design, and side zipper closure easy to wear on/off, it must the perfect riding boot for every cowgirl.
- OCCASIONS: Suitable for daily walking, riding, and the simple casual style design. Also very convenience and comfort at office work.
- SIZE: Heel Height: 1.5", Platform Measures: 0.5" (approx), Shaft Height: 14.5" (approx), Top opening circumference: 15" (approx)

[Report incorrect product information.](#)

FOOTTECH

2019 Women House Slipper

[Shop now](#)

FootTech Women House

[Ad feedback](#)

Customers who viewed this item also bought

Share

To buy, select Size

Bargain Finds



Usstore 1Pair Women Socks Lace 5...
Usstore
\$3.19
+ \$0.80 shipping
12



2 Pairs Stretch Lace Boot Cuffs ...
mollensluer
\$6.99
+ Free Shipping
11

[View Bargain Finds related to this item](#)



UGG

Customizable cozy

UGG Women's W Customizable Bailey Bow Mini Fashion Boot, Chestnut, 7 M ...
38

\$164.95 [vprime](#)

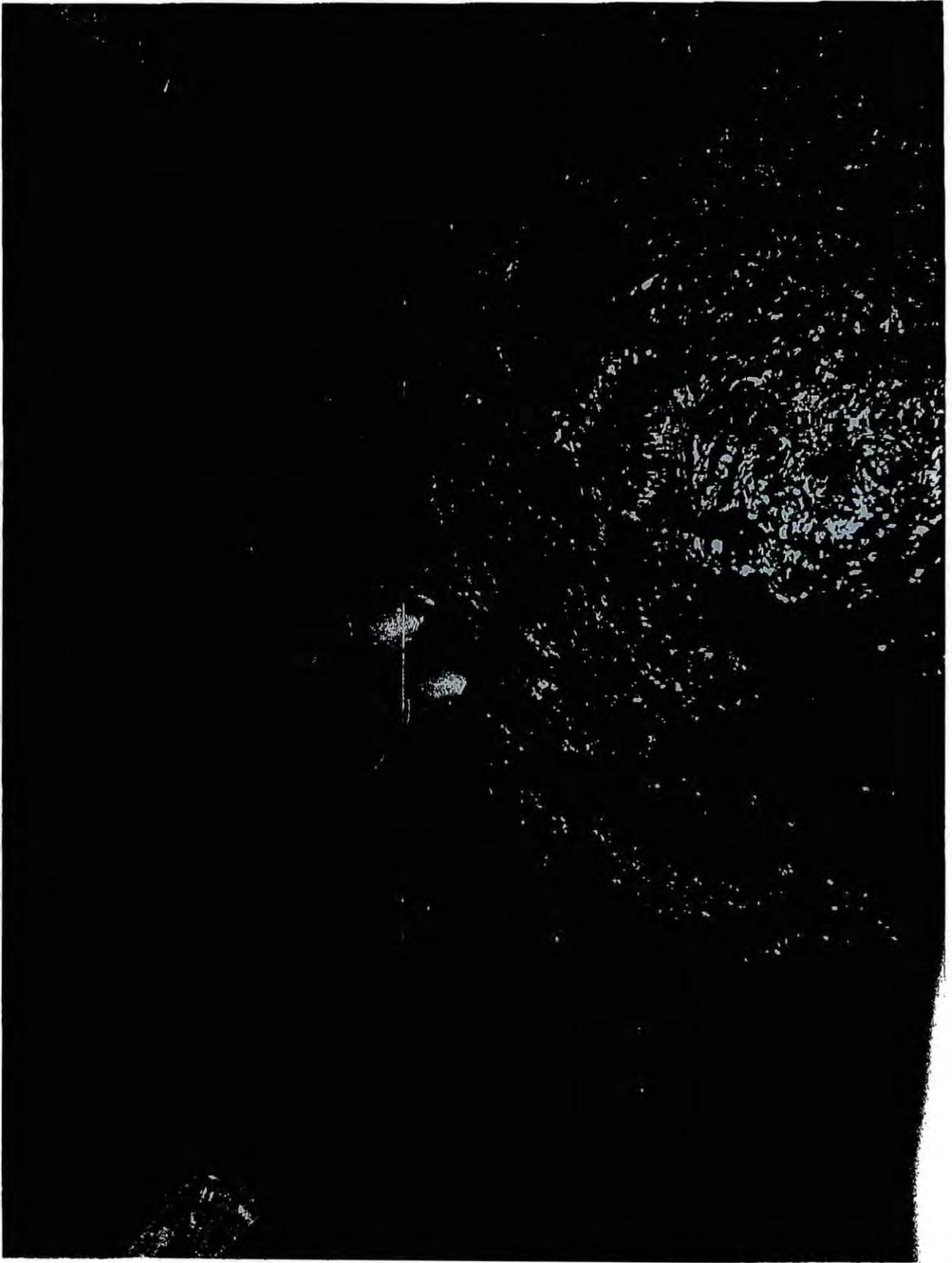
[Ad feedback](#)

Almost Similar to my daughters Boots Valerie

9 of 10

620 Foxglove
Ashlee ↘

707 Foxglove
Mick ↘



Me ↗ Adriana
710 Foxglove Circle

10 of 10



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Cameron Adams

RECOMMENDATION:

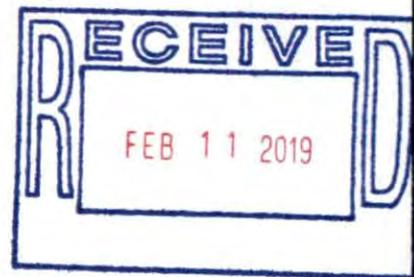
It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is rejected and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) City of Winters

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT <u>Cameron Adams</u>		Date of Birth of Claimant <u>12/19/1990</u>
Home Address of Claimant <u>615 Foxglove circle</u>		City and State <u>Winters, CA</u>
Business Address of Claimant		Occupation of Claimant <u>Transportation Supervisor</u>
		Home Telephone Number <u>530-574-4973</u>
		Business Telephone Number

Give address and telephone number to which you desire notices or communications to be sent regarding this claim:
615 Foxglove circle, Winters, CA - (530) 574-4973

When did DAMAGE or INJURY occur? Date <u>1/16/19</u> Time <u>around 6pm</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / <u>NO</u> (circle one)
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____	

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.
615 Foxglove circle, inside the garage, backyard and back living room/kitchen

Describe in detail how the DAMAGE or INJURY occurred:
The pond behind our house over flowed and caused our backyard, garage and back living room/kitchen area to be flooded.

Names of any employees involved in INJURY or DAMAGE:
Why do you claim the Entity is responsible?
The City of Winters or Contractor working on pond.

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)		Estimated prospective damages as far as known	
Damage to property.....	\$ 7,378.02	Future expenses for medical and hospital care.....	\$
Expenses for medical and hospital care...\$	0	Future loss of earnings.....	\$ 7360.22
Loss of earnings.....	\$ 613.60	Other prospective special damages.....	\$
Special damages for.....	\$	Total estimate prospective damages.....	\$
General Damages.....	\$		
Total damages incurred to date.....	\$		

Total amount claimed as of date of presentation of the claim: \$ 8,727.92

Was damage and/or injury investigated by police? NO If so, what city? _____
Were paramedics or ambulance called? NO If so, name city or ambulance _____
If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

Name <u>Carolyn Curry</u>	Address <u>615 Foxglove Circle</u>	Phone <u>(707) 685-2131</u>
Name <u>Silvia Carranza-Gonzalez</u>	Address <u>615 Foxglove Circle</u>	Phone <u>(707) 631-3961</u>
Name _____	Address _____	Phone _____

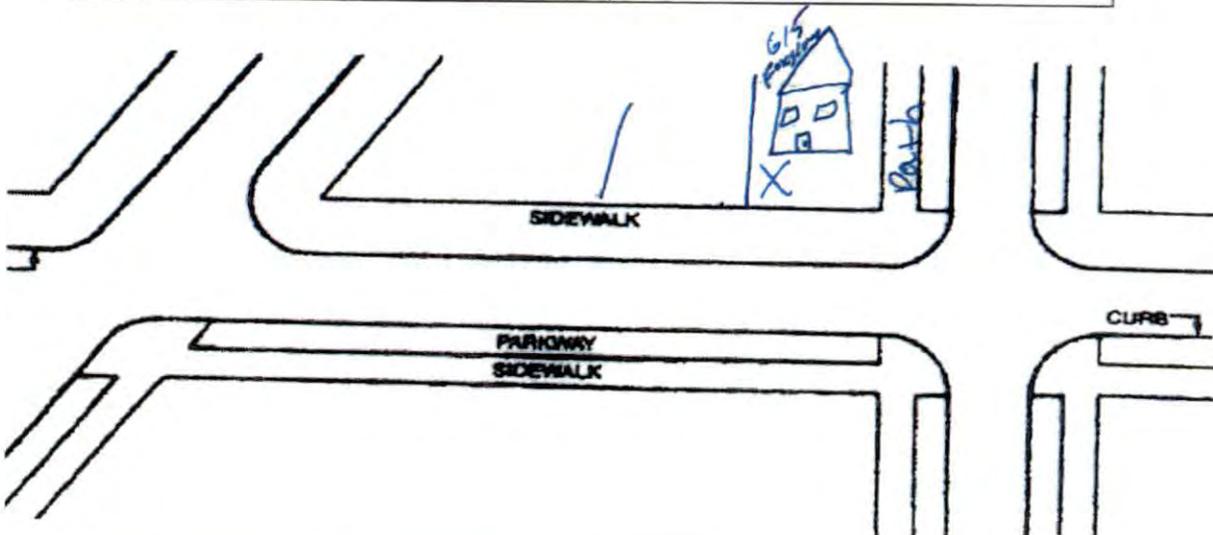
DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to Claimant:

Cameron Adams

PRINT Name:

Cameron Adams

Date:

2/1/18

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Lori Catalano

RECOMMENDATION:

It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is rejected and referred to YCPARMIA to handle the investigation.

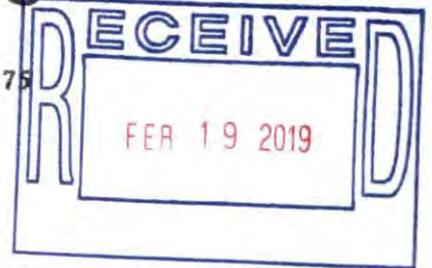
FISCAL IMPACT:

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CITY OF WINTERS

Est. 1875



CLAIM FOR DAMAGES TO PERSON OR PROPERTY

TO: (Entity) _____

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT <i>Lori Catalano</i>		Date of Birth of Claimant <i>9.22.59</i>
Home Address of Claimant <i>1524 Cabrillo Ave Burlingame, CA</i>		Occupation of Claimant <i>Hairstylist</i>
Business Address of Claimant <i>53 N. San Mateo Dr. San Mateo, CA</i>		Home Telephone Number <i>916 342-5148</i>
		Business Telephone Number <i>Same as above</i>
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: <i>1524 Cabrillo Ave Burlingame CA 94010 916 342 5148</i>		
When did DAMAGE or INJURY occur? Date <i>1/16/19</i> Time <i>10:30 p.m.</i>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / <u>NO</u> (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____		

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.

629 Snapdragon / Ivy Loop
 Describe in detail how the DAMAGE or INJURY occurred:
I was visiting my ex husband - I went to bed and he woke me at 10:30 to see the streets had flooded and it was too late to move his and my car. The water level was above the car door.

Names of any employees involved in INJURY or DAMAGE:
 Why do you claim the Entity is responsible?

D

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)		Estimated prospective damages as far as known	
Damage to property.....	\$ 3713.77	Future expenses for medical and hospital care.....	\$ 0
Expenses for medical and hospital care.....	\$ 0	Future loss of earnings.....	\$ 0
Loss of earnings.....	\$ 0	Other prospective special damages.....	\$ 0
Special damages for.....	\$ 0	Total estimate prospective damages.....	\$ 0
General Damages.....	\$ 0		
Total damages Incurred to date.....	\$ 3713.77		

Total amount claimed as of date of presentation of the claim: \$ 3713.77

Was damage and/or injury investigated by police? no If so, what city? _____

Were paramedics or ambulance called? no If so, name city or ambulance _____

If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

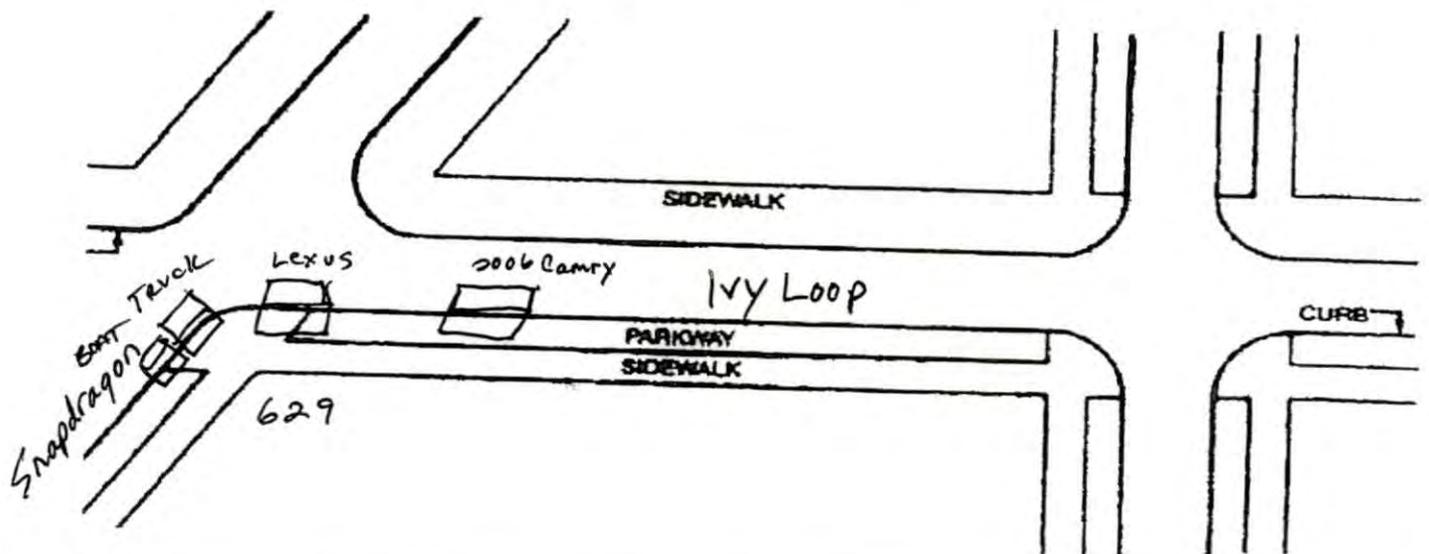
Name <u>Kalani Kanaya (ex-husband)</u>	Address <u>629 Snapdragon</u>	Phone <u>530 304-1581</u>
Name <u>Tom Moore</u>	Address <u>627 Snapdragon</u>	Phone <u>530 902-0511</u>
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.	NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.
---	--



Signature of Claimant or person filing on his behalf giving relationship to Claimant: <u>Lori Catalano</u>	PRINT Name: <u>Lori Catalano</u>	Date: <u>2/12/19</u>
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NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



Toll Free: (800) 435-7764
Email: myclaim@farmersinsurance.com
National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994
Fax: (877) 217-1389

February 8, 2019

LORI J CATALANO
1524 CABRILLO AVE
BURLINGAME CA 94010-4618
Delivered by email to:
CATALANO999@GMAIL.COM

RE:	Insured:	Lori Catalano
	Claim Unit Number:	3012268509-1-1
	Policy Number:	0169634416
	Loss Date:	01/16/2019
	Location of Loss:	Unknown, Winter, CA

Dear Lori Catalano:

Please find attached an updated copy of your repair estimate. I have also attached a copy of the invoice provided by Metzel Upholstery for the additional work.

The additional payment has been issued to the shop. If you have any questions please feel free to contact me.

We know being involved in an auto accident can be a difficult experience. We wanted to take a moment and thank you for allowing us to assist you with your claim.

At Farmers, we strive to provide you with the best service possible, and your feedback plays an important role in our ability to do so. **An email was sent to you on labeled "My Claim Survey", and I would greatly appreciate if you could take a moment and complete it.** Occasionally, this can go to your Junk or Spam folder, so you might want to check there as well.

While the survey may or may not have my name on it, your responses will be reflective of your overall experience with each Farmers team member, including myself.

If you have any additional questions or concerns, please do not hesitate to reach out to me at any time as I am happy to help you in any way I can.

Thank you for continuing to be a Farmers customer, and please know how much we value your relationship with us.

Mid-Century Insurance Company



Stephen Wallace
Special Field Claims Representative
stephen.wallace@farmersinsurance.com
(650) 243-8584

Enclosure(s):

Estimate -

Estimate/Invoice -

GOLDEN GATE CLAIMS SERVICE CENTER
 For CCC supplements: Import by Workfile ID
 Build supplement on top of existing file
 Lock to submit for review
 Non-CCC supplements
 Phone: (650) 243-8584
 Fax: (877) 217-1389

Claim #: 3012268509-1-1
 Workfile ID: 2771c115

Supplement of Record 1 Summary

Written By: STEPHEN WALLACE, 2/7/2019 4:11:46 PM
 Adjuster: Wallace, Stephen, (650) 243-8584 Cellular

Insured:	LORI CATALANO	Owner Policy #:	0169634416	Claim #:	3012268509-1-1
Type of Loss:	Comprehensive	Date of Loss:	01/16/2019 12:02 AM	Days to Repair:	2
Point of Impact:	25 Fresh Water	Deductible:	750.00		

Owner (Insured):	Inspection Location:	Appraiser Information:	Repair Facility:
LORI CATALANO 1524 CABRILLO AVE BURLINGAME, CA 94010 (916) 342-5148 Cellular CATALANO999@GMAIL.COM	CATALANO, LORI 1524 CABRILLO AVE BURLINGAME, CA 94010 Home (916) 342-5148 Cellular	stephen.wallace@farmersinsurance.co m (650) 243-8584	

VEHICLE

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

VIN:	4T1BE32K16U664413	Production Date:	09/2005	Interior Color:	
License:	SRPX388	Odometer:	85594	Exterior Color:	GOLD
State:	CA	Condition:			

TRANSMISSION	Dual Mirrors	Steering Wheel Touch Controls	SEATS
Automatic Transmission	Body Side Moldings	RADIO	Cloth Seats
Overdrive	Console/Storage	AM Radio	Bucket Seats
POWER	Overhead Console	FM Radio	WHEELS
Power Steering	CONVENIENCE	Stereo	Wheel Covers
Power Brakes	Air Conditioning	Search/Seek	PAINT
Power Windows	Intermittent Wipers	CD Player	Clear Coat Paint
Power Locks	Tilt Wheel	SAFETY	OTHER
Power Mirrors	Cruise Control	Drivers Side Air Bag	Power Trunk/Gate Release
Power Driver Seat	Rear Defogger	Passenger Air Bag	
DECOR	Keyless Entry	Anti-Lock Brakes (4)	

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Subl REPLACE CARPET/FOAM NOTE: CARPET PART #58510AA050E0 \$1333.15 TAX @ 9% \$119.98 LABOR \$750 GRAND TOTAL \$2196.47		1	2,203.13 X	0.0	0.0
2	#	S01 Subl ADDITIONAL CARPET REPAIRS - INVOICE IN FILE		1	1,510.64 X	0.0	0.0
SUBTOTALS					3,713.77	0.0	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Miscellaneous			3,713.77
Subtotal			3,713.77
Total Cost of Repairs			3,713.77
Deductible			750.00
Total Adjustments			750.00
Net Cost of Repairs			2,963.77

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Added Items							
2	#	S01 Subl	ADDITIONAL CARPET REPAIRS - INVOICE IN FILE	1	1,510.64 X	0.0	0.0
SUBTOTALS					1,510.64	0.0	0.0

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			0.00
Miscellaneous			1,510.64
Subtotal			1,510.64
Total Supplement Amount			1,510.64
NET COST OF SUPPLEMENT			1,510.64

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	2,203.13	STEPHEN WALLACE
Supplement S01	1,510.64	STEPHEN WALLACE
Workfile Total:	\$ 3,713.77	
TOTAL ADJUSTMENTS:	\$ 750.00	
NET COST OF REPAIRS:	\$ 2,963.77	

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

THIS REPAIR ESTIMATE MAY SPECIFY THE USE OF QUALITY REPLACEMENT PARTS. QUALITY REPLACEMENT PARTS ARE PARTS NOT MANUFACTURED BY OR FOR THE ORIGINAL EQUIPMENT MANUFACTURER. YOUR INSURANCE COMPANY WILL STAND BEHIND THE QUALITY REPLACEMENT PARTS SPECIFIED ON THIS ESTIMATE AND USED IN THE REPAIR OF YOUR VEHICLE, FOR AS LONG AS YOU OWN/LEASE THE VEHICLE. YOUR INSURANCE COMPANY WARRANTS THESE PARTS ARE OF LIKE KIND, QUALITY, FIT AND PERFORMANCE TO PARTS MANUFACTURED BY OR FOR THE ORIGINAL EQUIPMENT MANUFACTURER.

THIS WARRANTY EXCLUSIVELY COVERS LOSS OR DAMAGE THAT IS RELATED TO DEFECTS IN THE QUALITY REPLACEMENT PART. THIS WARRANTY DOES NOT COVER DAMAGE OR PART FAILURE DUE TO IMPROPER INSTALLATION, MISUSE, NEGLIGENCE, ABUSE, IMPROPER MAINTENANCE, ABNORMAL OPERATION, OR NORMAL WEAR AND TEAR.

SHOULD A SUPPLIER OF A PART SPECIFIED IN THE REPAIR ESTIMATE, OR THE REPAIR FACILITY THAT PERFORMS THE REPAIR ON YOUR VEHICLE, BE UNABLE TO RESOLVE A LEGITIMATE COMPLAINT ABOUT THE QUALITY REPLACEMENT PART USED IN THE REPAIR, YOUR INSURANCE COMPANY WILL MAKE EVERY EFFORT TO SEE THAT THE PROBLEM IS CORRECTED.

THIS QUALITY REPLACEMENT PARTS WARRANTY AND ANY REPRESENTATIONS MADE HEREIN ARE NON-TRANSFERABLE AND EXTEND ONLY TO THE PARTY OWNING/LEASING THE VEHICLE AT THE TIME OF THE REPAIR. FOR ASSISTANCE, PLEASE CONTACT YOUR INSURANCE COMPANY'S NEAREST CLAIM DEPARTMENT OFFICE.

As the vehicle owner, the final choice as to which parts will actually be used in the repairs is yours. If you prefer parts other than those included on the estimate, you should notify your repair facility. Should the use of those other parts increase the repair cost, you will be expected to pay the difference.

DISCLAIMER:

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT INSURANCE CLAIM FOR THE PAYMENT OF A LOSS MAY BE GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE LABOR AND TAX RATES USED WERE DETERMINED BY THE VEHICLE INSPECTION LOCATION UNLESS THE REPAIR FACILITY WAS KNOWN AT THE TIME OF THE INSPECTION OR ANOTHER LOCATION WAS SPECIFIED BEFORE THE ESTIMATE WAS PREPARED.

THIS IS NOT AN AUTHORIZATION TO REPAIR.

TO ENSURE REPAIRS WILL BE COMPLETED BASED ON THIS ESTIMATE; PLEASE PROVIDE A COPY TO THE REPAIR FACILITY PRIOR TO AUTHORIZING REPAIRS. FAILURE TO DO SO MAY RESULT IN YOU BECOMING RESPONSIBLE FOR PAYING UNAPPROVED EXPENSES.

NO PAYMENT FOR A SUPPLEMENT WILL BE APPROVED OR ISSUED UNLESS THE REPAIRS WERE AUTHORIZED PRIOR TO COMPLETING THE SUPPLEMENTAL REPAIRS.

POTENTIALLY, A REINSPECTION MAY BE CONDUCTED. ALL SUPPLEMENTS MUST BE APPROVED BY A CLAIMS REPRESENTATIVE BEFORE REPAIRS ARE COMPLETED.

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

IF YOU HAVE COVERAGE FOR DAMAGE TO YOUR VEHICLE UNDER THIS POLICY IT IS OUR OBLIGATION TO INFORM YOU THAT UNDER CALIFORNIA CODE OF REGULATIONS, TITLE 10, CHAPTER 5, SECTION 2695.8(E) YOU HAVE THE RIGHT TO SELECT THE VEHICLE REPAIR FACILITY OF YOUR CHOICE.

WE ARE PROHIBITED BY LAW FROM REQUIRING THAT REPAIRS BE DONE AT A SPECIFIC AUTOMOTIVE REPAIR DEALER. YOU ARE ENTITLED TO SELECT THE AUTO BODY REPAIR SHOP TO REPAIR DAMAGE COVERED BY US. WE HAVE RECOMMENDED AN AUTOMOTIVE REPAIR DEALER THAT WILL REPAIR YOUR DAMAGED VEHICLE. IF YOU AGREE TO USE OUR RECOMMENDED AUTOMOTIVE REPAIR DEALER, WE WILL CAUSE THE DAMAGED VEHICLE TO BE RESTORED TO ITS CONDITION PRIOR TO THE LOSS AT NO ADDITIONAL COST TO YOU OTHER THAN AS STATED IN THE INSURANCE POLICY OR AS OTHERWISE ALLOWED BY LAW. IF YOU EXPERIENCE A PROBLEM WITH THE REPAIR OF YOUR VEHICLE, PLEASE CONTACT US IMMEDIATELY FOR ASSISTANCE.

CCC Open Shop Supplements: Submit using Estimate Share (AWE) retrieval process or contact CCC at (800) 637-8511 for assistance. Non-CCC repair facilities: Contact us at the number listed on the estimate header. *

AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

COMPLAINTS CONCERNING THE REPAIR OF A VEHICLE BY AN AUTO BODY REPAIR SHOP SHOULD BE DIRECTED TO:

TOLL FREE (866) 799-3811

CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS
BUREAU OF AUTOMOTIVE REPAIR
10949 NORTH MAHER BOULEVARD
RANCHO CORDOVA, CA 95670

THE BUREAU OF AUTOMOTIVE REPAIR CAN ALSO ACCEPT COMPLAINTS OVER ITS WEB SITE AT:
WWW.AUTOREPAIR.CA.GOV

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

ANY CONCERNS REGARDING HOW AN AUTO INSURANCE CLAIM IS BEING HANDLED SHOULD BE SUBMITTED TO THE CALIFORNIA DEPARTMENT OF INSURANCE AT:

(800) 927-HELP OR (213) 897-8921

CALIFORNIA DEPARTMENT OF INSURANCE
CONSUMER SERVICES DIVISION
300 SOUTH SPRING STREET
SOUTH TOWER
LOS ANGELES, CA 90013

THE CALIFORNIA DEPARTMENT OF INSURANCE CAN ALSO ACCEPT COMPLAINTS OVER ITS WEB SITE AT:
WWW.INSURANCE.CA.GOV

GLASS REPLACEMENT IS AVAILABLE BY CALLING SAFELITE AT
1-800-826-0914

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

"CURE TIME" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide AEM8521, CCC Data Date 2/1/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2019 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

SHOULD A SUPPLIER OF A PART SPECIFIED IN OUR REPAIR ESTIMATE, OR THE REPAIR FACILITY THAT PERFORMS THE REPAIR ON YOUR VEHICLE, BE UNABLE TO RESOLVE A LEGITIMATE COMPLAINT ABOUT THE QUALITY REPLACEMENT PART USED IN THE REPAIR, WE WILL PAY FOR THE COSTS ASSOCIATED WITH RETURNING THE PART AND THE COST TO REMOVE AND REPLACE THE NON ORIGINAL EQUIPMENT MANUFACTURER PART WITH A COMPLIANT NON ORIGINAL EQUIPMENT MANUFACTURER PART OR AN ORIGINAL EQUIPMENT MANUFACTURER PART.

IF WE WROTE THE ESTIMATE PRIOR TO YOU CHOOSING A REPAIR FACILITY AND YOU LATER CHOOSE ONE WITH DIFFERING LABOR RATES, WE SHALL PREPARE A NEW ESTIMATE USING THE PREVAILING LABOR RATES FOR YOUR CHOSEN REPAIR FACILITY. UPON RECEIPT OF A SUPPLEMENTAL ESTIMATE AND PHOTOS, WE MAY REQUIRE A PHYSICAL RE-INSPECTION.

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

ALTERNATE PARTS USAGE

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

VIN:	4T1BE32K16U664413	Production Date:	09/2005	Interior Color:	
License:	5RPX388	Odometer:	85594	Exterior Color:	GOLD
State:	CA	Condition:			

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	0	0
Optional OEM	0	0
Reconditioned	0	0
Recycled	0	0

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

RECALL INFO

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

VIN:	4T1BE32K16U664413	Production Date:	09/2005	Interior Color:	
License:	5RPX388	Odometer:	85594	Exterior Color:	GOLD
State:	CA	Condition:			

The National Highway Transportation and Safety Administration (NHTSA) has issued 5 safety-related recall notice(s) that may apply to the selected vehicle.

NHTSA ID: 16V396000 **Issued: Jun 6, 16** **Number of Vehicles: 00007749**

SEATS Southeast Toyota Distributors, LLC (SET) is recalling certain 2005-2011 4Runner, Highlander, Sequoia, and Sienna, 2005-2010 Avalon and Tundra, 2006-2008 Camry Solara, 2006-2010 Highlander hybrid, 2006-2011 Rav4 and Tacoma, 2007-2010 FJ Cruiser, 2007-2011 Camry hybrid, 2009-2010 Venza, 2010-2012 Prius, 1988-1990 and 2005-2010 Camry, and 1989 and 2009-2010 Corolla vehicles equipped with aftermarket accessory seat heaters with a copper strand heating element. The electrical wiring in the seat heaters may be damaged when the seat cushion is compressed. If damaged, the copper strand heating element may short circuit, increasing the risk of a fire. SET will notify owners, and dealers will disconnect the seat heaters, free of charge, and refund the purchase price of the seat heater accessory. The recall began on July 14, 2016. Owners may contact SET customer service at 1-866-405-4226. SET number for this recall is SET16B.

NHTSA ID: 14V743000 **Issued: Nov 11, 14** **Number of Vehicles: 00003233**

SEATS Southeast Toyota Distributors, LLC (SET) is recalling certain model year 2010-2011 Prius and Corolla, 2009-2011 Venza, 2006-2010 Avalon, 2007-2010 FJ Cruiser, 2005-2011 Sienna and Sequoia, 2006-2011 Tacoma 4x2 and 4x4, Camry, Highlander, Tundra 4x2 and 4x4, and 2007-2011 Rav4 and 4Runner. The affected vehicles may experience compression of the seat cushion which may damage the seat heater wiring. Damage to the seat heater wiring could cause the wires to short, increasing the risk of the seat burning and causing personal injury to the occupant. SET will notify owners, and dealers will disconnect the heaters with copper strand heating elements and refund the purchase price of the seat heater accessory, free of charge. The recall is expected to began in January 2015. Owners may contact SET customer service at 1-866-405-4226.

NHTSA ID: 10V036000 **Issued: Feb 2, 10** **Number of Vehicles: 00153418**

EQUIPMENT SOUTHEAST TOYOTA IS RECALLING CERTAIN MODEL YEAR 2005-2011 PASSENGER VEHICLES FOR FAILING TO COMPLY WITH THE REQUIREMENTS OF FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 110, "TIRE SELECTION AND RIMS." THESE VEHICLES WERE SOLD WITHOUT THE REQUISITE LOAD CARRYING CAPACITY MODIFICATION LABELS. A DRIVER MAY OVERLOAD A VEHICLE WHICH MAY INCREASE THE RISK OF A CRASH. DEALERS WILL MAIL TO CONSUMERS THE CORRECTED LABEL OR THE CUSTOMER WILL HAVE THE OPTION FOR DEALERS TO INSTALL THE LABEL FREE OF CHARGE. THE SAFETY RECALL BEGAN ON MAY 27, 2010. OWNERS MAY CONTACT SOUTHEAST TOYOTA AT 1-800-301-6859.

NHTSA ID: 10V035000 **Issued: Feb 2, 10** **Number of Vehicles: 00271417**

EQUIPMENT GULF STATES TOYOTA IS RECALLING CERTAIN MODEL YEAR 2005-2010 VEHICLES FOR FAILING TO COMPLY WITH THE REQUIREMENTS OF FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 110, "TIRE SELECTION AND RIMS." THESE VEHICLES WERE SOLD BETWEEN SEPTEMBER 1, 2005 AND JUNE 2, 2008 WITHOUT THE REQUISITE LOAD CARRYING CAPACITY MODIFICATION LABELS. THIS DOES NOT MEET THE STANDARD REQUIREMENTS. DEALERS WILL MAIL TO CONSUMERS THE CORRECTED LABEL OR THE CUSTOMER WILL HAVE THE OPTION FOR DEALERS TO INSTALL THE LABEL FREE OF CHARGE. DEALERS WILL ALSO CORRECT THE OWNER'S MANUAL. THE SAFETY RECALL BEGAN ON MAY 27, 2010. OWNERS MAY CONTACT GULF STATES TOYOTA AT 713-580-3300.

NHTSA ID: 05V539000 **Issued: Nov 11, 05** **Number of Vehicles: 00004503**

EQUIPMENT CERTAIN PASSENGER VEHICLES FAIL TO CONFORM TO THE REQUIREMENTS OF FEDERAL MOTOR VEHICLE SAFETY STANDARD NO.

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

110, "TIRE SELECTION AND RIMS" THE VEHICLES' TIRE AND LOADING INFORMATION LABEL OR PLACARD ON THE DRIVER'S SIDE B-PILLAR INCORRECTLY INDICATES THE SPARE TIRE SIZE. A MISPRINTED LABEL WOULD LEAD TO IMPROPER VEHICLE LOADING SPECIFICATIONS OR TIRE INFLATION WHICH COULD RESULT IN A TIRE FAILURE, INCREASING THE RISK OF A CRASH. OWNERS WILL BE PROVIDED WITH NEW TIRE INFORMATION PLACARDS AND INSTALLATION INSTRUCTIONS. AT THE CUSTOMER'S OPTION, A DEALER CAN PERFORM THE INSTALLATION FOR THEM. THE RECALL BEGAN ON DECEMBER 28, 2005. OWNERS MAY CONTACT TOYOTA AT 1-800-331-4331.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters –Mid-Century Insurance Company ASO
Lori Catalano

RECOMMENDATION:

It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is rejected and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.



Toll Free: (800) 435-7764
 Email: myclaim@farmersinsurance.com
 National Documents Center
 P.O. Box 268992
 Oklahoma City, OK 73126-8992
 Fax: (877) 217-1389

02/19/2019

City Of Winters, Attention Crystal Zaragoza
 318 1st Street
 Winters, CA 95694



Our Insured: Lori Catalano
 Our Claim #: 099 SUB 3012268509-1
 Date of Loss: 01/16/2019
 Your Insured: City Of Winters Re: Street Flooding
 Your Claim #:
 Deductible Amount: \$750.00
 Total Amount Owed: \$3,713.77

Dear City Of Winters, Attention Crystal Zaragoza:

Our investigation has established that the above loss was caused by your negligence or someone employed by you. It has been determined that you are responsible for all or part of the material damage, bodily injury, property damage, medical, and/or related expense payments paid on our insured's behalf. The current amount we have paid on our insured's behalf may increase or decrease due to additional bodily injury, property damage, medical and/or other related expense payments. The amount for which we are seeking reimbursement for property damage is \$3,713.77.

Our theory of liability is as follows: City of Winters has drainage problems, the street had flooded and caused damage to our insureds vehicle.

You have the right to dispute any or all of our claim. If you do not dispute it within seven (7) days of receiving this letter, Farmers Insurance Exchange will assume that it is valid. Be advised that no partial payment, which is less than the full amount, will be considered in any way an acceptance of benefits, a novation or an accord and satisfaction of this claim without the express written release of our claim executed by an individual who identifies himself/herself as a member of our subrogation department. Therefore, our legal rights to enforce collection on the remaining amount of the claim shall not be waived or estopped due to a partial payment by you.

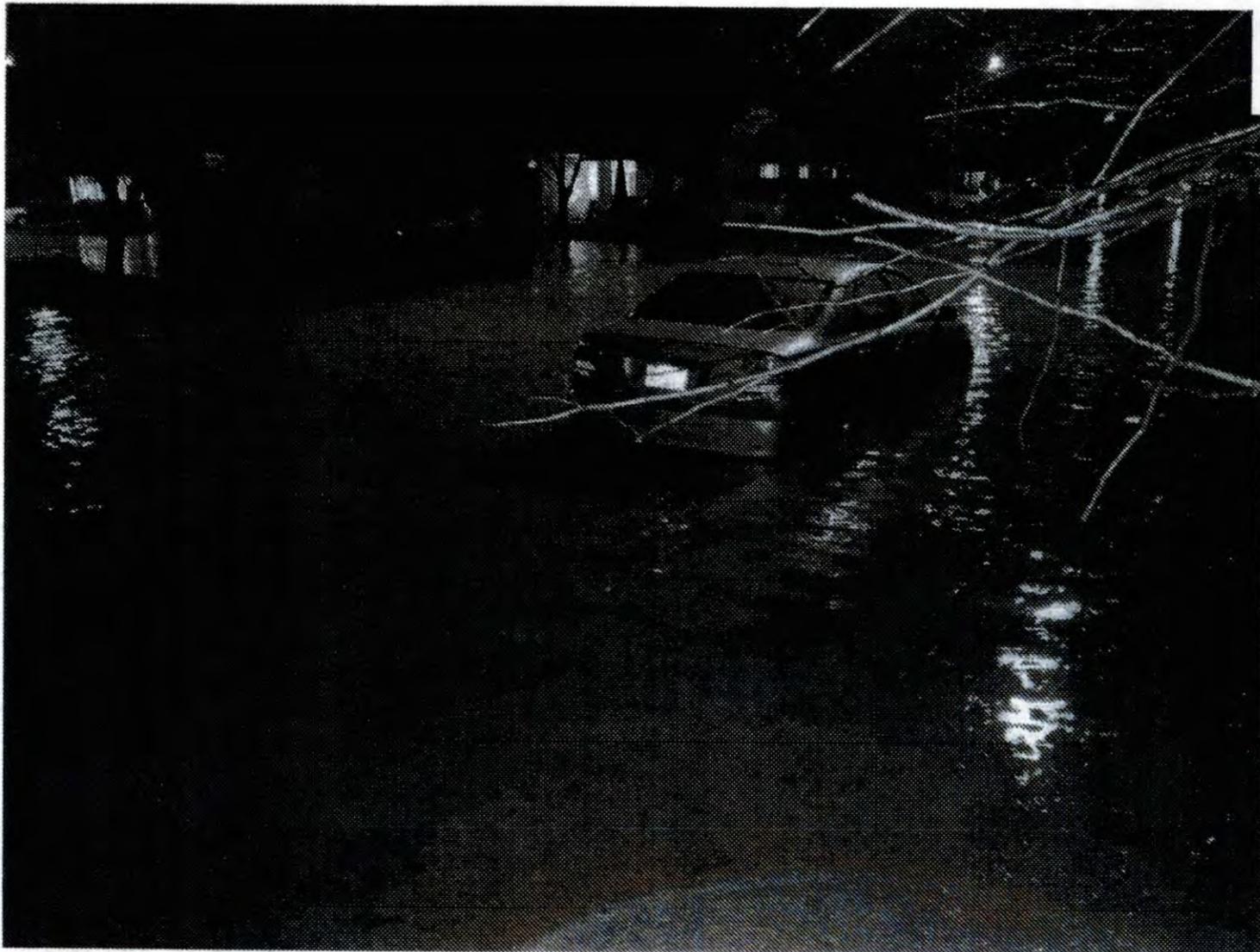
If you need additional support for our claim or require further information, please contact me. Please send payment to:

National Document Center
 PO Box 268992
 Oklahoma City, Ok 73126

Sincerely,

Leonardo J. De La Cruz

Leonardo De La Cruz
Litigation Claims Representative
Mid-Century Insurance Company
616-803-7594
leonardo.de.la.cruz@farmersinsurance.com





CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) City of Winters

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filling.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT Mid-Century Insurance Company ASO Lori Catalano	Date of Birth of Claimant N/A
Home Address of Claimant N/A	City and State N/A
Business Address of Claimant PO Box 268994 Oklahoma City OK 73126	Occupation of Claimant N/A
	Home Telephone Number N/A
	Business Telephone Number 616-803-7594
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: Mid-Century Ins Claim 3012268509-1 PO Box 268994 Oklahoma City OK 73126	
When did DAMAGE or INJURY occur? Date <u>01/16/2019</u> Time <u>10:30 PM</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / <input checked="" type="radio"/> NO (circle one)
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date <u>N/A</u>	

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.

Describe in detail how the DAMAGE or INJURY occurred:

629 Snapdragon / Ivy Loop

This claim is for property damage only. Insureds vehicle was parked when the street flooded due to drainage issues and caused our insureds vehicle to flood.

Names of any employees involved in INJURY or DAMAGE:
Why do you claim the Entity is responsible?

Failure to maintain the drains in the roadway.

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)		Estimated prospective damages as far as known	
Damage to property.....	\$ 3713.77	Future expenses for medical and hospital care.....	\$ _____
Expenses for medical and hospital care.....	\$ _____	Future loss of earnings.....	\$ _____
Loss of earnings.....	\$ _____	Other prospective special damages.....	\$ _____
Special damages for.....	\$ _____	Total estimate prospective damages.....	\$ _____
General Damages.....	\$ _____		
Total damages incurred to date.....	\$ _____		

Total amount claimed as of date of presentation of the claim: \$ 3713.77

Was damage and/or injury investigated by police? No If so, what city? No
 Were paramedics or ambulance called? No If so, name city or ambulance No
 If injured, state date, time, name and address of doctor of your first visit No

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

Name <u>Kalami Kanaya</u>	Address <u>N/A</u>	Phone <u>530-304-1581</u>
Name <u>Tom Moore</u>	Address <u>N/A</u>	Phone <u>530-902-0511</u>
Name <u>N/A</u>	Address <u>N/A</u>	Phone <u>N/A</u>

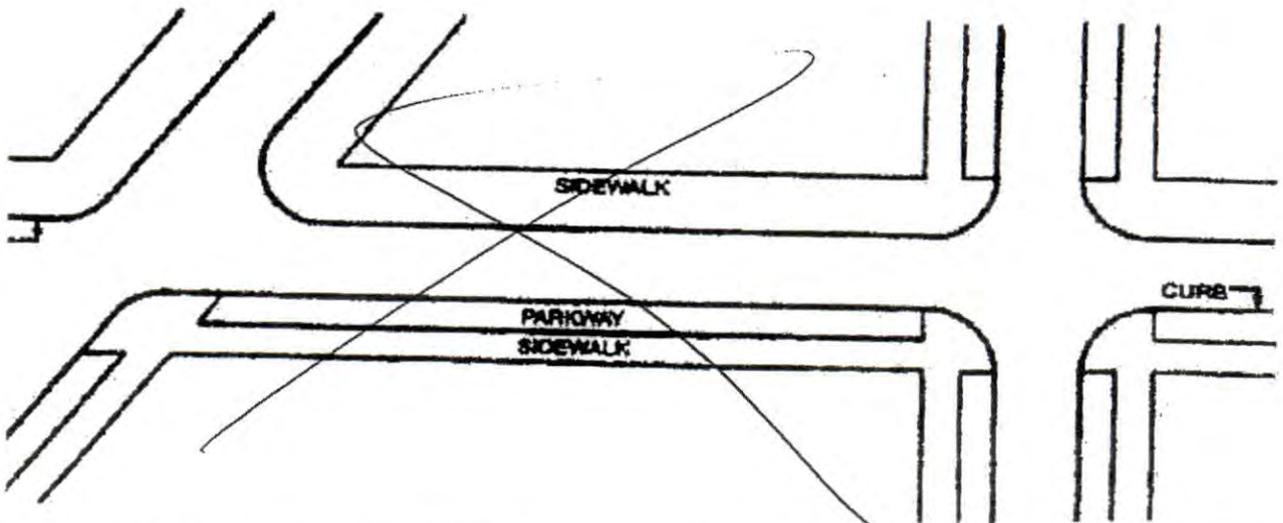
DOCTORS and HOSPITALS

Hospital <u>N/A</u>	Address _____	Date Hospitalized _____
Doctor <u>N/A</u>	Address _____	Date of Treatment _____
Doctor <u>N/A</u>	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to Claimant: <i>Tara Certa ASO Lori Catalano</i>	PRINT Name: Tara Certa ASO Lori Catalano	Date: 02/19/2019
--	---	---------------------

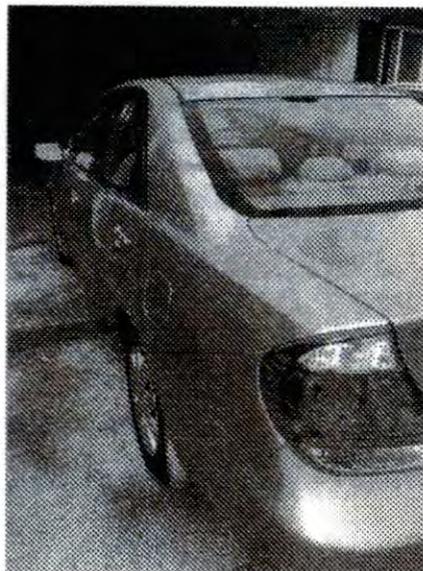
NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)

HEART Claim Pics

PDF created on January 28, 2019 at 13:40:56 PST

Claim Unit Number: 3012268509-1-1

Notes:







MI D-CENTURY I NSURANCE COMPANY

GOLDEN GATE CLAIMS SERVICE CENTER
For CCC supplements: Import by Workfile ID
Build supplement on top of existing file
Lock to submit for review

Non-CCC supplements
Phone: (650) 243-8584
Fax: (877) 217-1389

Claim #: 3012268509-1-1
Workfile ID: 2771c115

Supplement of Record 1 Summary

Written By: STEPHEN WALLACE, 2/7/2019 4:11:46 PM
Adjuster: Wallace, Stephen, (650) 243-8584 Cellular

Insured:	LORI CATALANO	Owner Policy #:	0169634416	Claim #:	3012268509-1-1
Type of Loss:	Comprehensive	Date of Loss:	01/16/2019 12:02 AM	Days to Repair:	2
Point of Impact:	25 Fresh Water	Deductible:	750.00		

Owner (Insured):	Inspection Location:	Appraiser Information:	Repair Facility:
LORI CATALANO 1524 CABRILLO AVE BURLINGAME, CA 94010 (916) 342-5148 Cellular CATALANO999@GMAIL.COM	CATALANO, LORI 1524 CABRILLO AVE BURLINGAME, CA 94010 Home (916) 342-5148 Cellular	stephen.wallace@farmersinsurance.com (650) 243-8584	

VEHICLE

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

VIN:	4T1BE32K16U664413	Production Date:	09/2005	Interior Color:	
License:	5RPX388	Odometer:	85594	Exterior Color:	GOLD
State:	CA	Condition:			

TRANSMISSION

Automatic Transmission

Overdrive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Body Side Moldings

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Steering Wheel Touch Controls

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Power Trunk/Gate Release

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

THIS REPAIR ESTIMATE MAY SPECIFY THE USE OF QUALITY REPLACEMENT PARTS. QUALITY REPLACEMENT PARTS ARE PARTS NOT MANUFACTURED BY OR FOR THE ORIGINAL EQUIPMENT MANUFACTURER. YOUR INSURANCE COMPANY WILL STAND BEHIND THE QUALITY REPLACEMENT PARTS SPECIFIED ON THIS ESTIMATE AND USED IN THE REPAIR OF YOUR VEHICLE, FOR AS LONG AS YOU OWN/LEASE THE VEHICLE. YOUR INSURANCE COMPANY WARRANTS THESE PARTS ARE OF LIKE KIND, QUALITY, FIT AND PERFORMANCE TO PARTS MANUFACTURED BY OR FOR THE ORIGINAL EQUIPMENT MANUFACTURER.

THIS WARRANTY EXCLUSIVELY COVERS LOSS OR DAMAGE THAT IS RELATED TO DEFECTS IN THE QUALITY REPLACEMENT PART. THIS WARRANTY DOES NOT COVER DAMAGE OR PART FAILURE DUE TO IMPROPER INSTALLATION, MISUSE, NEGLIGENCE, ABUSE, IMPROPER MAINTENANCE, ABNORMAL OPERATION, OR NORMAL WEAR AND TEAR.

SHOULD A SUPPLIER OF A PART SPECIFIED IN THE REPAIR ESTIMATE, OR THE REPAIR FACILITY THAT PERFORMS THE REPAIR ON YOUR VEHICLE, BE UNABLE TO RESOLVE A LEGITIMATE COMPLAINT ABOUT THE QUALITY REPLACEMENT PART USED IN THE REPAIR, YOUR INSURANCE COMPANY WILL MAKE EVERY EFFORT TO SEE THAT THE PROBLEM IS CORRECTED.

THIS QUALITY REPLACEMENT PARTS WARRANTY AND ANY REPRESENTATIONS MADE HEREIN ARE NON-TRANSFERABLE AND EXTEND ONLY TO THE PARTY OWNING/LEASING THE VEHICLE AT THE TIME OF THE REPAIR. FOR ASSISTANCE, PLEASE CONTACT YOUR INSURANCE COMPANY'S NEAREST CLAIM DEPARTMENT OFFICE.

As the vehicle owner, the final choice as to which parts will actually be used in the repairs is yours. If you prefer parts other than those included on the estimate, you should notify your repair facility. Should the use of those other parts increase the repair cost, you will be expected to pay the difference.

DISCLAIMER:

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT INSURANCE CLAIM FOR THE PAYMENT OF A LOSS MAY BE GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE LABOR AND TAX RATES USED WERE DETERMINED BY THE VEHICLE INSPECTION LOCATION UNLESS THE REPAIR FACILITY WAS KNOWN AT THE TIME OF THE INSPECTION OR ANOTHER LOCATION WAS SPECIFIED BEFORE THE ESTIMATE WAS PREPARED.

THIS IS NOT AN AUTHORIZATION TO REPAIR.

TO ENSURE REPAIRS WILL BE COMPLETED BASED ON THIS ESTIMATE; PLEASE PROVIDE A COPY TO THE REPAIR FACILITY PRIOR TO AUTHORIZING REPAIRS. FAILURE TO DO SO MAY RESULT IN YOU BECOMING RESPONSIBLE FOR PAYING UNAPPROVED EXPENSES.

NO PAYMENT FOR A SUPPLEMENT WILL BE APPROVED OR ISSUED UNLESS THE REPAIRS WERE AUTHORIZED PRIOR TO COMPLETING THE SUPPLEMENTAL REPAIRS.

POTENTIALLY, A REINSPECTION MAY BE CONDUCTED. ALL SUPPLEMENTS MUST BE APPROVED BY A CLAIMS REPRESENTATIVE BEFORE REPAIRS ARE COMPLETED.

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

IF YOU HAVE COVERAGE FOR DAMAGE TO YOUR VEHICLE UNDER THIS POLICY IT IS OUR OBLIGATION TO INFORM YOU THAT UNDER CALIFORNIA CODE OF REGULATIONS, TITLE 10, CHAPTER 5, SECTION 2695.8(E) YOU HAVE THE RIGHT TO SELECT THE VEHICLE REPAIR FACILITY OF YOUR CHOICE.

WE ARE PROHIBITED BY LAW FROM REQUIRING THAT REPAIRS BE DONE AT A SPECIFIC AUTOMOTIVE REPAIR DEALER. YOU ARE ENTITLED TO SELECT THE AUTO BODY REPAIR SHOP TO REPAIR DAMAGE COVERED BY US. WE HAVE RECOMMENDED AN AUTOMOTIVE REPAIR DEALER THAT WILL REPAIR YOUR DAMAGED VEHICLE. IF YOU AGREE TO USE OUR RECOMMENDED AUTOMOTIVE REPAIR DEALER, WE WILL CAUSE THE DAMAGED VEHICLE TO BE RESTORED TO ITS CONDITION PRIOR TO THE LOSS AT NO ADDITIONAL COST TO YOU OTHER THAN AS STATED IN THE INSURANCE POLICY OR AS OTHERWISE ALLOWED BY LAW. IF YOU EXPERIENCE A PROBLEM WITH THE REPAIR OF YOUR VEHICLE, PLEASE CONTACT US IMMEDIATELY FOR ASSISTANCE.

CCC Open Shop Supplements: Submit using Estimate Share (AWE) retrieval process or contact CCC at (800) 637-8511 for assistance. Non-CCC repair facilities: Contact us at the number listed on the estimate header. *

AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

COMPLAINTS CONCERNING THE REPAIR OF A VEHICLE BY AN AUTO BODY REPAIR SHOP SHOULD BE DIRECTED TO:

TOLL FREE (866) 799-3811

CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS
BUREAU OF AUTOMOTIVE REPAIR
10949 NORTH MAHER BOULEVARD
RANCHO CORDOVA, CA 95670

THE BUREAU OF AUTOMOTIVE REPAIR CAN ALSO ACCEPT COMPLAINTS OVER ITS WEB SITE AT:
WWW.AUTOREPAIR.CA.GOV

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

ANY CONCERNS REGARDING HOW AN AUTO INSURANCE CLAIM IS BEING HANDLED SHOULD BE SUBMITTED TO THE CALIFORNIA DEPARTMENT OF INSURANCE AT:

(800) 927-HELP OR (213) 897-8921

CALIFORNIA DEPARTMENT OF INSURANCE
CONSUMER SERVICES DIVISION
300 SOUTH SPRING STREET
SOUTH TOWER
LOS ANGELES, CA 90013

THE CALIFORNIA DEPARTMENT OF INSURANCE CAN ALSO ACCEPT COMPLAINTS OVER ITS WEB SITE AT:
WWW.INSURANCE.CA.GOV

GLASS REPLACEMENT IS AVAILABLE BY CALLING SAFELITE AT
1-800-826-0914

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D= DISCONTINUED PART, A= APPROXIMATE PRICE. LABOR TYPES: B= BODY LABOR, D= DIAGNOSTIC, E= ELECTRICAL, F= FRAME, G= GLASS, M= MECHANICAL, P= PAINT LABOR, S= STRUCTURAL, T= TAXED MISCELLANEOUS, X= NON TAXED MISCELLANEOUS. CCC ONE: ADJ= ADJACENT, ALGN= ALIGN, A/M= AFTERMARKET, BLND= BLEND, CAPA= CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R= DISCONNECT AND RECONNECT, EST= ESTIMATE, EXT. PRICE= UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL= INCLUDED, MISC= MISCELLANEOUS, NAGS= NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ= NON ADJACENT, O/H= OVERHAUL, OP= OPERATION, NO= LINE NUMBER, QTY= QUANTITY, RECOND= RECONDITION, REFN= REFINISH, REPL= REPLACE, R&I= REMOVE AND INSTALL, R&R= REMOVE AND REPLACE, RPR= REPAIR, RT= RIGHT, SECT= SECTION, SUBL= SUBLET, LT= LEFT, W/O= WITHOUT, W/_= WITH/_ SYMBOLS: # = MANUAL LINE ENTRY, * = OTHER [I.E..MOTORS DATABASE INFORMATION WAS CHANGED], ** = DATABASE LINE WITH AFTERMARKET, N= NOTES ATTACHED TO LINE. OPT OEM= ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

"CURE TIME" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide AEM8521, CCC Data Date 2/1/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2019 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m= MOTOR Mechanical component. s= MOTOR Structural component. T= Miscellaneous Taxed charge category. X= Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D= Diagnostic labor category. E= Electrical labor category. F= Frame labor category. G= Glass labor category. M= Mechanical labor category. S= Structural labor category. (numbers) 1 through 4= User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.= Adjacent. Algn.= Align. ALU= Aluminum. A/M= Aftermarket part. Blnd= Blend. BOR= Boron steel. CAPA= Certified Automotive Parts Association. D&R= Disconnect and Reconnect. HSS= High Strength Steel. HYD= Hydroformed Steel. Incl.= Included. LKQ= Like Kind and Quality. LT= Left. MAG= Magnesium. Non-Adj.= Non Adjacent. NSF= NSF International Certified Part. O/H= Overhaul. Qty= Quantity. Refn= Refinish. Repl= Replace. R&I= Remove and Install. R&R= Remove and Replace. Rpr= Repair. RT= Right. SAS= Sandwiched Steel. Sect= Section. Subl= Sublet. UHS= Ultra High Strength Steel. N= Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR= Bureau of Automotive Repair. EPA= Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR= Paintless Dent Repair. VIN= Vehicle Identification Number.

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

SHOULD A SUPPLIER OF A PART SPECIFIED IN OUR REPAIR ESTIMATE, OR THE REPAIR FACILITY THAT PERFORMS THE REPAIR ON YOUR VEHICLE, BE UNABLE TO RESOLVE A LEGITIMATE COMPLAINT ABOUT THE QUALITY REPLACEMENT PART USED IN THE REPAIR, WE WILL PAY FOR THE COSTS ASSOCIATED WITH RETURNING THE PART AND THE COST TO REMOVE AND REPLACE THE NON ORIGINAL EQUIPMENT MANUFACTURER PART WITH A COMPLIANT NON ORIGINAL EQUIPMENT MANUFACTURER PART OR AN ORIGINAL EQUIPMENT MANUFACTURER PART.

IF WE WROTE THE ESTIMATE PRIOR TO YOU CHOOSING A REPAIR FACILITY AND YOU LATER CHOOSE ONE WITH DIFFERING LABOR RATES, WE SHALL PREPARE A NEW ESTIMATE USING THE PREVAILING LABOR RATES FOR YOUR CHOSEN REPAIR FACILITY. UPON RECEIPT OF A SUPPLEMENTAL ESTIMATE AND PHOTOS, WE MAY REQUIRE A PHYSICAL RE-INSPECTION.

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Subl REPLACE CARPET/FOAM NOTE: CARPET PART #58510AA050E0 \$1333.15 TAX @ 9% \$119.98 LABOR \$750 GRAND TOTAL \$2196.47		1	2,203.13 X	0.0	0.0
2	#	S01 Subl ADDITIONAL CARPET REPAIRS - INVOICE IN FILE		1	1,510.64 X	0.0	0.0
SUBTOTALS					3,713.77	0.0	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Miscellaneous			3,713.77
Subtotal			3,713.77
Total Cost of Repairs			3,713.77
Deductible			750.00
Total Adjustments			750.00
Net Cost of Repairs			2,963.77

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Added Items							
2	#	S01 Subl	ADDITIONAL CARPET REPAIRS - INVOICE IN FILE	1	1,510.64 X	0.0	0.0
SUBTOTALS					1,510.64	0.0	0.0

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			0.00
Miscellaneous			1,510.64
Subtotal			1,510.64
Total Supplement Amount			1,510.64
NET COST OF SUPPLEMENT			1,510.64

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	2,203.13	STEPHEN WALLACE
Supplement S01	1,510.64	STEPHEN WALLACE
Workfile Total:	\$ 3,713.77	
TOTAL ADJUSTMENTS:	\$ 750.00	
NET COST OF REPAIRS:	\$ 2,963.77	

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

RECALL INFO

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

VIN:	4T1BE32K16U664413	Production Date:	09/2005	Interior Color:	
License:	5RPX388	Odometer:	85594	Exterior Color:	GOLD
State:	CA	Condition:			

The National Highway Transportation and Safety Administration (NHTSA) has issued 5 safety-related recall notice(s) that may apply to the selected vehicle.

NHTSA ID: 16V396000 **Issued: Jun 6, 16** **Number of Vehicles: 00007749**

SEATS Southeast Toyota Distributors, LLC (SET) is recalling certain 2005-2011 4Runner, Highlander, Sequoia, and Sienna, 2005-2010 Avalon and Tundra, 2006-2008 Camry Solara, 2006-2010 Highlander hybrid, 2006-2011 Rav4 and Tacoma, 2007-2010 FJ Cruiser, 2007-2011 Camry hybrid, 2009-2010 Venza, 2010-2012 Prius, 1988-1990 and 2005-2010 Camry, and 1989 and 2009-2010 Corolla vehicles equipped with aftermarket accessory seat heaters with a copper strand heating element. The electrical wiring in the seat heaters may be damaged when the seat cushion is compressed. If damaged, the copper strand heating element may short circuit, increasing the risk of a fire. SET will notify owners, and dealers will disconnect the seat heaters, free of charge, and refund the purchase price of the seat heater accessory. The recall began on July 14, 2016. Owners may contact SET customer service at 1-866-405-4226. SET number for this recall is SET16B.

NHTSA ID: 14V743000 **Issued: Nov 11, 14** **Number of Vehicles: 00003233**

SEATS Southeast Toyota Distributors, LLC (SET) is recalling certain model year 2010-2011 Prius and Corolla, 2009-2011 Venza, 2006-2010 Avalon, 2007-2010 FJ Cruiser, 2005-2011 Sienna and Sequoia, 2006-2011 Tacoma 4x2 and 4x4, Camry, Highlander, Tundra 4x2 and 4x4, and 2007-2011 Rav4 and 4Runner. The affected vehicles may experience compression of the seat cushion which may damage the seat heater wiring. Damage to the seat heater wiring could cause the wires to short, increasing the risk of the seat burning and causing personal injury to the occupant. SET will notify owners, and dealers will disconnect the heaters with copper strand heating elements and refund the purchase price of the seat heater accessory, free of charge. The recall is expected to began in January 2015. Owners may contact SET customer service at 1-866-405-4226.

NHTSA ID: 10V036000 **Issued: Feb 2, 10** **Number of Vehicles: 00153418**

EQUIPMENT SOUTHEAST TOYOTA IS RECALLING CERTAIN MODEL YEAR 2005-2011 PASSENGER VEHICLES FOR FAILING TO COMPLY WITH THE REQUIREMENTS OF FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 110, "TIRE SELECTION AND RIMS." THESE VEHICLES WERE SOLD WITHOUT THE REQUISITE LOAD CARRYING CAPACITY MODIFICATION LABELS. A DRIVER MAY OVERLOAD A VEHICLE WHICH MAY INCREASE THE RISK OF A CRASH. DEALERS WILL MAIL TO CONSUMERS THE CORRECTED LABEL OR THE CUSTOMER WILL HAVE THE OPTION FOR DEALERS TO INSTALL THE LABEL FREE OF CHARGE. THE SAFETY RECALL BEGAN ON MAY 27, 2010. OWNERS MAY CONTACT SOUTHEAST TOYOTA AT 1-800-301-6859.

NHTSA ID: 10V035000 **Issued: Feb 2, 10** **Number of Vehicles: 00271417**

EQUIPMENT GULF STATES TOYOTA IS RECALLING CERTAIN MODEL YEAR 2005-2010 VEHICLES FOR FAILING TO COMPLY WITH THE REQUIREMENTS OF FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 110, "TIRE SELECTION AND RIMS." THESE VEHICLES WERE SOLD BETWEEN SEPTEMBER 1, 2005 AND JUNE 2, 2008 WITHOUT THE REQUISITE LOAD CARRYING CAPACITY MODIFICATION LABELS. THIS DOES NOT MEET THE STANDARD REQUIREMENTS. DEALERS WILL MAIL TO CONSUMERS THE CORRECTED LABEL OR THE CUSTOMER WILL HAVE THE OPTION FOR DEALERS TO INSTALL THE LABEL FREE OF CHARGE. DEALERS WILL ALSO CORRECT THE OWNER'S MANUAL. THE SAFETY RECALL BEGAN ON MAY 27, 2010. OWNERS MAY CONTACT GULF STATES TOYOTA AT 713-580-3300.

NHTSA ID: 05V539000 **Issued: Nov 11, 05** **Number of Vehicles: 00004503**

EQUIPMENT CERTAIN PASSENGER VEHICLES FAIL TO CONFORM TO THE REQUIREMENTS OF FEDERAL MOTOR VEHICLE SAFETY STANDARD NO.

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

110, "TIRE SELECTION AND RIMS" THE VEHICLES' TIRE AND LOADING INFORMATION LABEL OR PLACARD ON THE DRIVER'S SIDE B-PILLAR INCORRECTLY INDICATES THE SPARE TIRE SIZE. A MISPRINTED LABEL WOULD LEAD TO IMPROPER VEHICLE LOADING SPECIFICATIONS OR TIRE INFLATION WHICH COULD RESULT IN A TIRE FAILURE, INCREASING THE RISK OF A CRASH. OWNERS WILL BE PROVIDED WITH NEW TIRE INFORMATION PLACARDS AND INSTALLATION INSTRUCTIONS. AT THE CUSTOMER'S OPTION, A DEALER CAN PERFORM THE INSTALLATION FOR THEM. THE RECALL BEGAN ON DECEMBER 28, 2005. OWNERS MAY CONTACT TOYOTA AT 1-800-331-4331.



Toll Free: (800) 435-7764
 Email: myclaim@farmersinsurance.com
 National Document Center
 P.O. Box 268994
 Oklahoma City, OK 73126-8994
 Fax: (877) 217-1389

February 20, 2019

Payment Log

Account Number: HHH447021
 Date of Loss: 01/16/2019
 Insured's Name: LORI CATALANO
 Claim Number: 3012268509-1-2, 3012268509-1

Unit Type	Claim Unit	Date Issued	Payee	Check Number	Payment Amount
Comp	3012268509-1-1	01/28/2019	LORI CATALANO	1622786630	\$1,453.13
Comp	3012268509-1-1	02/08/2019	METZEL AUTO UPHOLSTERY	1622894081	\$1,510.64
Comp Total:					\$2,963.77
Payment Total:					\$2,963.77
Collections Total :					\$0.00
Comprehensive Deductible :					\$750.00
Grand Total :					\$3,713.77

Supplement of Record 1 Summary

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

ALTERNATE PARTS USAGE

2006 TOYO Camry LE Automatic 4D SED 4-2.4L Gasoline MPFI GOLD

VIN: 4T1BE32K16U664413 Production Date: 09/2005 Interior Color:
License: 5RPX388 Odometer: 85594 Exterior Color: GOLD
State: CA Condition:

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	0	0
Optional OEM	0	0
Reconditioned	0	0
Recycled	0	0



TO: Honorable Mayor and Councilmembers
 THROUGH: John W. Donlevy, Jr., City Manager
 FROM: Carol Scianna, Environmental Services Manager *CS*
 DATE: July 16, 2019
 SUBJECT: Civic Spark Fellow Update on Climate Resiliency Project

RECOMMENDATION: Staff receive presentation from Civic Spark Fellow on our Resiliency Plan Toolbox

BACKGROUND: The Yolo Resiliency Collaborative (YRC) is an ad-hoc staff level organization that formed in October 2017 to kickstart collaborative resiliency planning across Yolo County. Current participants include Yolo County; the Cities of Woodland, Winters, West Sacramento, and Davis; UC Davis, Yolo County Housing; the Yocha Dehe Wintun Nation, Yolo Energy Watch (YEW); and the Capital Region Climate Readiness Collaborative (CRC).

The purpose of this presentation is to inform and update the board on progress on the YRC Resiliency Plan Toolbox project. The Resiliency Plan Toolbox includes best practices and template language to incorporate heat impact analysis and resiliency strategies into local planning. This toolbox was identified as a desired tool at a YRC workshop in early 2018 with 38 attendees from agencies throughout Yolo county. To build this toolbox, the YRC hired a CivicSpark Fellow in September 2018. The CivicSpark Fellow, Sarah Emerson will present an update and overview of the toolbox to the board. The toolbox is expected to be done by August 2019.

FISCAL IMPACT: None

318 First Street
 Winters, CA 95694
 Phone: 530.795.4910
 Fax: 530.795.4935

COUNCIL MEMBERS

Harold Anderson
 Jesse Loren
 Pierre Neu

MAYOR

Bill Biasi

MAYOR PRO TEM

Wade Cowan

CITY CLERK

Tracy Jensen

CITY TREASURER

Shelly Gunby

CITY MANAGER

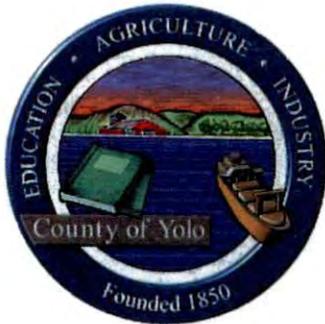
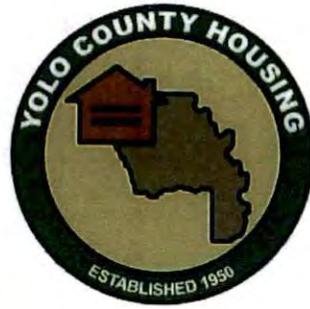
John W. Donlevy, Jr.

Yolo Resiliency Collaborative

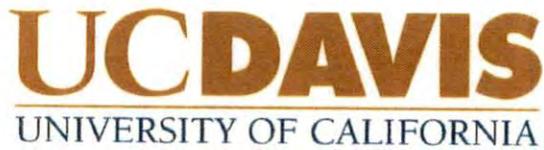
Resiliency Planning Toolbox

Yolo Resiliency Collaborative (YRC)

Member Agencies



YOLO ENERGY WATCH



CAPITAL REGION CLIMATE READINESS COLLABORATIVE



Mission

Yolo jurisdictions working collaboratively to increase the resilience of our communities.

Stakeholder Workshops

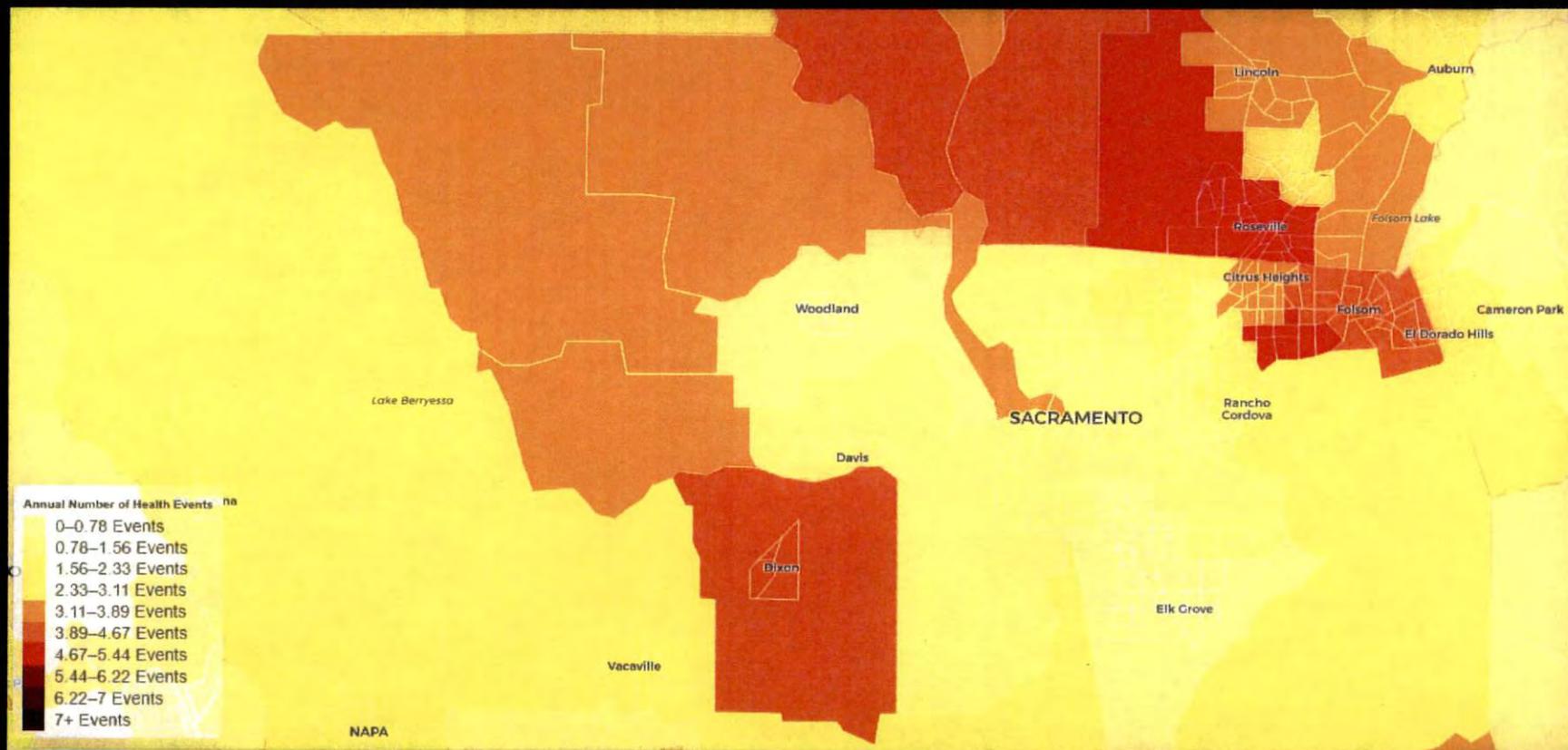
- February 2018, June 2019
- Staff from multiple Yolo jurisdictions
- Representatives of local, regional, and state agencies
- Outcome
 - 2018 - Heat focus
 - 2019 – Communication and Outreach



Why Heat?

- Sacramento projected to have climate of Phoenix as early as 2050
- Extreme heat stresses
 - Infrastructure
 - Agriculture
 - Economy
 - Service Provision
 - Public Health

Summertime Heat Health Events 2011-2030



Source: California Heat Assessment Tool (°CHAT)

The Resiliency Planning Toolbox

Purpose of Toolbox

- Increase agency and jurisdiction capacity to *adapt* to climate change
- Accelerate response to and *prepare* for climate change
- *Streamline* heat resiliency planning and implementation across Yolo and beyond
- *Support* agencies in SB 379 compliance

Timeline of Efforts Thus Far



Overview of Toolbox

- I. Introduction
- II. Planning Language
- III. Sample Policies and Actions
- IV. Implementation
- V. Conclusion

Overview of Toolbox

- I. Introduction
- II. Planning Language**
- III. Sample Policies and Actions
- IV. Implementation
- V. Conclusion

Sample Toolkit Content

Planning Language

Senate Bill 379 was signed into California law in 2015. This bill mandates that all cities and counties incorporate climate adaptation and resiliency into the safety elements of their General Plans beginning January 1, 2017 and by January 1, 2022.

Jurisdiction has taken steps to comply with this rule by updating the *jurisdiction* General Plan to include relevant policies, and current and future adaptation projects *jurisdiction* is undertaking.”

Overview of Toolbox

- I. Introduction
- II. Planning Language
- III. Sample Policies and Actions**
- IV. Implementation
- V. Conclusion

Overview of Toolbox, cont.

Sample Policies and Actions organized by topics relevant to General Plans and jurisdictional operations

- Agriculture/Habitat
- People/Community
- Housing/Building
- Public Health and Safety
- Social Equity
- Planning/Public Works/Parks
- Utilities/Infrastructure

Sample Toolkit Content

Policies & Actions

Policy

D.1 Increase shade along transit routes: Increase shade coverage near access points for public and active transportation options. Plant trees along sun-exposed bike paths and, where possible, near bus stops. Install seating with shade structures near bus stops where appropriate.

Action

d.1 Partner with arborist and public transportation officials to determine appropriate and effective locations to increase shading, then install or plant shading options.

- Timeline: Short Term
- Budget: Low- Medium Cost

Overview of Toolbox

- I. Introduction
- II. Planning Language
- III. Sample Policies and Actions
- IV. Implementation**
- V. Conclusion

Sample Toolkit Content

Implementation

High-level questions

- What are the (expected and potential) barriers to implementing this plan?
 - What social and economic barriers could stall implementation of this plan?
- What legal requirements may influence the implementation of this plan or policy?

Sample Toolkit Content

Implementation

Implementation Specifics

- Which groups or individuals need to be involved in implementing this plan or policy?
- Who can be partnered with to best implement this plan?
- Who will benefit from implementation of this plan? Who will not benefit from implementation?

Sample Toolkit Content

Implementation

Toolbox includes a checklist asking jurisdictions to identify and address

- Responsible party
- Partners in implementation
- Financing
- Metrics
- Equity measures
- SB 379 regulations

Thank You!

Questions or Comments?

Sarah Emerson - semerson@civicspark.lgc.org



**CITY COUNCIL
STAFF REPORT**

TO: Mayor and Councilmembers
DATE: August 6, 2019
FROM: David Dowswell, Contract Planner 
THROUGH: John Donlevy, Jr., City Manager
SUBJECT: Public Hearing and Consideration of proposed amendments to Chapter 17.12, Planning Agency and adding Chapter 17.54, Vacation Rentals to Title 17 (Zoning Ordinance).

RECOMMENDATION: Staff recommends the City Council take the following actions:

- 1) Find the proposed amendments to the Municipal Code Categorically Exempt from CEQA, Class 1 Section 15301 (Existing Facilities) and Class 4 Section 15304 (Minor Alterations to Land); and
- 2) Receive the staff report, conduct the public hearing, and introduce Ordinance 2019-02 amending Chapter 17.12, Planning Agency and adding Chapter 17.54, Vacation Rentals to Title 17 Title 17 (Zoning Ordinance) of the Municipal Code.

BACKGROUND: In 2008, a new market was created that allows homeowners to rent out a room or their whole house to persons for the night or a short period of time. This new market allows people to use their home as a makeshift hotel. Airbnb is one of the most recognizable companies in this new market. This new market was small and inconsequential to cities and local governments for the first few years, but over the last five or so years, vacation rentals have become a large business, spanning the entire globe.

Currently, the City of Winters does not regulate vacation rentals. There are a number of vacation rental companies such as, Airbnb, Homeaway, HomeToGo and Vacation Rentals By Owners (VRBO). These internet-based companies allow people to rent out rooms or their entire house for a short time – essentially using the property like a hotel.

Presently there are 14 listings on Airbnb's site for rent in Winters, most are for full houses.

On July 24, 2018 the planning commission held a workshop where they discussed the vacation rentals and the possibility of regulating them. After the discussion staff was directed to do further research and prepare an ordinance. Since the meeting the city attorney's office has reached an agreement with Airbnb to voluntarily collect the City's Transient Occupancy Tax (TOT) and the County's Tourism Business Improvement District (TBID) assessment. The city has been receiving TOT from Airbnb. None of the other vacation rental companies have reached a similar agreement. City staff is compiling a list of those persons renting out their property using other sites. These persons will be contacted and told they have to pay the City's TOT.

On January 22, 2019 the planning commission held a study session where various issues were raised concerning vacation rentals and the drafting of an ordinance. The commission was given a copy of the City of Napa ordinance for discussion. Staff was given direction to incorporate a number of changes to the Napa ordinance in drafting a city ordinance.

On March 26, April 23, and May 28, 2019 the planning commission held study sessions where the proposed vacation rental ordinance was discussed. At the April meeting Sandy Vickrey spoke regarding the proposed ordinance and expressed some concern about certain elements in the ordinance. Also, Jose Banuelos spoke at the meeting about having to live next door to an existing vacation rental and often being disturbed by the guests.

Staff met with Sandy Vickrey on May 2 and May 22, 2019 to discuss the proposed ordinance. At the meeting we were able to identify some regulations which could be simplified or eliminated and others that needed clarifying. They included:

- Clarifying the fee an applicant pays for permitting a vacation rental is not a recurring fee. Only the business license fee is recurring.
- Eliminating in Section 17.54.010, Purpose and Intent, the wording which limits the total number of permits the city might issue for vacation rentals. Eliminating this wording was consistent with the commission's previous direction.
- Modifying the wording in Section 17.54.030.5 to require parking based on the number of guest vehicles and not the number of guests.
- Eliminate Section 17.54.030B10. This language is already a standard condition of approval in all city entitlements.
- Possibly delete Section 17.54.030G. This section requires staff to do something that is not required for any other entitlement. A person, if interested, can contact the city when a decision is made regarding a vacation rental application and can appeal either the zoning administrator's decision per Section 17.16.070 of the Zoning Ordinance.

- Delete most of Section 17.54.040C because the items mentioned that must be complied with are required by the current building and fire codes.

At the May 28, 2019 the planning commission meeting Benny Dippel and Abby Vargas commented on the draft ordinance. The commission encouraged the speakers to forward their comments to staff and if possible, meet with staff directly. At the conclusion of hearing the planning commission continued the public hearing to June 25, 2019.

On June 12, 2019 staff met with Abby Vargas to discuss the proposed ordinance. On June 13, 2019 staff also met with Benny Dippel (by phone) and Sandy Vickrey to discuss the proposed ordinance. Based on their comments a number of additional changes were suggested. They included:

- Amending Section 17.54.030B7 to require rental rules be posted or provided at the residence.
- Deleting the requirement in Section 17.54.040D1 that the prospective renter shall sign an agreement acknowledging the house rules.
- Eliminating the first sentence in Section 17.54.040E requiring the rental permit number is included in the advertisement for a vacation rental because this language is unnecessary.
- Simplifying the language in Section 17.54.040F1 and 2.
- Combining Sections 17.54.040I (formerly J)2 and 3 into one section.

On June 25, 2019 the planning commission, at the continued public hearing, considered the proposed vacation rental ordinance. At the hearing Abby Vargas requested eliminating the restriction (Section 17.54.040F4) prohibiting using accessory dwelling units (ADU) as a vacation rental. At the conclusion of the hearing the commission voted 5 to 1, with commissioner Adams recusing himself do to a possible conflict and commissioner Contreras dissenting, to recommend the council adopt the proposed ordinance with the suggested amendments (Attachment A). Commissioner Contreras voted against the ordinance because it includes language prohibiting the use of an ADU as a vacation rental (Attachment B).

ANALYSIS: The City of Winters has no regulations regarding vacation rentals. In reviewing other city ordinances and listening to comments from the commission and the community at the study sessions staff identified the following key elements the City should consider:

- Defining various terms associated with vacations rentals.
- Requiring a vacation rental permit must meet specific regulations.
- Distinguishing between non-hosted and hosted facilities.
- Possibly limiting how many days one can rent out a room or the entire house and the maximum number of persons who can stay in the vacation rental.
- Deciding who should issue a vacation rental permit, staff or the planning

- commission.
- Establishing a new fee for hosted facilities.
- Insurance requirements.

Definitions

There are a number of new definitions included in the proposed ordinance which define a vacation rental and explain how it is different from a traditional hotel, motel, hostel, and bed and breakfast.

Requiring Vacation Rentals Meet Specific Regulations

Section 17.54.030 of the proposed ordinance lists a number of specific requirements all hosted and non-hosted vacation rentals will need to meet. They include: all rooms being slept in must meet the building and fire codes, location of on and off-street parking, name and phone number of owner or authorized agent for a non-hosted facility and obtaining a business license. Failure to comply with all of the requirements at any time could result in the vacation rental permit being revoked.

Vacation Rental Annual Review

The proposed ordinance does not require vacation rental permits be reviewed annually by the City because the commission felt doing so would be too burdensome. The proposed ordinance has language allowing for annual review by the City (community development department or the planning commission) if the vacation rental becomes a problem. Vacation rentals will have to renew their business license annually. All vacation rentals will be subject to building/fire inspection review as part of the application process. Future building/fire inspections would be on as need basis.

Hosted and Non-hosted Vacation Rentals and Limiting Their Numbers

During the application process applicants will need to indicate if the vacation rental will be hosted or non-hosted. The proposed ordinance does not limit the number of vacation rentals that can be allowed within the city. The ordinance can always be amended in the future if the city wants to establish limits on the number of vacation rentals.

Establishing Limits on How Many Days a Room or the Entire House Can be Rented and Maximum Number of Persons that Can Stay in a Vacation Rental.

The commission supported not placing in the ordinance a maximum number of days a vacation rental could be rented in a calendar year. Instead the city (community development department or the planning commission) would have the ability to limit the maximum number of days a vacation rental could be rented as part of the permit process. The commission supported requiring compliance with the ordinance if a room or the entire house is used as a vacation rental one or more days in a calendar year.

A majority of the commission felt allowing more than 10 guests in a vacation rental would be unfair to the neighbors who bought their house wanting not to be adversely impacted by such a use. At the May 23 planning commission meeting commissioner Contreras felt the number of guests for a non-hosted vacation rental should be

determined by the planning commission as part of the use permit process. At the June 25 planning commission meeting the commission supported adding language to Section 17.54.040D2 giving the planning commission the authority to allow more than 10 persons in a non-hosted vacation rental as part of the use permit process.

The proposed ordinance prohibits vacation rentals from being used for weddings, auctions, commercial functions or other similar event that is inconsistent with the use of the property for transient occupancy in a residential neighborhood.

Who Will Issue a Vacation Rental Permit

The proposed ordinance (Chapter 17.12.D.10) includes language allowing for the zoning administrator (staff) to approve hosted vacation rental permits, subject to a simplified public hearing process. Non-hosted facilities will require obtaining a use permit from the planning commission. Allowing staff to approve or deny a permit for hosted facilities will streamline the process making the application fee less costly. There are provisions in the City's Municipal Code where a decision of zoning administrator can be appealed to the planning commission and ultimately to the city council. The proposed ordinance will also allow the community development director to refer an application for a hosted facility to the planning commission if the vacation rental could adversely impact a neighborhood.

Establishing a Fee for a Permit and a Use Permit.

If the proposed ordinance is adopted the City will need to amend its fee schedule to include a fee for the processing of hosted vacation rental facility application. The existing fee for a use permit is \$1,820. Both fees would be one-time fees.

Insurance Requirements.

Staff was able to find under the "Terms Specific for Hosts" on the Airbnb website the following language, "7.1.8 Airbnb recommends that Hosts obtain appropriate insurance for their Host Services. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest has booked for, if applicable) while staying at your Accommodation or participating in your Experience, Event or other Host Service."

Changes resulting from meetings with Sandy Vickrey, Abigail Vargas and Benny Dippel

Most of the changes proposed as a result of the meetings with Sandy Vickrey, Abby Vargas and Benny Dippel were supported by the planning commission and have been incorporated into the proposed ordinance. The changes simplify and clarify the ordinance making it less cumbersome and easier to understand.

ATTACHMENTS:

- A. Vacation Rental Ordinance 2019-02 with planning commission recommended changes.
- B. June 25, 2019 planning commission minutes.

ORDINANCE NO. 2019-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING CHAPTER 17.12 (PLANNING AGENCY) AND CHAPTER 17.54 (VACATION RENTALS OF
THE WINTERS MUNICIPAL CODE

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

1. Purpose. The purpose of this ordinance is to amend various sections of the text in the Winters Municipal Code (the "Municipal Code") necessary to regulate Vacation Rentals.

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

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

- a. Chapter 17.12 of the Municipal Code is hereby amended to read as follows:

Chapter 17.12

PLANNING AGENCY

17.12.030 Powers and duties of the zoning administrator

D Projects Subject to Zoning Administrator Review

1 Minor Modifications and Extensions of Time of Planned Developments

a. The zoning administrator may approve minor modifications of the detailed development plans or detailed development standards as well as time extensions in planned development (PD) overlay zones.

b Findings

Such minor modifications may be approved only if consistent with required findings in Section 17.48.110. Time extensions may be approved if consistent with required findings in Section 17.48.100.

2 Home Occupations.

a Approval Authorized. The zoning administrator may approve applications for home occupations in residential (R) zones

b Findings: A home occupation shall be approved only if it is found to comply with the provisions of this section and Section 17.60.080 of this title. No public hearing shall be

required, although notice of the application shall be provided to all contiguous property owners.

3. Review and Approval of Projects Exempt from California Environmental Quality Act (CEQA)

a. Approval Authorized. The zoning administrator may review and approve projects (other than ministerial projects) which are exempt from CEQA. However, the zoning administrator may refer projects involving substantial development, such as large additions to existing structures, to the planning commission for review and approval.

b. Findings. Such projects shall be approved only if found to comply in all respects with the provisions of this title.

4. Lot Splits on Parcels Less than One-Half (1/2) Acre in Size

a. Approval Authorized. The zoning administrator may review and approve lot splits on parcels less than one-half (1/2) acre in size.

b. Findings. Such lot splits shall be approved only if found to comply in all respects with provisions of this title, applicable criteria of the city's subdivision regulations, environmental law and the State Subdivision Map Act.

5. Use Permits and Variances

a. Approval Authorized. The zoning administrator may approve use permit and variance applications for certain projects as specified elsewhere in this title.

b. Findings. Use permit and variance applications shall only be approved if found to comply with the provisions of this section and with the required findings for approval of use permit and variance applications specified in Chapters 17.20 and 17.24, respectively.

6. Temporary Activity Permits

a. Approval Authorized. The zoning administrator may approve temporary activity permits for certain activities as specified in this title. The zoning administrator shall determine the appropriate level of noticing, if any, required for each application.

b. Findings. A temporary activity permit shall only be approved if found to comply in all respects with the provisions of this section and with the required findings in Chapter 17.32.

7. Exotic Animals

a. Approval Authorized. The zoning administrator may approve a permit for the keeping of exotic animals. While no public hearing is required, notice of the application shall be provided to all contiguous property owners.

b. Findings. The application may only be approved if the applicant can demonstrate that the keeping of such animal(s) will not create a general nuisance (such as excessive noise or odor) or pose a safety hazard to the general neighborhood, and that appropriate approvals from regulatory state and/or federal agencies are first obtained.

8. Expansion of Nonconforming Structures

a. Approval Authorized. The zoning administrator may approve the expansion of nonconforming structures. While no public hearing is required, notice of the application shall be provided to all contiguous property owners.

b. Findings. The application may only be approved subject to compliance with this section and Chapter [17.104](#).

9. Sign Permit Review

a. Approval Authorized. The zoning administrator may approve certain sign permits pursuant to Chapter [17.80](#).

b. Findings. The application may only be approved subject to compliance with this section and Section [17.80.080\(D\)](#).

10. Vacation Rentals

a. Approval Authorized. The zoning administrator may approve a permit for a "hosted accommodation" vacation rental. While no public hearing is required, notice of the application shall be provided to all property owners located within one hundred (100) feet of the proposed vacation rental.

b. Findings. The application may only be approved subject to compliance with this section and Chapter 17.54.

b. Subdivision (B) of Section 17.54 of the Municipal Code is hereby amended to read as follows:

Chapter 17.54

VACATION RENTALS

Sections:

17.54.010 Purpose and intent

17.54.020	Definitions
17.54.030	Requirements for an application
17.54.040	Permit requirements
17.54.050	Enforcement

17.54.010 Purpose and intent.

The purpose of this chapter is to minimize the potential adverse impacts of transient occupancy uses in residential neighborhoods on traffic, noise and density, to ensure the health, safety and welfare of renters and guests patronizing vacation rentals in order to ensure the long term availability of housing stock in compliance with the Housing Element of the city of Winters General Plan.

17.54.020. Definitions.

"Advertise" means any communication that induces or encourages any person to rent for transient occupancy purposes, or provides information (to any person) that promotes the availability to rent for transient occupancy purposes, any building in the city of Winters.

"Applicant" is as defined in Section 17.04.140 of this code.

"Authorized agent" means the person specifically authorized by an owner to represent and act on behalf of the owner and to act as an operator, manager and contact person of a non-hosted accommodation, and to provide and receive any notices identified in this section on behalf of the owner, applicant, permittee, or authorized agent.

"Bedroom" means any habitable room with no less than seventy (70) square feet of floor area and no dimension less than seven (7) feet in a dwelling other than bathroom(s), kitchen, living and dining room. Unless specifically designed to exclude its use as a bedroom (e.g., no closet, enlarged entry ways without doors, no windows open to the exterior, etc.), any den, study or other room meeting the above definition of a bedroom shall be considered a bedroom for the purpose of meeting the standards of the code.

"Community development director" as defined in Section 17.04 of this code.

"Enforcement officer" means the community development director, building official, code enforcement officer, city department manager (to the extent responsible for enforcing provisions of this code), or any other city employee designated by the community development director or city manager to enforce this section.

"Guest" means an invitee of a renter or other person visiting a renter of a vacation rental unit who does not rent the unit.

"Hosted accommodation" means a vacation rental business for which the owner or sleeps on the property of the vacation rental unit while it is being rented for transient occupancy pursuant to this section.

"Non-hosted accommodation" means a vacation rental business for which the authorized agent is not required to reside at the vacation rental unit which is rented for transient occupancy pursuant to this section.

"Owner" is as defined in Section 17.04.140 of this code.

"Permittee" means the person to whom a vacation rental permit is issued pursuant to this section. To the extent this section identifies requirements of a permit, or obligations of the permittee, the owner and any identified authorized agent shall be jointly and severally liable (see Chapter 1.16.).

"Renter" means a person, not an owner, renting or occupying a vacation rental unit in accordance with the terms of this section.

"Reside," as used in this section, means the "domicile" of a person, as defined by California Elections Code Section 349, which generally means the place in which the person's habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one (1) domicile.

"Transient occupancy" means any person's use or possession, or right to use or possess, a building (or any portion thereof) for dwelling, lodging, or sleeping purposes, for a period of thirty (30) consecutive calendar days or less (counting portions of calendar days as full days).

"Vacation rental" means any transient occupancy use for which the city has issued a vacation rental permit pursuant to this section. The term "vacation rental" shall be used to include all vacation rental businesses, all hosted accommodation vacation rentals, and all non-hosted accommodation vacation rentals.

"Vacation rental permit" means a permit issued by the community development director or a use permit issued by the planning commission.

"Vacation rental unit" means the structure in which the vacation rental use is permitted to operate, pursuant to a permit issued in accordance with this section.

"Zoning administrator" means the office of the zoning administrator pursuant to Section 65900 of the Government Code of the state.

17.54.030 Requirements for an application

The community development director shall invite applications for vacation rental permits pursuant to this subsection

A. The community development director shall issue a written notice inviting applications for vacation rental permits in accordance with this section. Each written notice pursuant to this subsection shall be published in accordance with California Government Code Sections 6060 and 6061, and the community development director shall endeavor to use other reasonably available means of communications such as the city's Internet website.

B. Each application for a vacation rental permit shall include the following information, signed by the owner and the authorized agent for non-hosted accommodations:

1. Identify the owner of the real property on which the vacation rental is proposed (include the name, mailing address, email address, and telephone number).
2. Identify whether the application is for a hosted or a non-hosted accommodation.
 - a. If the vacation rental is proposed as a hosted accommodation, provide adequate documentation that establishes the owner will reside at the vacation rental unit.
 - b. If the vacation rental is proposed as a non-hosted accommodation, identify the owner's authorized agent (include the name, mailing address, email address, and telephone number). An authorized agent must be identified for each non-hosted accommodation; however, the authorized agent may be the owner, or a person other than the owner.
3. Identify the number of bedrooms and approximate square footage in the vacation rental unit, and the maximum number of overnight renters under the limitations imposed under subsection 17.54.040(D).

4. Insure all designated bedrooms meet current building and fire codes. An inspection by the City may be necessary to verify compliance.

5. Identify the number and location of designated on-site parking spaces, and the maximum number of vehicles allowed for overnight occupants. Each vacation rental must provide one (1) legal off-street parking space for each guest vehicle. On-street parking in front of the vacation rental may be counted towards meeting the parking requirement.

Commented [DD1]: Planning Commission recommended at their 6-25 meeting this language be added.

6. Acknowledge the owner and authorized agent for non-hosted accommodations has read all regulations pertaining to the operation of a vacation rental, including this section, the city's Transient Occupancy Tax Ordinance (Chapter 3.24) and the city's Business License Ordinance (Chapter 5.04) of this code, and any additional administrative regulations as determined by the community development director necessary to implement this section.

7. Post or provide a copy of the rental rules and regulations.

8. Provide any other information as the community development director deems reasonably necessary to administer this section.

9. Agree that any and all use of the property for vacation rental/transient occupancy purposes shall cease upon the revocation of the vacation rental permit pursuant to subsection 17.54.040(A).

10. Certify the accuracy of the information submitted and agree to comply with all conditions of the permit.

C. The community development director shall evaluate permit applications, and process the applications for review by the zoning administrator pursuant to Section 17.12.030(D)10 or the planning commission pursuant to Chapter 17.20 of this code and subsection D. Each applicant shall provide the following supplemental submittal in a form acceptable to the community development director:

1. Payment of the application and processing fee established by city council resolution. The fee is paid when establishing the use and is non-recurring.

2. Public notice mailing labels for "non-hosted accommodation" (to notify neighboring property owners, pursuant to Section 17.16.040(C)).

3. Provide any other information as the community development director deems reasonably necessary to establish that the applicant will comply with all requirements of this section, as identified in the notice.

D. If the community development director determines an applicant has failed to satisfy the application requirements of subsection B or C of this section, the community development director shall provide written notice to the applicant of the determination.

E. If the community development director determines an applicant (hosted accommodation) has satisfied the application requirements of subsections B and C of this section, and the owner has borne the burden of proving the owner will adequately mitigate potential adverse impacts on the public health, safety, and welfare, the community development director shall schedule for a review by the zoning administrator pursuant to Section 17.12.030(D)10 of this code. The community development director, at his or her discretion, may refer an application for a hosted facility to the planning commission. The notice shall identify the date and time on which zoning administrator shall consider the permit application.

F. If the community development director determines an applicant (non-hosted accommodation) has satisfied the application requirements of subsections B and C of this

section, and the owner has borne the burden of proving the owner will adequately mitigate potential adverse impacts on the public health, safety, and welfare, the community development director shall schedule for a public hearing of the planning commission pursuant to Section 17.16.040 of this code.

17.54.040 Permit requirements

Each vacation rental permit issued pursuant to this section shall be subject to all of the following requirements:

- A. Each vacation rental permit issued under the authority of this section may be subject to an annual review by the community development department or planning commission.
- B. The owner shall comply with all requirements of the Transient Occupancy Tax Ordinance (Chapter 3.20) and the Business License Ordinance (Chapter 5.04 of this code for the vacation rental use.
- C. The owner shall comply with each of the requirements of this paragraph. The owner shall permit the enforcement officer to conduct an annual inspection of the vacation rental premises to confirm compliance with this chapter and with current building and fire codes.
- D. Each vacation rental permit will be subject to the house rules set forth in this paragraph. The permittee shall provide the community development director with a copy of the house rules prior to rental of the vacation rental unit, and shall promptly notify the community development director in writing identifying any changes to the house rules. Prior to each rental of a vacation rental unit a copy of the house rules shall be posted in a prominent location inside the vacation rental unit. Each vacation rental shall at a minimum comply with the following:

1. Each vacation rental must meet all current building and fire codes and shall comply with all applicable provisions and requirements of Title 17 of this code.

2. The permittee shall limit overnight occupancy of the vacation rental to the specific number of renters designated in the permit, with the number of renters not to exceed two (2) guests per bedroom, plus two (2) additional guests per vacation rental unit. In no case may more than ten (10) guests, not including the host family, be allowed to sleep in a vacation rental unit, this includes any property that has multiple habitable buildings.

The planning commission, as part of the use permit process, may allow more than ten (10) guests to sleep in a vacation rental unit.

3. The permittee shall limit the number overnight renters to the maximum number designated in the permit, and shall require overnight renters to utilize designated on-site parking spaces to the maximum extent possible.

4. The permittee shall provide access to the garage or carport if that area has been included in the determination of the number of available onsite spaces per this code.

5. The permittee shall provide appropriate refuse and recycling service for the vacation rental business. Property shall be free of debris both onsite and in the street. Trash cans shall be maintained in a clean and sanitary manner in conformance with Chapter 8.04 of this code. Trash cans shall not be placed on the street prior to twenty-four (24) hours before pick up day and shall be promptly removed from the street following service.

6. Guests of the vacation rental shall comply with the city's noise regulations in Chapter 8.20 and performance standards in Chapter 17.68. Quiet times shall be 9-00

Commented [DD2]: Planning Commission recommended at their 6-25 meeting adding this language to allow in rare circumstances the possibility of more than 10 guests staying in a vacation rental.

~~p.m. to 7:00 a.m. Sunday through Thursday evenings and 10:00 p.m. to 7:00 a.m. Friday and Saturday evenings.~~

Commented [DD3]: Planning Commission recommended at their 6-25 meeting revising language and combining with #9.

7. The permittee shall ensure the renters and/or guests of the vacation rental do not create unreasonable noise or disturbances, engage in disorderly conduct.

8. The permittee shall, upon notification that renters and/or guests of his or her vacation rental have violated any house rules promptly act to stop the violation and prevent a recurrence of the violation.

~~9. Pools and hot tubs shall be adequately screened from adjacent properties to minimize noise impacts and shall have the hours of operation clearly posted adjacent to the facility. Hours shall comply with paragraph (7) of this subsection.~~

Commented [DD4]: Combined with #6.

9. It is prohibited to use the vacation rental unit for any wedding, reception, auction, commercial function, or other similar event that is inconsistent with the use of the property for transient occupancy in a residential neighborhood.

10. Pets may be permitted by vacation rental business owner, however the pet must be attended to at all times.

E. No person shall advertise the use of a building in a residential or nonresidential zoning district of the city for a transient occupancy use unless: (a) the use is an approved hotel or bed and breakfast inn; or (b) the use is a vacation rental, which has been issued a vacation rental permit or a use permit pursuant to Chapter 17.20 of this code.

F. For each vacation rental use:

1. The owner or the authorized agent must be available by telephone at all times, twenty-four (24) hours per day, while the vacation rental is rented.

2. The owner or the authorized agent (non-hosted accommodation) must be on the premises of the vacation rental unit within one (1) ~~day hour~~ of being notified (by a renter, or enforcement officer) there is a need for the owner to address an issue of permit compliance or the health, safety, or welfare of the public or the renter.

Commented [DD5]: Planning Commission recommended at their 6-25 meeting changing to one day. One hour isn't reasonable. In most cases staff is available until the next day.

3. Only one (1) rental agreement per vacation rental unit shall be in effect at any one time.

4. It is a violation of this section for any accessory dwelling unit (as defined by Chapter 17.98 of this code) to be used for transient occupancy purposes.

G. Each vacation rental permit issued in accordance with this section shall be personal to the owner to whom the permit is issued (hereinafter "permitted owner"), and no person shall transfer, or attempt to transfer, the permit to any other person, unless the transfer is made in accordance with this subsection H. Any attempt to transfer a vacation rental permit, or use a transferred vacation rental permit, not transferred in accordance with this subsection shall be void, and shall constitute a violation of this code.

H. A use permit is transferrable to a purchaser of the real property on which the permitted vacation rental unit is located, subject to the conditions of approval in the use permit and set forth in this paragraph. No purchaser shall operate a vacation rental use under the permitted owner's vacation rental permit until after the community development director has approved the transfer of the permit. The permitted owner shall submit to the community development director a written notice of intent to transfer the permit to the purchaser.

I. Each vacation rental permit issued pursuant to this section ~~shall~~ may be subject to an annual permit review and building and fire inspection.

Commented [DD6]: Planning Commission recommended at their 6-25 meeting it be "may" because rental unit is inspected at the outset when permit is issued. Only would inspect if there is reason too.

1. If an inspection is required by the city the owner shall pay the annual inspection fee established by city council resolution. The owner shall document compliance with the requirements of subsection 17.54.040 (C) of this section.

2. The owner shall document compliance with all requirements of the Transient Occupancy Tax Ordinance (Chapter 3.24) and Business License Ordinance (Chapter 5.04) of this code.

J. Following an annual permit review (pursuant to subsection ~~J~~I of this section):

1. If the community development director determines the permittee is in compliance with all requirements of this section and the permit, the community development director shall provide written notice to the permittee.

2. If the community development director determines the permittee has failed to comply with this section or the permit, the community development director shall notice a public hearing of the planning commission pursuant to Section 17.20.050 of this code.

3. Upon revocation of any vacation rental permit, it shall be of no further force, validity or effect, and use of the property for transient occupancy purposes shall cease.

K. At any time during the term of a vacation rental permit, the community development director is authorized to initiate proceedings to revoke or modify the permit (or pursue any other remedy set forth in Title 1 of this code), if the community development director determines in his or her discretion: (1) a vacation rental use is detrimental to the public health, safety, or welfare; (2) the permittee has provided materially false or misleading information in any submittal required under this section; or (3) the permittee is in violation of, or has failed to comply with, any requirements of this section or the permit.

1. Pursue any of the remedies set forth in Chapter 17.40 of this code; including, but not limited to notice a public hearing of the planning commission to consider a revocation of the use permit pursuant to Section 17.20.050 of this code.

2. Pursue any of the remedies set forth in Chapter 1.16 of this code, including, but not limited to, issuance of an administrative citation in accordance with Chapter 1.24 of this code and subsection 17.54.050.

17.54.050 Enforcement

It is a violation of this code, subject to enforcement pursuant to Chapter 1.16 of this code, for any person to establish or operate a transient occupancy use in any residential or nonresidential zoning district unless: (1) the use is in compliance with a hotel use in a nonresidential zoning district approved by the city pursuant to Title 17; or (2) the use is in compliance with a vacation rental permit pursuant to this section; or (3) the use is in compliance with a use permit for a bed and breakfast inn pursuant to Chapter 17.20 of this code.

**MINUTES OF THE CITY OF WINTERS PLANNING COMMISSION MEETING HELD
JUNE 25, 2019**

***DISCLAIMER:** These minutes represent the interpretation of statements made and questions raised by participants in the meeting. They are not presented as verbatim transcriptions of the statements and questions, but as summaries of the point of the statement or question as understood by the note taker.*

Chairman Myer called the meeting to order at 6:30 p.m.

PRESENT: Commissioners, Adams, Altamirano, Contreras, Riley, Schrupp, Vice Chair Baker, Chairman Myer

ABSENT: None.

STAFF: City Manager John Donlevy, Contract Planner Dave Dowswell, Management Analyst Dagoberto Fierros

Kate Laddish, led the pledge of allegiance.

CITIZEN INPUT: None.

CONSENT ITEM:

- A. Minutes of the April 23, 2019 regular Planning Commission meeting.
- B. Minutes of the May 28, 2019 regular Planning Commission meeting.

Commissioner Riley moved to approve minutes with minor corrections. Altamirano seconded.

STAFF/COMMISSION REPORTS:

None.

DISCUSSION ITEM:

- A. Public Hearing and Consideration of recommendation by the Planning Commission on proposed amendments to Title 17 (Zoning Ordinance) of the Municipal Code regarding regulation of vacation rentals operating within city limits.
 - 1. Find the proposed amendments to Title 17 (Categorically Exempt from CEQA, Class 1 Section 15301 (Existing Facilities) and Class 4 Section 15304 (Minor Alterations to Land); and
 - 2. Recommend the City Council adopt the proposed Ordinance 2019-02 amending Chapter 17.12, Planning Agency and adding Chapter 17.54, Vacation Rentals to Title 17 (Zoning Ordinance) of the Municipal Code.

Commissioner Adams abstained due to conflict.

Planner Dave Dowswell gave an update on the draft vacation rental ordinance. The purpose of the presentation was to simplify the previously proposed regulations.

PUBLIC COMMENTS:

Abigail Vargas, 1012 Taft Court, expressed displeasure with the proposed regulations. Vargas suggested that certain exemptions should be granted to "smaller" short term rentals. Vargas believed Accessory Dwelling Units (ADU) should be allowed to operate as a short term vacation rental.

**MINUTES OF THE CITY OF WINTERS PLANNING COMMISSION MEETING HELD
JUNE 25, 2019**

Benny Dippel, owner of 726 Lupine Way, shared his personal experience with short term vacation rentals. Dippel stated that the biggest issues brought up by the City were parking, noise, and revenue but believed the City should figure out what exactly it is trying to solve with the proposed regulations.

Sandy Vickrey, 305 Main Street, stated she had productive meetings with City staff to discuss the proposed regulations.

COMMISSIONER/STAFF COMMENTS:

Dave Adams recused himself due to a possible conflict of interest.

Vice Chair Baker stated that Accessory Dwelling Units (ADU) should not be utilized as a short term vacation rental because the purpose of ADU's are meant to create long term affordable housing. Therefore she would not support an ordinance that permits ADU's to be utilized as short term vacation rentals. Baker also believed that the fees and proposed regulations are reasonable.

Commissioner Contreras believed the cost of operating a short term vacation rental should not be considerably "high" in comparison to other communities. Contreras also stated that ADU's should not be restricted from being utilized as a short term vacation rental.

Planner Dowswell stated that permitting ADU's to operate as a short term vacation rental is up to each individual jurisdiction. There are some cities that do not prohibit ADU's from operating as short term vacation rentals and some that do.

Commissioner Riley stated that as a business owner you have to make tough business decision as to whether the cost to run a short term vacation rental is cost prohibitive to the business or not.

Commissioner Contreras moved to adopt the proposed regulations with the following updates/changes:

1. Removal of redundancies
2. Correction to the timing of the "quiet hours"
3. Removal of pool requirements
4. Removal of language that would prohibit ADU's to be used as short term vacation rental
5. Removal of required posting of rental agreement
6. Allowing on-street parking to be counted towards meeting the property's parking needs
7. Allowing the commission to vote on rentals that plan to have more than ten guests at any given time

The motion died due to lack of a second.

Vice Chair Baker moved to adopt the proposed regulations with updates mentioned by Commissioner Contreras with one change that would prohibit ADU's to operate as short term vacation rentals. Commissioner Riley seconded.

AYES: Commissioners Altamirano, Riley, Schrupp, Vice Chair Baker, Chairman Myer

NOES: Contreras

ABSTAIN: Adams

ABSENT: None.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
FROM: Tracy S. Jensen, Records Manager/City Clerk
THROUGH: John W. Donlevy, Jr., City Manager
SUBJECT: Resolution 2019-31, Designating City Officials as Primary and Alternate Representatives to the Yolo County Housing Commission

RECOMMENDATION: Approve Resolution 2019-31, designating City officials as Primary and Alternate members to the Yolo County Housing Commission.

BACKGROUND: Council Member Pierre Neu is currently the primary liaison for the Yolo County Housing Commission. An alternate liaison is necessary in the event Council Member Neu is unable to attend any meetings held by the Yolo County Housing Commission.

FISCAL IMPACT:
None

Resolution No. 2019-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPOINTING
CITY OFFICIALS AS PRIMARY AND ALTERNATE REPRESENTATIVES TO
THE YOLO COUNTY HOUSING COMMISSION

WHEREAS, the City of Winters is represented on the Yolo County Housing Commission by members of the Winters City Council; and

WHEREAS, Yolo County Housing requires designation by member agencies of both Primary and Alternate representatives to serve on the Yolo County Housing Commission, representing the interests of the agencies participating in the business of the Agency; and

WHEREAS, Pierre Neu is currently the City's "Primary" representative and an "Alternate" representative has not been designated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters does hereby appoint Pierre Neu to continue serving as the City's "Primary" representative to the Yolo County Housing Commission; the "Alternate" representative shall be chosen by Council at the August 6th City Council meeting and shall be named here: _____.

DULY AND REGULARLY ADOPTED this 6th day of August, 2019 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

CITY OF WINTERS

Bill Biasi, Mayor

ATTEST:

Tracy S. Jensen, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 6, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly Gunby & Kristine DeGuerre
SUBJECT: Planning, Project, Permitting & Inspection Software Upgrade

RECOMMENDATION:

That the City Council:

1. Receive a staff report regarding the upgrade of building permit software to include mobile app capability for field inspections.
2. Authorize the City Manager to execute a contract for the upgrade of the building permit software.

BACKGROUND:

The EnerGov software in use for issuing building permits, code management and inspections is an outdated desktop version from 2008. Following its implementation, no upgrades were installed resulting in an antiquated version with no available upgrades. The current version of EnerGov, is a cloud based/SaaS system which will allow for interconnection to GIS and the California State License Board and to perform field inspections with a mobile device.

Although there are still a few technical support analysts at Tyler Technologies that are capable of assisting with occasional, technical problems with our current system, the new software will allow any of their support analysts to assist.

Staff recommends we continue utilizing the Tyler Technologies EnerGov product. Currently the desktop program works well for our needs but does not include a mobile app for inspections or incorporate GIS functionality.

To summarize staff recommendations to stay with EnerGov:

- Cost competitive
- Mitigate risk of losing historical records during data conversion to a different software system
- Excellent technical support

Three comparable software programs were researched; each offered online webinars to demonstrate the workflow and several jurisdictions/end users were contacted to get feedback on their level of satisfaction.

Proposals

EnerGov SaaS Silver by Tyler Technologies: \$34,000 one-time fee for 180 hours of migration (\$22,500), 64 hours of training (\$8,000), and 28 hours of project management (\$3,500). The cost for EnerGov to host the SaaS cloud version will be \$12,644 for the first year with a 5% increase each year thereafter for the annual subscription for 7 users for a five-year term. Total: \$46,644.

Note: Travel not included; estimate \$3,400 or less to cover 2 trips to the City of Winters for training/go live. We may also add one additional IG Workforce app for a second inspector for an added cost of \$55/year.

Accela: \$48,885 for the first year, including \$13,140 for SaaS annual subscription (for 5 users). Total: \$62,025

TRAKiT Cloud (SaaS): \$163,654 for the first year, \$11,694 for the second year and each year thereafter, the annual subscription increases by 5%. Total: \$175,348

FISCAL IMPACT: Cost to be paid from CARF fund. Funds are collected on every building permit issued to provide funding for computer and technology purchases to enhance the Building Division's productivity.

Fund 494-CARF	\$34,000 for one-time fees (purchase & setup)
Fund 494-CARF	\$12,644/year with a 5% increase each year for 5 years
Fund 494-CARF	\$2,000 for 2 iPads

ATTACHMENTS:

Tyler Technologies Quote dated July 30, 2019 for Upgrade to EnerGov SaaS – Silver
Tyler Technologies Software Service Agreement



Quoted By: DK Robertson
 Date: 7/30/2019
 Quote Expiration: 10/31/2019
 Quote Name: City of Winters-LGD-EG Upgrade
 Quote Number: 2018-45124
 Quote Description: EnerGov BMT Desktop Migration - SaaS

Sales Quotation For

Kristine DeGuerre
 City of Winters
 318 1st St
 Winters, CA 95694-1923
 Phone +1 (530) 795-4910

EnerGov SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Core Software:				
EnerGov Permitting and Land Management Suite (PLM)	1	\$187.00	7	\$15,708.00
Extensions:				
EnerGov IG Workforce Apps	1	\$5.00	1	\$55.00
Sub-Total:				\$15,763.00
<i>Less Discount:</i>				<i>\$3,119.00</i>
TOTAL:				\$12,644.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
EnerGov Desktop Migration BMT Configuration	180	\$125.00	\$22,500.00	\$0.00
EnerGov Fundamentals Training/Onsite Training Production Services	64	\$125.00	\$8,000.00	\$0.00

2018-45124 - EnerGov BMT Desktop Migration - SaaS

CONFIDENTIAL

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EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
EnerGov Project Management	28	\$125.00	\$3,500.00	\$0.00
TOTAL:			\$34,000.00	\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$12,644.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$34,000.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$34,000.00	\$12,644.00
Year One Contract Total	\$46,644.00	
Contract Total	\$46,644.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 500GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$3,000 per TB

Software License fees and first year ASM charges are due and payable at Software delivery or Availability for Download. Renewals of ASM are billed annually in advance on the anniversary of delivery and each year thereafter. ASM charges are subject to price adjustments. Invoice terms are Net 30. Professional services are billable and invoiced monthly as consumed.

Term of the SaaS agreement will be (5) years from Installation.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Winters.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
- 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and

Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;

- 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third

Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material

breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page

hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
 Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
 Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Winters

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Winters
318 1st Street
Winters, CA 95694
Attention: Kristine DeGuerre



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: DK Robertson
 Date: 7/30/2019
 Quote Expiration: 10/31/2019
 Quote Name: City of Winters-LGD-EG Upgrade
 Quote Number: 2018-45124
 Quote Description: EnerGov BMT Desktop Migration - SaaS

Sales Quotation For
 Kristine DeGuerre
 City of Winters
 318 1st St
 Winters, CA 95694-1923
 Phone +1 (530) 795-4910

EnerGov SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Core Software:				
EnerGov Permitting and Land Management Suite (PLM)	1	\$187.00	7	\$15,708.00
Extensions:				
EnerGov IG Workforce Apps	1	\$5.00	1	\$55.00
		Sub-Total:		\$15,763.00
		Less Discount:		\$3,119.00
		TOTAL:		\$12,644.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
EnerGov Desktop Migration BMT Configuration	180	\$125.00	\$22,500.00	\$0.00
EnerGov Fundamentals Training/Onsite Training Production Services	64	\$125.00	\$8,000.00	\$0.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
EnerGov Project Management	28	\$125.00	\$3,500.00	\$0.00
	TOTAL:		\$34,000.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$12,644.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$34,000.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$34,000.00	\$12,644.00
Year One Contract Total	\$46,644.00	
Contract Total	\$46,644.00	

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 500GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$3,000 per TB.

Software License fees and first year ASM charges are due and payable at Software delivery or Availability for Download. Renewals of ASM are billed annually in advance on the anniversary of delivery and each year thereafter. ASM charges are subject to price adjustments. Invoice terms are Net 30. Professional services are billable and invoiced monthly as consumed.

Term of the SaaS agreement will be (5) years from installation.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided,

payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 ABA: 121000248
 Account: 4124302472
 Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



CITY COUNCIL
STAFF REPORT

DATE: August 6, 2019
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager
SUBJECT: General Plan Element Review- Natural Resources

RECOMMENDATION:

That the City Council receive a brief presentation on the Natural Resources Element of the City's General Plan.

BACKGROUND:

This is the sixth in a 9 part series of presentations on the City's General Plan.

Discussion:

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:

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

Vision:

The General Plan is meant to create a "vision" for the build out of the City. The document is best described as an evolutionary document which provides for expansion of certain documents to refine and further implement larger visionary concept. The Community Design Element is included as an avenue for the community to incrementally allow for community input and definition of those larger concepts.

Natural Resources:

The Natural Resources Element combines the structure for the State mandated **Open Space** and **Conservation** elements. The goals of this element include as follows:

- Protect water quality in Putah Creek, Dry Creek, and the area's groundwater.
- Productivity of agricultural land surrounding Winters and to prevent the premature conversion of agricultural land to urban uses.
- Protect sensitive native vegetation and wildlife communities and habitat.
- Promote the protection and enhancement of wetlands and the riparian and aquatic ecosystems of Putah Creek and Dry Creek.
- Improve air quality in Winters and the region.
- Promote energy efficient development in City's development review process through effective implementation of adopted state and local standards and guidelines.

Guidance from OPR includes the following:

"California legislative policy strongly favors the preservation of open spaces" (Gisler v. County of Madera (1974) 38 Cal.App. 3d 303, 307; see also Cal. Const. art. XIII, § 8). Together with the conservation element, an open space element identifies areas that provide value in an essentially undeveloped condition and creates a plan to preserve such areas. The open space element reinforces the conservation element by guiding the comprehensive and long-range preservation of open space lands that are important to the

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conservation of the State's natural resources. The conservation element should be used to inform and support both the open space element and the land use element, guiding the identification of resource areas that should remain undeveloped and those that are appropriate for future development. Open space is defined as any parcel or area of land or water that is essentially unimproved and devoted to open-space use (Gov. Code § 65560(b)). Such lands or waters may provide value related to, among other things, recreation, health, habitat, biodiversity, wildlife conservation aesthetics, economy, climate change mitigation and adaptation, flood risk reduction, managed natural resources production, agricultural production, and protection from hazardous conditions.

The advancement of many of the conservation and open space goals are carried through multiple documents, initiatives and agencies including:

- Habitat issues are advanced through the City's participation in the [Yolo Conservancy](#) which is advancing a County-wide habitat conservation program which has replaced the City's previously adopted habitat conservation program.
- Water issues are addressed through groundwater monitoring programs through the Yolo Flood Control Agency and now through the [Yolo Sustainable Groundwater Agency](#) (previously the Water Resources Agency).
- Air quality is addressed through programs and initiatives with the [Yolo-Solano Air Quality Management District](#).
- The City is in the process of adopting a **Climate Action Plan** following State guidelines to address the affects of climate change, emissions and greenhouse gases.
- In development is a [Storm Water Management Plan](#) to meet regional water quality guidelines and enforcement initiatives. While the City is not currently under storm water permitting requirements, we are proactively working on public education and regional cooperation to insure clean waterways and storm drainage systems.

A key focus of the City's Natural Resources Element is Putah Creek and the preservation and ecological restoration. Again, through a series of adopted documents and agency participation, the City has implemented the following:

- Adopted the [Putah Creek Park Master Plan](#), a comprehensive planning and restoration project in the advancement of the City owned property within the City limits.
- The City is a member of the [Lower Putah Creek Coordinating Committee](#) (LPCC), a multi-jurisdictional agency advancing a court stipulation on the management, preservation and restoration of the creek.
- The [Lower Putah Creek Watershed Management Plan](#) and [Phase II](#) are comprehensive restoration and management plans administered through the LPCCCC for the entire reach of Putah Creek through multiple jurisdictions and counties.
- Managed through the [Winters Putah Creek Committee](#), the [Putah Creek Vegetation Management Plan](#) is an adopted plan for the ecological health of the Putah Creek Park.

FISCAL IMPACT: None by this action.