



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, October 1, 2019  
6:30 p.m.  
**AGENDA**

*Members of the City Council*

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

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

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PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

### CONSENT CALENDAR

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

- A. Minutes of the Joint Land Use Planning Workshop of the Winters City Council and the Winters Planning Commission Held on August 21, 2019 (pp. 5-8)
- B. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 3, 2019 (pp. 9-12)
- C. Revised Bus Sharing Agreement with Hotel Winters for Use of City-Owned Buses (pp. 13-26)
- D. Resolution 2019-37, a Resolution of the City Council of the City of Winters Calling for a General Municipal Election to be Held on March 3, 2020 (pp. 27-30)
- E. Member Recommendations for the Winters Senior Commission on Aging (pp. 31)
- F. Resolution 2019-38, a Resolution of the City Council of the City of Winters Authorizing the City Manager to Execute on On-Call Transportation Engineering Services Contract with Fehr & Peers (pp. 32-40)
- G. Street Closure Request and Amplified Sound Permit Application for Salmon Festival - November 2, 2019 (pp. 41-45)
- H. Green House Gas (GHG) Inventory MOU with Yolo County Regional Project (pp. 46-54)
- I. Resolution 2019-39, a Resolution of the City Council of the City of Winters Approving a Subdivision Improvement Agreement with Homes By Towne of Winters Highlands (Stone's Throw), Phase 2 Subdivision (pp. 55-77)
- J. Resolution 2019-41, a Resolution of the City Council of the City of Winters Accepting a Grant Deed for a Public Utility Easement Related to the Callahan Estates Phase 2 Project (pp. 78-88)
- K. Request for Seed Money for Winters Community Dinner (pp. 89)

### PRESENTATIONS

Assistant Analyst Kevin Clark, Yolo County District Attorney's Office, To Introduce the New Elder Abuse Program

## DISCUSSION ITEMS

1. Introduction and First Reading of Ordinance 2019-03, an Ordinance of the City Council of the City of Winters Amending the Winters Municipal Code 15.20.040, Section 1001.8, Uniform Fire Code, Hydrants and Fire Department Connections Parking-Prohibited (pp. 90-94)
2. Lease Agreement Extension with Charley Wallace for Certain Property Located 201 First Street (Rodgers Building) (pp. 95-102)
3. 2019 Planning Work Program (pp. 103-110)
4. Resolution 2019-40, a Resolution of the City Council of the City of Winters Requesting Membership in the Valley Clean Energy Alliance Joint Powers Agency (pp. 111-121)
5. Rotary Spooktacular 10k/5k Fun Run – Special Event Application (pp. 122-135)

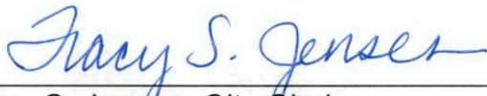
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## CITY MANAGER REPORT

### INFORMATION ONLY

#### ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the October 1, 2019 regular meeting of the Winters City Council was posted on the City of Winters website at [www.cityofwinters.org](http://www.cityofwinters.org) and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on September 26, 2019, and made available to the public during normal business hours.



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Tracy S. Jensen, City Clerk

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

*The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for*

*other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.*

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Minutes of the Joint Land Use Planning Workshop  
of the Winters City Council and the Winters Planning Commission  
Held on August 21, 2019 at the Winters Public Safety Facility

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Mayor Bill Biasi called to order the Joint Land Use Planning Workshop at 5:05 p.m.

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu, Mayor Pro Tem Wade Cowan, Mayor Bill Biasi, Planning Commissioners Dave Adams, Ramon Altamirano, Lisa Baker, Greg Contreras, and Chairman Paul Myer

Absent: Planning Commissioners Pat Riley and Daniel Schrupp

Staff: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh, Contract Planners Heidi Tschudin and Dave Dowswell, Economic Development and Housing Manager Dan Maguire, Environmental Services Manager Carol Scianna, Human Resources Manager Crystal Zaragoza, Management Analysts Dago Fierros and Kristine DeGuerre, and City Clerk Tracy Jensen.

Woody Fridae led the Pledge of Allegiance.

Approval of Agenda: Motion by Mayor Pro Tem Cowan, second by Council Member Neu to approve the agenda. Motion carried unanimously with the following vote:

AYES: Council Members Harold Anderson, Jesse Loren, Pierre Neu, Mayor Pro Tem Wade Cowan, Mayor Bill Biasi, Planning Commissioners Dave Adams, Ramon Altamirano, Lisa Baker, Greg Contreras, and Chairman Paul Myer

NOES: None

ABSENT: Planning Commissioners Pat Riley and Daniel Schrupp

ABSTAIN: None

**INTRODUCTION:** Mayor Biasi reviewed the how the basic structure of the meeting would be conducted, including the opportunity for the public to provide their comments following the presentation.

**PRESENTATION:** Contract Planner Heidi Tschudin gave an overview of the items included within the presentation as follows:

- Workshop Goals
- Status of the Northeast Area
- Overview of Land Development Process
- Status of General Plan
- Overview of LAFCO and Annexation Process
- General Plan Implementation
- Planning Trends and New Requirements.

The goals of this workshop are to clarify the land use application process, achieve a common understanding of key planning concepts, and develop a strategy for General Plan revisions.

Mayor Biasi thanked Ms. Tschudin for the informative presentation that provided the City Council and Planning Commission with a review of the process and also gave the community the opportunity to see the whole process that the City has to go through before any decisions are made.

Members of the City Council and Planning Commission were then given the opportunity to ask questions and discuss the information that had been provided by Ms. Tschudin.

Public comments were provided by the following attendees:

Susan Hamilton, 27270 Co. Rd. 87, Winters  
Mike McCoy, 26738 Co. Rd. 34, Winters  
Woody Fridae, 112 Liwai Village Court, Winters  
Peter Hunter, 28472 Co. Rd. 87D, Winters  
Chuck Pearce, 4582 Campos Lane, Winters  
Cristina Cogdell, 206 Main Street, Winters  
Tim Caro, Winters  
Jeff Tenpas, 24 E. Main Street, Winters  
David Springer, 200 Madrone Court, Winters  
Denise Cottrell, 210 Main Street, Winters  
Sarah Shirley, 415 Baker Street, Winters  
Carla Wren, 424 Russell Street, Winters  
Kate Laddish, 400 Morgan Street, Winters  
Al Vallecillo, 210 Main Street, Winters

Recebba Fridae, 112 Liwai Village Court, Winters  
Lynn Secrist, Winters  
Claudia Horvath submitted her opinion in writing.

Following public comments, Mayor Biasi turned it back over to Contract Planner Heidi Tschudin, who responded to two technical questions explaining the differences between a negative declaration and an Environmental Impact Report (EIR).

Planning Commissioner Contreras inquired about the flood zone and whether the cost associated could be spread out between the developer and the property owner.

In response to questions regarding groundwater recharge, City Manager Donlevy said the City's storm water plans are continuously being updated.

Council Member Cowan clarified the possibility of adding a resolution to address specific areas that were not included in Resolution 2019-35, which was adopted at last night's City Council meeting. Ms. Tschudin said Council could at any time give direction and have the resolution brought back before Council.

Contract Planner Tschudin then provided the following City Council Direction:

- a. Status of Northeast Area
  - Direct staff to maintain the informational website with current information regarding the project and application status.
  - Direct staff to request that prior to submittal of an application, the property owner representative submit a Letter of Intent that will be scheduled for consideration by the City Council pursuant to the requirements of Resolution 2019-35.
  - Direct staff to bring back Resolution 2019.35 for amendment to include the City Sphere of Influence (SOI) areas
- b. Land Development Application Process
  - Affirm the described land development application process for continued use with new applications
  - Direct staff to post the steps for a typical land development application process online as an informational tool
  - Direct staff to provide monthly updates to Council on activity related to land development projects.
- c. Status of General Plan
  - Direct staff to undertake an adequacy review of General Plan to identify required and other strongly recommended changes, as well as preliminary budget and funding information for making such changes

- Direct staff to develop workplan for update of the Housing Element with preliminary budget and funding information
  - Direct staff to investigate mechanisms and a timeline to pay off the 1992 General Plan interfund loan
- d. Status of Annexation
- Direct staff to undertake an adequacy review of the location and extent of the General Plan planning area
- e. General Plan Implementation
- Direct staff to identify funding and prepare a workplan plan for adoption of a Climate Action Plan/Sustainability Strategy
  - Direct staff to report on the status and adequacy of the City's infrastructure master plans, including the status of the Flood Overlay Zone (FOZ), and the major projects financing fee program

Mayor Biasi thanked everyone for coming and asking questions and expressing their opinions, thanked staff for their hard work, and thanked the Council and Planning Commission for their participation. Mayor Biasi then adjourned the joint workshop at approximately 8:13 p.m.

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Bill Biasi, MAYOR

ATTEST:

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Tracy S. Jensen, City Clerk



Minutes of the Regular Meeting of the Winters City Council  
Held on September 3, 2019

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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,  
Police Chief John Miller, Economic Development/Housing Manager  
Dan Maguire, Environmental Services Manager Carol Scianna, and  
City Clerk Tracy Jensen

Dan Maguire led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested Consent Item B be removed and brought back to the October 1<sup>st</sup> City Council meeting, and requested that Discussion Item #1 be moved to Consent Item F. Motion by Council Member Loren, second by Council Member Neu to approve the agenda with the noted changes. Motion carried with the following vote:

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

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

PUBLIC COMMENTS: Gloria Rhodes, 400 Morgan Street, spoke about pedestrian safety at the intersection of Grant Avenue and Morgan Street.

Gayle Miller, 400 Morgan Street, also spoke about pedestrian safety when attempting to cross Grant Avenue at Morgan Street.

Tina Lowden, 320 Niemann Street, requested extending adult lap swimming and adding early morning lap swim and recreation swim. She also said hearing devices were needed for City Council meetings.

Abigail Vargas, 1012 Taft Court, also requested that Council consider extending lap swim, asked if the 2-way stop at Taylor & Kennedy could be made into a 4-way stop, and said the stop sign at Taylor & McArthur is not visible and cars repeatedly run the stop sign.

Susan Hamilton, 27270 Co. Rd. 87, said resident input given at the Land Use Workshop on 8/21/19 was not considered.

Kate Laddish, 400 Morgan Street, said the intersection at Grant & Morgan was identified as an intersection of concern in the City's Complete Streets Report. She also requested the pool remain open for adult lap swim through October, and thanked the Council, Planning Commission and staff for holding the Land Use Workshop.

#### CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, August 20, 2019
- B. Minutes of the Joint Land Use Workshop of the Winters City Council and Winters Planning Commission Held on Wednesday, August 21, 2019 **(Removed from Agenda)**
- C. Adoption of Resolution 2019-36, a Resolution of the City Council of the City of Winters Authorizing Acceptance of Grant Deed from Homes by Towne Dedicating Two Acre Parcel (Lot A on the Final Map of Subdivision 4507 Winters Highlands Phase 1)
- D. Street Closure Request and Amplified Sound Permit for the PorchFest Live Music Stroll
- E. Amplified Sound Permit Application for the Carnitas Festival de la Comunidad
- F. Memorandum of Understanding between the Solano Economic Development Corporation and the City of Winters for Collaboration and Implementation of Economic Development and Marketing Strategy **(Moved from Discussion Item 1)**

City Manager Donlevy gave a brief overview.

Council Member Anderson said he had a Conflict of Interest with Consent Items D, E, and F due to the proximity of his property to these events, as well as Discussion Item 2. Council Member Neu and Mayor Biasi also said they had a Conflict of Interest with Consent Item D due to the proximity of their properties to this event.

Motion by Council Member Loren, second by Mayor Pro Tem Cowan to approve Consent Items A and C. Motion carried with the following vote:

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

In order to maintain a quorum for the remaining items, Council members drew walnuts to determine who would be excused from voting on these items. Council Members Anderson and Neu were excused from voting.

Motion by Council Member Loren, second by Mayor Pro Tem Cowan to approve Item D. Motion carried with the following vote:

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

Council Member Neu returned to the dais at this time.

Motion by Council Member Loren, second by Mayor Pro Tem Cowan to approve Items E and F. Motion carried with the following vote:

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

PRESENTATIONS: None

#### DISCUSSION ITEMS

1. Memorandum of Understanding between the Solano Economic Development Corporation and the City of Winters for Collaboration

and Implementation of Economic Development and Marketing  
Strategy (This item was moved to Consent Item F.)

2. Valley Clean Energy

Council Member Anderson excused himself from the dais and departed from the meeting.

City Manager Donlevy gave an overview and introduced Valley Clean Energy representatives Mitch Sears, Interim General Manager, and Jim Parks, Outreach and Program Director, who responded to numerous questions by Council, staff and members of the public.

Peter Myer, 21 E. Abbey St., inquired about solar and wind energy and whether this energy is filtered before being put on the grid.

Abigail Vargas, 1012 Taft Ct., inquired how the energy is purchased and whether it is purchased locally.

Kate Laddish, 400 Morgan St., said joining Valley Clean Energy would allow a reduction of the GHG footprint, highlighting the importance of moving forward with the Climate Action Plan and the Climate Committee.

Mayor Biasi gave Council authorization for staff to bring this item back to the October 1<sup>st</sup> City Council meeting.

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CITY MANAGER REPORT: Based on community feedback, the pool will remain open for Adult Lap Swim for the month of October if 15 people pre-pay for their monthly swim passes before September 30<sup>th</sup>. Hotel Winters has been issued a temporary Certificate of Occupancy, with 14 items remaining on their punch list. It's been a wild ride with congratulations going out to the Hotel Winters team. They're almost there and the elevator goes all the way to the roof! There will be no City Council meeting on September 17<sup>th</sup>. The next City Council meeting will be held on October 1<sup>st</sup>.

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

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Bill Biasi, MAYOR

ATTEST:

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Tracy S. Jensen, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 1, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Revised Sharing Agreement with Hotel Winters for use of City-Owned Buses

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**RECOMMENDATION:**

Council receive the staff update on the approved bus sharing agreement with Hotel Winters for City-owned buses for shuttle service for hotel guests to and from the PG&E Training Academy.

**BACKGROUND:**

In 2016, Yolo Bus donated two 16 passenger buses that were scheduled to be "retired" to the City of Winters. The busses were subsequently rebranded, with Discover Winters imagery replacing the standard Yolo Bus graphics. In the time since the busses were put into service, they have been utilized for transportation to a limited number of senior citizen events and for shuttle service to remote parking at various Winters' events. Despite these utilizations; the busses are very underutilized. A contributing factor to this underutilization is access to qualified drivers, as operation of the busses requires at least a Class B license with a passenger endorsement.

**DISCUSSION:**

Under the terms of the sharing agreement, the Hotel is responsible for upgrading and maintaining the busses, provide documentation to the City that their drivers are properly licensed with proof of workers compensation insurance for the drivers, and sufficient liability insurance to satisfy the City's insurance requirements.

This sharing agreement allows the hotel to provide shuttle service to and from the PG&E training academy, with Academy trainees encouraged to leave their vehicles at the training academy. The agreement will reduce the weekday downtown parking demand from those PG&E hotel guests. The sharing agreement would also reduce greenhouse gas

emissions.

The agreement is for a twelve-month period beginning in September of 2019, with automatic 2-month renewals available. It can be cancelled by either party after the initial 12-month period, with a 60-day notice required for either side to cancel the agreement.

The City would still be able to utilize the busses for other community needs; but would need to coordinate those uses with the hotel.

The Winters City Council approved the bus sharing agreement at the August 20, 2019 Council meeting; however, Council expressed concerns regarding the City's responsibility for major repairs and requested that staff continue discussions with Hotel Winters regarding major repairs. Staff subsequently met with a representative from Hotel Winters and that conversation resulted in the City Attorney and Hotel Winters legal counsel adding language to the agreement to address those concerns.

**FISCAL IMPACT:**

To Be Determined; however, there are potential savings on maintenance costs that could be realized by the City. It is expected the City's costs would be limited to a small amount of staff time to oversee implementation of the agreement.

**ATTACHMENT(S):**

Revised Bus Sharing Agreement between the City of Winters and Hotel Winters

**VEHICLE USE AGREEMENT  
BETWEEN CITY OF WINTERS AND  
HOTEL WINTERS, LLC**

This Vehicle Use Agreement (“Agreement”) is made and entered into this 1st day of September, 2019 (“Effective Date”) by and between the City of Winters (“City”) and Hotel Winters, LLC, a California limited liability company (“Hotel”). City and the Hotel are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

A. The City owns two buses: a 2007 Ford F-450 (License #1253491) and a Ford 240 Aerotech 2000 (License #1355014) (the “Vehicles”) that City uses on an occasional, as needed basis for City sponsored events, but does not use on a regular basis.

B. Hotel owns and operates a 73-room hotel located at 12 Abbey Street, Winters, CA (the “Hotel Site”) in downtown Winters, which is anticipated to open to the public for business on or around September, 2019.

C. At present, the Hotel has entered into a private agreement with Pacific Gas & Electric (“PG&E”) pursuant to which certain PG&E employees who are engaged in multi-day training at the PG&E Gas Operations Technical Training Facility (“Training Facility”) which is located at 1 PG&E Way, Winters, CA 95694, will stay at the Hotel.

D. The Hotel desires to use the Vehicles to shuttle PG&E trainees to and from the Training Facility and the Hotel Site Monday through Friday, 6 a.m. to 6 p.m. This shuttle service will allow trainees to leave their personal vehicles at the Training Facility, reducing vehicle miles traveled, traffic congestion on Highway 128 and in downtown Winters, and reduce parking impacts in downtown Winters.

E. The Hotel further desires to use the Vehicles on an ongoing basis to shuttle Hotel guests between other venues, including wedding and event venues located inside, around, and outside the City of Winters and the Hotel Site, reducing vehicle miles traveled, traffic congestion on Highway 128 and in downtown Winters, and parking impacts in downtown Winters.

F. The City finds and declares that allowing the Hotel to use the Vehicles will provide important health and safety benefits to the City, in that shuttling PG&E employees to and from the Training Facility, and allowing for the shuttling of Hotel patrons to and from other venues will reduce traffic impacts, parking impacts and congestion in downtown Winters, improving the quality of downtown experience for visitors and community members, and under the terms of this Agreement the City will have access to the Vehicles for its own events as needed at the City’s sole discretion, subject to the advance notice provisions of paragraph 4, below.

NOW, THEREFORE, in consideration of the mutually agreed upon terms and conditions contained in this Agreement, the Parties agree as follows

## AGREEMENT

1. **Term.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue for a period of one (1) year, unless earlier terminated as set forth herein or extended by mutual agreement of the Parties in writing.

2. **Delivery and Acceptance.** Upon the Effective Date of this Agreement, and after the Hotel has provided the City with evidence of insurance in accordance with Section 13 of this Agreement, the City shall cause the Vehicles to be available for receipt by the Hotel at a location that the Hotel may access, as needed to be agreed upon by the City and the Hotel. Thereafter, the Vehicles shall be maintained, stored and used by the Hotel in accordance with this Agreement, except for such times that the Vehicles shall be available for City use as set forth in Section 4 of this Agreement. The Hotel shall accept the Vehicles by executing and delivering to the City a Certificate of Delivery, in the form provided in Exhibit A, attached hereto and incorporated by this reference. Each Vehicle's then existing mileage shall be recorded on the Certificate of Delivery.

3. **Hotel Use of Vehicles.** The Hotel hereby agrees and covenants that it shall use the Vehicles to shuttle PG&E trainees between the Training Facility and the Hotel Site, and to shuttle Hotel guests, employees, and licensees to and from other venues in and around the City and the Hotel Site, and for no other purpose. The Hotel further agrees and covenants that it shall not charge Hotel guests or any other users for such trips to or from the Hotel Site.

4. **City Use of Vehicles.** The City shall have the continuing right to use the Vehicles as needed or desired for City events during the full term of this Agreement, with notice to the Hotel as set forth herein. A schedule of events for which the City shall use the Vehicles, including whether the City will be using one or both Vehicles, is attached hereto and incorporated herein as Exhibit B (the "City Use Schedule"). The Hotel shall ensure that the Vehicles are available for receipt by the City at the Hotel Site at the dates and times as specified on the City Use Schedule, and the City shall return the Vehicles to the Hotel Site on the completion of each City event, at the dates and times as specified on the City Use Schedule. The City may, at its sole and absolute discretion, amend the City Use Schedule to add or remove events, provided that City shall provide not less than 20 days written notice prior to adding any event to the City Use Schedule. In the event the City adds an event to the City Use Schedule pursuant to the terms of this paragraph, and the Hotel has committed to providing shuttle services, the parties shall meet and confer to provide necessary alternative shuttle arrangements. City and Hotel shall record the mileage for each Vehicle at the time that the City receives the Vehicles for use at a City event, and the mileage at the time that the Vehicles are returned to the Hotel Site.

5. **Disclaimer and Warranties.** The Hotel acknowledges and agrees that the Vehicles are of a size, design and capacity approved by the Hotel and that the City is neither a manufacturer nor a vendor of such Vehicles. The Hotel expressly acknowledges and agrees that the City has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to the design, operation, fitness for use, or suitability of the Vehicles in any respect whatsoever or in connection with or for the purposes and uses of the Hotel.

In no event shall the City be liable to the Hotel for any failure or defect of a Vehicle in connection with the Hotel's use and possession of said Vehicle, except for any failure or defect of a Vehicle caused by the City's negligence, or willful misconduct or failure by the City to disclose any known or reasonably ascertainable failure, defect, accident, incident, or damage to the Vehicle that occurs during the City's use of the Vehicles.

**6. Assumption of Risk and Release of City.** To the maximum extent permitted by law, the Hotel assumes any and all risk of loss, damage or injury of any kind to any person or property caused by the Vehicles or the Hotel's use of the Vehicles. The Hotel's assumption of risk shall include, without limitation, loss, casualty or damage caused by or arising out of the Vehicles or use of the Vehicle(s). To the maximum extent permitted by law, the Hotel hereby waives all claims and demands against the City and its respective officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of the Hotel sustained by the Hotel.

The Hotel has been advised by its legal counsel concerning the content and effect of California Civil Code Section 1542, which provides:

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

The Hotel hereby waives the benefits of Civil Code Section 1542 and all other state or federal statutes or judicial decisions of similar effect. The provisions of this Section shall survive the expiration or termination of this Agreement.

**7. Vehicle Condition.** The Hotel has had the opportunity to inspect the Vehicles and any maintenance records associated with such Vehicles, and by execution of this Agreement the Vehicles, in as-is condition, are deemed certified by the City as suitable for the uses set forth in this Agreement. The Parties therefore agree that the vehicles are in serviceable condition as of Delivery and Acceptance.

**8. Use, Maintenance and Repairs.** The Hotel shall use and store the Vehicles in a manner generally consistent with such activities, and shall comply with all laws, insurance policies and regulations relating to the possession, use, operation and maintenance of the Vehicles. The Hotel shall obtain, at its sole cost and expense, all licenses, permits, insurance and approvals required for the use or operation of the Vehicles by the Hotel. All Hotel employees that drive the Vehicles shall have valid California Class B drivers licenses. In the event of needed or required maintenance or repair to a Vehicle while in the Hotel's possession, the Hotel shall be responsible and liable for the full cost of any maintenance or repair performed on the Vehicles while in the Hotel's possession. The Hotel shall also be liable for costs incurred in the event of a vehicle breakdown due to normal wear and tear, whether such a breakdown occurs during the Hotel's use or City's use of the vehicles. The Hotel shall arrange for all necessary maintenance with the service provider used by the City, unless such maintenance is an emergency. The City shall be responsible and liable for the full cost of any maintenance or repair performed on the Vehicles as a result of City's negligent or reckless use of the vehicles, ~~use, regardless~~ regardless of when such use occurred.

9. **Alterations.** The Hotel shall not make any aesthetic alterations, additions or improvements to the Vehicles without the City's prior written consent, which may be granted or withheld in the City's sole and absolute discretion. Mechanical alterations, additions or improvements performed by the designated service provider made by the Hotel in the course of maintaining the vehicles shall not constitute an alteration, addition or improvement under this section.

10. **Liens and Taxes.** The Hotel shall keep the Vehicles free and clear of all levies, liens and encumbrances except those created under this Agreement. During the term of this Agreement, the Hotel shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Vehicles, unless such charges or taxes come due within six (6) months following the Effective Date. If the Hotel fails to pay said charges or taxes when due, the City may, but need not, pay said charges or taxes and, in such event, the Hotel shall reimburse the City on demand, with interest at the maximum rate permitted by law from the date of such payment by the City to the date of reimbursement.

11. **Risk of Loss, Damage, Destruction.** The Hotel assumes all risk of loss of, damage to, or destruction of the Vehicles during the Hotel's possession of the same. The value of the Vehicles for purposes of this section shall be based on the highest and best fair market value of the Vehicles at the time of the loss, damage, or destruction. In the event of loss of, damage to, or destruction of the Vehicles, the Hotel shall immediately replace or place the same in good repair with the proceeds of any insurance recovery applied to the cost of such replacement or repair, when such replacement or repair is required by the City. In the event a Vehicle is damaged to the extent that repair is not feasible, as determined by the City in the City's reasonable discretion, Hotel shall immediately pay to City the value of the Vehicle, as provided in this Section. Any loss, damage or destruction caused by the City shall be excepted from this provision.

12. **Personal Property; No Transfer of Real Property.** The Vehicles are and shall remain personal property of the City and shall not be deemed to be affixed or attached to real estate or any building thereon. Nothing in this Agreement shall constitute the lease or conveyance of real property.

13. **Insurance.**

- a. Time for Compliance. The Hotel shall not use, operate or transport the Vehicles under this Agreement unless and until it has provided evidence satisfactory to the City that it has secured all insurance required under this section, or that it is self-insured for the same limits. In addition, the Hotel shall not allow any employee, agent or contractor to use, operate or transport any Vehicles unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section, or that it is self-insured for the same limits.
- b. Insurance Requirements. The Hotel shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in

connection with the possession, use, management, operation, repair, maintenance or control of the Vehicles by the Hotel and/or its officials, officers, employees, agents, or volunteers. The Hotel's insurance shall not be deemed to apply to City use of the Vehicles, as set forth in section 4, above.

- c. Minimum Scope of and Limits of Coverage. Coverage shall be at least as broad as the latest version of the following: General Liability - Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). - The Hotel shall maintain Commercial General Liability Insurance with limits of no less than \$5,000,000 limit for each occurrence, medical expenses (any one person) \$10,000, Personal & Advertising Injury \$1,000,000, General Aggregate \$5,000,000; Business Auto Liability with limits of not less than \$5,000,000 single limit any one accident, covering all owned, non-owned or hired vehicles per the Code of Federal Regulations (CFR) 49, Subtitle B, Section 387.33, Financial responsibility, minimum levels. Business auto liability coverage shall not exclude passengers.; Workers' Compensation and Employer's Liability - Workers' Compensation limits as required by the California Labor Code and Employer Liability limits of \$1,000,000 per accident for bodily injury or disease. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. A combination of primary and excess insurance policies can be used to satisfy insurance requirements.
- d. Additional Insured. Hotel's general liability insurance policy and automobile insurance policy shall name City, its officials, officers, employees, volunteers and agents as additional insureds during all periods covered by section 3, above. Additional Insured Endorsements shall be attached to the Certificates of Insurance.

**14. Indemnification.** The Hotel shall defend, indemnify and hold harmless the City, its officials, officers, employees, agents and volunteers, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the Hotel, its personnel, employees, agents, contractors, or volunteers, in connection with or arising out of the Hotel's use of the Vehicles, except to the extent that any such actual or alleged claims, demands, causes of action, liability, loss, damage, or injury result from the gross negligence or willful misconduct of the City, its officials, officers, employees, agents and volunteers, or arising from the City's use of the Vehicles in accordance with section 4, above. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of the City, its officials, officers, employees, agents, or volunteers for all legal expenses and costs incurred by each of them. The Hotel's obligation shall not be restricted to insurance or self-

insurance proceeds, if any, received by the City, its elected officials, officers, employees, agents, or volunteers.

**15. Non-Assignment or Sublease.** Neither Party shall assign or transfer any rights or obligations under this Agreement without the consent of the other Party in writing. The Hotel shall not assign or sublease the Vehicles to another person or entity without the written consent of the City in writing, which may be granted or withheld in the City's sole and absolute discretion.

**16. Termination of Agreement.** Either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Party. Upon termination, all Vehicles shall be promptly returned to the City and any outstanding payment due the City shall be paid by the Hotel within twenty (20) business days of termination.

**17. Notices.** All notices to be given under this Agreement shall be made in writing to the other Party at its address or email address set forth below or at such address as the Party may provide in writing from time to time.

City: City of Winters  
318 First Street  
Winters, CA 95814  
Attn: City Manager  
jdonlevy@cityofwinters.org

Hotel: Guysell Geter  
General Manager  
12 Abbey Street  
Winters, CA 95814

**18. Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, employment relationship, or any other similar arrangement between the Parties. Neither Party shall be deemed to be a representative, an agent or an employee of the other Party. Unless otherwise expressly specified in this Agreement, neither Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party, nor bind any other Party in any respect, without the specific prior written authorization of the other Party. The obligations of the Parties shall be several and not joint.

**19. Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of this Agreement.

**20. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of the California. Venue shall be in Yolo County.

**21. Related Documents.** The Hotel shall execute or provide, as requested by the City, such other documents and information as may be reasonably necessary to carry out the purpose of this Agreement.

**22. Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire agreement between the Parties with respect to the lease of Vehicles, and this Agreement shall not be modified, amended, altered, or changed except with the written consent of both Parties. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the Authority of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**23. Not a Project.** This Agreement shall not constitute a project as defined in Public Resources Code section 21065.

**24. Attorney Fees and Costs.** If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party in such litigation or arbitration shall be entitled to recover from the losing Party reasonable attorneys' fees, court costs and related costs.

**25. Authority.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

**26. Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO  
VEHICLE USE AGREEMENT  
BETWEEN CITY OF WINTERS AND  
HOTEL WINTERS, LLC**

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

**CITY OF WINTERS:**

**HOTEL WINTERS, LLC**

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

By: \_\_\_\_\_  
Michael Olivas  
Hotel Winters LLC

*Approved as to form:*

By: \_\_\_\_\_  
Ethan Walsh  
City Attorney

By: \_\_\_\_\_  
Stoel Rives LLP  
Tim Taylor

*Attest:*

By: \_\_\_\_\_  
Tracy Jensen  
City Clerk

**EXHIBIT A.1**

**CERTIFICATE OF DELIVERY (Vehicle 1)**

Hotel Winters, LLC certifies that on this date of \_\_\_\_\_, it has inspected and accepted the following vehicle(s):

**VEHICLE ACCEPTED:**

[Description (model; make)/Vehicle ID #]

[Mileage]

_____	_____
_____	_____
_____	_____

**NOTES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HOTEL WINTERS, LLC:**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Upon Return of the Vehicle:**

Vehicle/Mileage: \_\_\_\_\_

Date of Receipt: \_\_\_\_\_

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

EXHIBIT A.2

CERTIFICATE OF DELIVERY (Vehicle 2)

Hotel Winters, LLC certifies that on this date of \_\_\_\_\_, it has inspected and accepted the following vehicle:

VEHICLE(S) ACCEPTED:

[Description (model; make)/Vehicle ID #]	[Mileage]
_____	_____
_____	_____
_____	_____

NOTES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HOTEL WINTERS, LLC:**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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**Upon Return of the Vehicle:**

**Vehicle/Mileage:** \_\_\_\_\_

**Date of Receipt:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Accepted By:** \_\_\_\_\_

**EXHIBIT B**  
**CITY USE SCHEDULE**

*[to be inserted]*

**EXHIBIT B**  
**CITY USE SCHEDULE**

<u>Date/Day/Time</u>	<u>Event</u>	<u>Group</u>
9/18/2019/Thurs./9 am – Noon	Turkovich Wine Tour	Senior Foundation
10/4/2019/Fri./2:30pm – 6 pm	Putah Creek Club	Middle School
10/11/2019/Fri/2:30 pm – 6 pm	Putah Creek Club	Middle School
10/25/2019/Fri./2:30 pm – 6 pm	Putah Creek Club	Middle School
11/8/2019/Fri./2:30 pm – 6 pm	Putah Creek Club	Middle School
11/22/2019/Fri./2:30 pm – 6 pm	Putah Creek Club	Middle School
12/7/2019/Sat./evening*	Tractor Parade	Chamber
12/13/2019/Fri./2:30 pm – 6 pm	Putah Creek Club	Middle School
12/5/2020/Sat./evening*	Tractor Parade	Chamber

\*remote parking shuttle service to and from downtown



**TO:** Honorable Mayor and Council Members  
**DATE:** October 1, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Tracy Jensen, Records Manager/City Clerk  
Ethan Walsh, City Attorney  
**SUBJECT:** Resolution 2019-37 Calling for and Consolidating General Municipal Election on March 3, 2020

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**RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2019-37 calling a General Municipal Election for March 3, 2020 to fill two City Council Member seats and requesting the Yolo County Board of Supervisors to consolidate the General Municipal Election with the Statewide Primary and other elections, and directing the County Election's Official to provide services in relation to the Election.

**BACKGROUND:**

Council elections are held every even numbered year and are consolidated by Yolo County with other elections held on the same date. As part of the initial process, Council considers and adopts a Resolution to call for such an election and asks the County Board of Supervisors to direct the Elections Office to so consolidate and conduct our election.

Council is asked to adopt Resolution 2019-37 calling for a general election for March 3, 2020 to fill two seats on the City Council, and requesting the Yolo County Board of Supervisors to consolidate the Elections with the Stateside Primary and other elections, and directing the County Election's Official to provide services in relation to the Elections.

Elections are consolidated by the County, which substantially lessens the cost to the individual cities and the County to conduct elections. The first step in the process is to adopt a Resolution to call for the elections and request the services of the County in

conducting the consolidated election. In keeping with the required deadlines as per election law and the needs of the County Election's Office, the Board of Supervisors will be asked to take action at its next meeting to call for the election.

Also of note is that the filing period for Council seats begins on November 12, 2019 and continues to December 6, 2019 and can be extended for new candidates to December 11, 2019 should incumbent Council Members choose not to file for re-election.

The Resolution is published in the newspaper as well as the normal Agenda noticing requirements. A Notice of Election will also be posted in the newspaper to provide notice to any citizens wishing to run for Council.

**FISCAL IMPACT:**

The cost for consolidation of these elections is dependent upon how many other jurisdictions and items are included in the election. The candidates also have a cost for filing and printing which is paid to the County of Yolo. The City has no charges to candidates.

Attachments: Resolution No. 2019-37

RESOLUTION NO. 2019-37

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, CALLING FOR A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF TWO COUNCIL MEMBERS, SAID ELECTION TO BE HELD IN THE CITY OF WINTERS ON MARCH 3, 2020, AND REQUESTING THE YOLO BOARD OF SUPERVISORS TO CONSOLIDATE THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE ELECTION AND ALL OTHER ELECTIONS TO BE HELD WITHIN THE CITY ON MARCH 3, 2020**

WHEREAS, the City Council of the City of Winters established that the City's regular municipal election would be consolidated with the Statewide primary election; and

WHEREAS, the City may request the Yolo County Board of Supervisors to direct the County Elections Official to render services to the City relating to the conduct of an election.

**THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. Calling of the General Municipal Election. Pursuant to the requirements of the laws of the State of California relating to municipal elections, there shall be, and there is hereby called and ordered held in the City of Winters, County of Yolo, State of California, on March 3, 2020, a general municipal election of the qualified electors of the City of Winters, for the purpose of electing two (2) members of the City Council for a full term of four (4) years each. The general municipal election shall be held and conducted as provided for by law for the holding of municipal elections in the City.

SECTION 2. Consolidation of the Election. The City Council hereby requests the Yolo Board of Supervisors to consolidate the general municipal election with the Statewide election and all other elections to be held within the City on March 3, 2020.

SECTION 3. Election Related Services. Pursuant to Elections Code Section 10002, the City requests and authorizes the Yolo County elections official to provide the services necessary to implement the election and to consolidate the election on March 3, 2020 Election Ballot for the County of Yolo. Such services include the publication of notices calling the election, provision of voter lists, obtaining and staffing polling places, hiring and training of precinct workers, provision and delivery of precinct supplies, provision of microfiche of voters and poll locations, if desired, counting of ballots and certification of the election, and all other aspects of elections not specified herein that may be agreed upon between the County Clerk and the City Clerk.

SECTION 4. Candidate's Statement. A Candidate's Statement may not contain more than 200 words. Candidates who elect to file a Candidate's Statement will not have to pay the cost of the statement. If a candidate desires to print an additional translated Candidate's Statement, the candidate must pay the actual cost, which is estimated to be \$516.

SECTION 5. City's Reimbursement of Costs. The City of Winters shall reimburse the County of Yolo for all costs and expenses incurred by the County in conducting said election upon presentation of a bill to the City.

SECTION 6. Forwarding of Resolution to the County. The City Clerk is authorized and directed to file a copy of this Resolution with the Board of Supervisors and the County Clerk upon its adoption by the City Council.

SECTION 7. Implementation Actions. The City Clerk is authorized and directed to take such further actions and execute such documents as are necessary to cause the election to be conducted on behalf of the City of Winters.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 1<sup>st</sup> day of October, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 1, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Tracy Jensen, Records Manager/City Clerk  
**SUBJECT:** Winters Senior Commission on Aging – Member Recommendations

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**RECOMMENDATION:**

Receive and approve the recommendation of Commission members for the Winters Senior Commission on Aging.

**BACKGROUND:**

On June 4, 2019, the City Council adopted Resolution No. 2019-19 establishing the Winters Senior Commission on Aging. Notices were published in the Winters Express inviting those who were interested to complete an Application for Appointment. The appointed Selection Committee, including Mayor Pro Tem Cowan and Council Member Neu, conducted interviews and for the purpose of staggered terms, are recommending the following individuals to serve two-year and four-year terms, alternating every four years thereafter:

Marianne Boyer – 2 Year  
Michael Felsen – 2 Year  
Debra Palmer – 2 Year  
Arthur Standridge – 2 Year  
Marie Heilman – 4 Year  
Tina Lowden – 4 Year  
Cheryl Sandoval – 4 Year  
Alternate – Wally Pearce – 2 Year

**FISCAL IMPACT:**

None by this action.



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Council members  
**DATE:** October 1, 2019  
**THROUGH:** John Donlevy, City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Resolution Authorizing City Manager to Execute an On-call Transportation Engineering Services Contract with Fehr & Peers

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**RECOMMENDATION:** Staff recommends the City Council approve Resolution No. 2019-38, authorizing the City Manager to execute an on-call contract with Fehr & Peers, for transportation engineering services.

**BACKGROUND:** The City's General Plan requires that project level traffic impact studies be performed to confirm existing conditions and to identify roadway and intersection improvements required to maintain the City's Level of Service (LOS) thresholds for all developments of 20 units or more.

The City currently has an On-Call Contract with Fehr & Peers (F&P), which was executed in 2005, for traffic/transportation related study services. Over the term of the Agreement, F&P has provided Traffic Engineering Services for the Winters Highlands, Callahan, Winters Ranch, Creekside Estates, PG&E Facility, and other development projects. They have also prepared the City's Circulation Master Plan, which was recently updated. They maintain the city's traffic model.

**DISCUSSION:** Staff is requesting to continue the on-call traffic engineering services with F&P. The Agreement has been updated to comply with current standards, and the City Attorney has reviewed and approved the updated version, which is included as an Attachment.

Staff will utilize F&P on an on-call basis where staff determines it is appropriate and prudent. The immediate need is for them to provide analysis for the Skreden (Farmstead) Tentative Map.

The term of the Contract is three (3) years with allowance for a two (2) year extension. As new projects come to the City, F&P will be asked to provide a detailed scope and fee for their review, and a Work Order will be prepared for approval by staff.

**ALTERNATIVES:** No alternatives recommended.

**FISCAL IMPACT:** The costs associated with the Contract will be funded with project-specific funds. For private development, the developer's fees cover the cost of analysis and review.

**Attachments:** Resolution No. 2019-38  
F&P Contract

**RESOLUTION NO. 2019 - 38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN ON-CALL CONTRACT WITH  
FEHR & PEERS, FOR TRANSPORTATION ENGINEERING SERVICES**

**WHEREAS**, the City's General Plan requires that project level engineering studies for transportation be performed to confirm existing conditions and to identify infrastructure improvements required; and

**WHEREAS**, in 2005, the City executed a contract with Fehr & Peers (F&P) for on-call traffic engineering services; and

**WHEREAS**, over the term of the Agreement, F&P has provided Traffic Engineering Services for the Winters Highlands, Callahan, Winters Ranch, Creekside Estates, PG&E Facility, and other development projects; and

**WHEREAS**, F&P has also prepared the City's Circulation Master Plan, which was recently updated, and they maintain the city's traffic model; and

**WHEREAS**, staff desires to continue the on-call traffic engineering services with F&P, and the City Engineer recently requested an updated scope of work and rate schedule, to prepare a new on-call contract.

**WHEREAS**, as new projects come to the City, F&P will be asked to provide a detailed scope and fee for their review, and a Work Order will be prepared for approval by staff.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Winters authorizes the City Manager to execute an On-call Transportation Engineering Services Contract with Fehr & Peers.

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 17<sup>th</sup> day of September, 2019, by the following vote:

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

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

**ATTEST:**

Approved as to form:

\_\_\_\_\_  
Tracy Jensen, City Clerk

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



CONSULTANT SERVICES AGREEMENT  
FEHR & PEERS  
AGREEMENT No. 017-19

THIS AGREEMENT is made at Winters, California, as of October 1, 2019 by and between the City of Winters ("the CITY") and Fehr & Peers (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide the City with on-call Transportation Engineering Services for various projects. The Scope of Services are described in more detail in Exhibit "A". Upon request of the CITY, the CONSULTANT shall prepare a schedule and fee for the assigned project. For each project, a Work Order will be executed with specific scope information.

2. PERIOD. CONSULTANT shall provide said Services for a period of 3 years from the date of execution of this Agreement, with an option to re-new the Agreement, upon mutual consent of both parties, for an additional 2 year term.

3. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the attached Rate Schedule in Exhibit "B". For each project, a Work Order will be executed with specific compensation information. City shall pay consultant for services rendered pursuant to the Agreement.

4. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

5. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

6. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

FEHR & PEERS  
Consultant

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

By:   
David B. Robinson, PE, Principal

ATTEST: By: \_\_\_\_\_  
Tracy Jensen, CITY CLERK

## EXHIBIT "A"

### SCOPE OF SERVICES

- **Prepare Transportation Impact Studies:** Fehr & Peers will prepare transportation impact study (TIS) documents in support of City development and/or environmental review processes. These studies typically include travel demand forecasting, multimodal traffic operations analysis, and other traffic engineering/transportation planning elements.
- **Review Transportation Impact Studies:** Fehr & Peers will review Draft TIS and Final TIS documents, as requested by City staff, including attached technical calculation sheets. For Draft TIS documents, Fehr & Peers will review preliminary comments by City staff and prepare a compilation of comments. For Final TIS documents, Fehr & Peers will review preparer responses to comments to determine that Draft TIS document comments were adequately responded to.
- **SB 743 Implementation Support:** Fehr & Peers will assist the City with the implementation of SB 743, which by July 2020 will require all lead agencies in California to adopt VMT impact analysis thresholds in place of LOS impact analysis thresholds for the purposes of CEQA review.
- **Prepare Focused Transportation Analysis:** Fehr & Peers will prepare focused transportation analysis, as requested by City staff, to address issues raised by City Council members, Planning Commission members, City staff, project applicants, and/or members of the public. Examples of focused transportation analyses include, but are not limited to, transportation improvement phasing, TIS mitigation measure refinement, and fair share contribution calculations related to proposed City plans and/or land development projects.
- **Prepare Transportation Planning Documents** – Fehr & Peers will prepare studies and/or plans related to the following topics:
  - Complete streets/corridor improvements
  - Active transportation improvements (i.e., bicycle and pedestrian transportation)
  - Transit service and facility improvements
  - Transportation master planning for general plans and specific plans
  - Parking/curbspace management
- **Prepare PS&E:** Fehr & Peers will prepare PS&E packages for a range of infrastructure projects such as new traffic signals, roadway signing and striping plans, traffic signal control upgrades, and ITS elements such as ramp metering, signal interconnect, and changeable message signs.
- **Prepare Grant Applications:** Fehr & Peers will prepare grant applications on behalf of the City to compete for discretionary regional, State, and/or Federal transportation funding sources.
- **GIS and Visual Communication Services:** Fehr & Peers will provide GIS, visual communications, and data visualization services, including the production of quality documents, exhibits, webmaps, and GIS database management systems.
- **Data Collection and Analysis:** Fehr & Peers will collect and analyze a variety of transportation data, including traffic counts, parking surveys, big data (i.e., mobile device/GPS travel data), and user preference surveys.

# FEHR & PEERS

## EXHIBIT "B"

2019-2020

(July 2019 through June 2020)

### Hourly Billing Rates

Classification	Hourly Rate
Principal	\$215.00 - \$350.00
Senior Associate	\$180.00 - \$340.00
Associate	\$155.00 - \$250.00
Senior Engineer/Planner	\$130.00 - \$200.00
Engineer/Planner	\$120.00 - \$160.00
Senior Engineering Technician	\$145.00 - \$195.00
Senior Project Accountant	\$160.00 - \$165.00
Senior Project Coordinator	\$120.00 - \$165.00
Project Coordinator	\$110.00 - \$155.00
Technician	\$125.00 - \$165.00
Intern	\$90.00 - \$105.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (58 cents per mile as of Jan 2019).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

*Fehr & Peers reserves the right to change these rates at any time with or without advance notice.*

## EXHIBIT "C"

### GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession and are typically provided, maintained, or acquired by consultants providing similar services to that of CONSULTANT under this Agreement. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession and are typically provided, maintained, or acquired by consultants providing similar services to that of CONSULTANT under this Agreement.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement. However, notwithstanding the foregoing, in no event shall CONSULTANT be responsible or liable for any delays in performance of its services beyond CONSULTANT'S reasonable control.

(4) INSURANCE.

- (a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.
- (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other named insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.
- (c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000 per claim.
- (d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the CITY'S City Clerk prior to the effective date of such cancellation, or change in coverage.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement exercising the same degree of care, skill, and diligence as is normally possessed and exercised by members of CONSULTANT's profession, currently practicing, under similar circumstances.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement ("Work Product") shall be the property of the CITY. However, notwithstanding any provision to the contrary in this Agreement, CONSULTANT shall retain ownership and all rights in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, or produced by CONSULTANT prior to or independently of any of its services under this Agreement ("Pre-existing Materials"), including such Pre-existing Materials that CONSULTANT may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. CONSULTANT grants the CITY an irrevocable, non-exclusive, royalty-free, license in perpetuity to use, disclose, derive from, and transfer such Pre-existing Materials, but only as an inseparable part of the Work Product.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent caused by the willful misconduct or negligent acts, errors or omissions by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where reasonably possible.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.



**STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** October 1, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager *[Signature]*  
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**SUBJECT:** Street Closure Request and Amplified Sound Permit Application for Salmon Festival - November 2, 2019

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**RECOMMENDATION:**

Approval of street closure of East Main Street between Railroad Avenue and Elliot Street and approval of Amplified Sound Permit Application to allow for the Fourth Annual Salmon Festival in Rotary Park on November 2nd, from 11am-4pm.

**BACKGROUND:**

City staff has been working with several local groups including Solano County Water Agency, Putah Creek Council, Putah Creek Trout, Bureau of Reclamation and others planning our fourth Salmon Festival. The Festival celebrates the return of salmon to Putah Creek. The event will have several informational booths, food booths/trucks, merchandise vendors and music throughout the day.

Staff is requesting the closure of East Main Street between Railroad Avenue and Elliot Street from 7:00 a.m. to 5:00 p.m.

If approved, closure notification will be posted on all affected streets a minimum of 48 hours prior to the scheduled closures.

**FISCAL IMPACT:** Staff time as needed



**City of Winters Request for Street Closure**

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. For a parade or amplified sound, an additional permit is required.

A request to close streets shall be filed with the Police and Public Works Departments at least ten (10) business days prior to the date the street would be closed.

There shall be no closure of the following streets without Council approval:

1. Main Street
2. Railroad Street
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

Request to close these streets shall be processed in much the same manner except that the request shall be submitted to the City Council by the Police Department. Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: Carol Scianna	Organization: Winters Salmon Festival
Address: 318 First St	Mailing Address: Same
Telephone: 530-794-6715	Today's Date: Sept 12, 2019
Streets Requested: E Main, between Railroad and Elliot St	
Date of Street Closure: 11/2/19	Time of Street Closure: 7am-5pm
Description of Activity: Festival	
Services Requested of City: barricades, no parking signs	

*APPROVED:*

*City Council:  
Date Approved:  
Public Works Department:  
Police Department:  
Fire Department:  
Administrative Services:*



Date of Application: 09/23/2019 To City Council:

Name of Person(s)/ Organization: Salmon Festival Contact: Carol Scianna
Business Address: 318 First St Telephone: 794-6715
Winters, CA 95694
Telephone:

Type of Event: Winters Salmon Festival

Purpose of Event: (ie; fundraiser, parade, festival, etc.): Festival to Celebrate Salmon

Date/Time of Event: Nov 2, 2019 From: 11am To: 4pm

Location/Address of Event: Rotary Park and E. Main St

Rated Output of Amplifier in Watts: 40 Number of Speakers: 40

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: Carol Scianna

For City Use Only
Proof of Insurance: [ ] N/A (Not City Property) [ ] Yes [ ] No
Rental Fee Paid: [ ] N/A (Not City Property) [ ] Yes [ ] No
Police Department: [ ] Approved [ ] Denied Date:
Authorized Signature:
City Council: [ ] Approved [ ] Denied Date:
Authorized Signature:





## STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** October 1, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Carol Scianna, Environmental Services Manager  
**SUBJECT:** Green House Gas (GHG) Inventory MOU with Yolo County Regional Project

---

### RECOMMENDATION:

Staff recommends Council authorize the City Manager to execute MOU with Yolo County to facilitate a regional GHG inventory project. Regional partners will be working with Ascent Environmental to complete inventories for participating agency. The City's share of this project is estimated to cost a maximum of \$12,000.

### BACKGROUND:

Yolo County is facilitating a MOU with Ascent Environmental to assist several cities in the county with updating our GHG inventories. The base year we will be using is 2016. The last citywide inventory done by the City was in 2005. The benefits of doing the inventory on a regional level will increase efficiencies and promote consistencies between jurisdictions, which would not be realized if each city worked separately on updated GHG inventories. Besides the updated inventory the scope of work will also include GHG Inventory Technical Memorandum, and the creation of spreadsheets that will enable the City to update future inventories on an annual or biannual basis without the assistance of a consultants. The recently hired Civic Spark Fellow will be working with Ascent in gathering the necessary data for the project. Having an updated GHG inventory is an integral part of drafting and adopting a Climate Action Plan.

**FISCAL IMPACT:** Not to Exceed \$12,000 – SB1 funds to be used

**MEMORANDUM OF UNDERSTANDING  
FOR GREENHOUSE GAS INVENTORY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into on the 27th of August, 2019, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter “COUNTY”) and the CITY OF WINTERS, a municipal corporation, (hereinafter “CITY”).

**AGREEMENT**

1. **BACKGROUND.** The COUNTY entered into an agreement (“Agreement”) with Ascent Environmental for the provision to COUNTY of a regional Greenhouse Gas (“GHG”) inventory. A true and correct copy of the Agreement, including all of the exhibits, is attached hereto and incorporated herein by reference. COUNTY agreed to pay Ascent Environmental no more than \$99,660 for the regional GHG inventory.

2. **CITY’S USE OF INVENTORY.** The CITY shall have full access to the inventory worksheet that will allow the CITY to update information on an annual basis, as set forth in Ascent’s proposal. COUNTY shall have no responsibility or control over CITY’s use of, or direction given to, the regional GHG Inventory.

3. **PAYMENT.** COUNTY shall invoice the CITY on a one-time basis for the proportionate cost of City’s use of the regional GHG inventory. CITY shall provide to COUNTY an amount not to exceed \$ 12,000.00, which shall be paid to COUNTY in one payment no sooner than January 31, 2019. CITY shall not be responsible for providing any payment to the Ascent Environmental.

4. **INCORPORATION OF PROVISIONS IN AGREEMENT.** CITY agrees to be bound to all terms of the Agreement that refer to the COUNTY’s agent. In no event shall CITY be considered COUNTY’S agent, except to the extent required by law.

5. **FUNDING CONDITION; TERMINATION.** This MOU is contingent on the COUNTY’s having sufficient funding to pay the Ascent Environmental. Should the COUNTY lack sufficient funding to fulfill its obligations under the Agreement, then either party may terminate this MOU; and nothing shall preclude the CITY from then proceeding to otherwise a regional GHG inventory separate and apart from this MOU.

6. **NOTICE**

a. Notice shall be deemed to have been served when it is deposited in the United States mail, postage prepaid, and addressed as follows:

TO COUNTY  
Taro Echiburu  
Director of Community Services  
County of Yolo  
292 W. Beamer St.  
Woodland, CA 95695

TO CITY  
John W. Donlevy, Jr.  
City Manager  
City of Winters  
318 1<sup>st</sup> St.  
Winters, CA 95694

b. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines or email provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following contacts are used:

To COUNTY: (530) 666-8853

To CITY: (530) 661-1290

- c. Any party may change the address, email address, or facsimile number to which such communications are to be given by providing the other party written notice of such change at least fifteen (15) days prior to the effective date of the change.
- d. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email address or facsimile machines, or on the fifth (5) day following deposit in the mail if sent by first class mail.

7. **MUTUAL INDEMNIFICATION.** The COUNTY and CITY ("indemnifying party") each respectively agree to hold the other harmless, defend, and indemnify the other (the "indemnified party") against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of the indemnified party, its agents, servants, or employees), whenever such injury, death, loss, or damage is a consequence of, or arises out of the indemnifying party's acts or omissions under this MOU.

8. **AMENDMENT.** This MOU may be amended only by written instrument signed by the CITY and COUNTY.

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto.

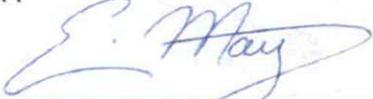
**COUNTY:**  
County of Yolo

**CITY:**  
City of Winters

\_\_\_\_\_  
Taro Echiburu, Director  
Department of Community Services

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

Approved as to form:

  
\_\_\_\_\_  
Eric May, Senior Deputy County Counsel



August 30, 2019

Kimberly Villa  
Department Analyst  
Yolo County Department of Community Services  
292 West Beamer Street  
Woodland, CA 95695

cc: Taro Echiburu, Director of Community Services

**Subject: Revised Proposal for Regionally Integrated Greenhouse Gas Emissions Inventory Updates Yolo County, California**

Dear Ms. Villa:

Enclosed with this letter is a scope of work and cost estimate for updating greenhouse gas (GHG) emission inventories for jurisdictions within Yolo County, in support of a regional Climate Action Planning effort. Appendix A contains revisions from a previous submitted proposal dated July 10, 2019, based on feedback from the County and correspondence with partnering agencies.

If you have any questions, please feel free to contact us.

Sincerely,

Honey Walters  
Principal

p. 916.930.3184  
e. honey.walters@ascentenvironmental.com

Dan Krekelberg  
Climate and Energy Specialist

p. 916.732.3338  
e. dan.krekelberg@ascentenvironmental.com

Attachments:

- A Scope of Work and Cost Estimate
- B Billing Rates

## ATTACHMENT A

# PROPOSED SCOPE OF WORK AND COST ESTIMATE GREENHOUSE GAS EMISSIONS INVENTORIES FOR REGIONAL CLIMATE ACTION PLANNING IN YOLO COUNTY

## INTRODUCTION

In February 2019, Ascent Environmental, Inc. (Ascent) prepared a memorandum that was circulated to several jurisdictions in the Yolo County region which outlined a conceptual framework for regional climate action planning. This memorandum described how the coordination of planning efforts between agencies could result in improved efficiencies and additional greenhouse gas (GHG) reduction opportunities, based on the successful use of regional climate action planning models in other metropolitan areas. At an in-person meeting on June 18, 2019 Ascent provided additional detail on the approach where interest was expressed with pursuing the first phase, which involves preparing updated GHG inventories to promote consistency between jurisdictions. This proposed scope of work describes the specific tasks that Ascent will provide to Yolo County to prepare GHG inventories on behalf of the cities of Davis, West Sacramento, Winters, and Woodland.

## PROPOSED SCOPE OF WORK

### TASK 1: DATA COLLECTION

For this task, data will be collected for activities contributing to GHG emissions for each jurisdiction in calendar year 2016, which will serve as the baseline year for the regional inventory. The preparation of community-wide GHG inventories requires jurisdictions to obtain data for a wide variety of GHG contributing activities. The data collection process is among the most time-intensive tasks in preparation of a GHG emissions inventory, particularly for activity data that are not publicly available. Obtaining these data can require submitting formal requests to air districts, utilities, water districts, waste management agencies, or state agencies. Often the data received requires additional processing to focus the data on the geographic location or sectors being analyzed and may require the conversion of data into units that allow for GHGs to be calculated according to protocols.

Sectors that will be covered as part of each GHG inventory include:

- On-road transportation
- Off-road transportation
- Energy (building electricity and natural gas usage)
- Water consumption and wastewater treatment
- Solid waste
- Agriculture

Under this task Ascent will fully manage data collection, using in-house staff experienced with GHG accounting. This option will produce the fastest and most accurate results, which may be important for jurisdictions that want to complete the inventory update and proceed with developing a CAP starting in 2019. Ascent will gather data from public sources, work with agency staff to obtain data managed by each jurisdiction and correspond with organizations that serve as a gatekeeper for selected data types (e.g. annual electricity consumption from utilities, permits for stationary source emissions from Yolo-Solano Air Quality Management District).

## **TASK 2: UPDATE INVENTORY CALCULATIONS**

### **Task 2.1: Prepare and Update GHG Inventory**

Once collection of all required activity data in each sector is complete under Task 1, Ascent will calculate GHG emissions in each sector for each participating jurisdiction in accordance with the latest emissions assessment methods and accounting protocols (e.g., the latest version of the U.S. Community Protocol (ICLEI 2012), including appropriate Global Warming Potential (GWP) values. Ascent will develop a customized spreadsheet that provides a snapshot of each jurisdiction's total community wide GHG emissions, along with tabs showing detailed calculations for each sector. Additionally, the spreadsheet will be developed to allow for a region-wide summary of emissions, with each participating jurisdiction's GHG emissions. This spreadsheet will also be designed as a tool that allows jurisdictions to update future inventories on an annual or biannual basis, with the work of agency interns or staff. Ascent will indicate in the spreadsheet which values should be updated.

#### **Task 2.1 Deliverables:**

- ▲ Spreadsheet including calculations of GHG Emissions for Yolo County, City of Davis, City of West Sacramento, City of Winters, City of Woodland.

### **Task 2.2: GHG Inventory Technical Memorandum**

Ascent will prepare an approximate 10-page technical memorandum summarizing the results of the GHG inventory updates. This memo will explain methodologies used to calculate GHG emissions, and provide informative graphics showing the share of emissions for each jurisdiction and emissions by sector.

#### **Task 2.2 Deliverables:**

- ▲ Final GHG Inventory Update Technical Memorandum

## **TASK 3: MEETINGS AND PROJECT MANAGEMENT**

Dan Krekelberg, will serve as the overall project manager for the project. Dan has coordinated the preparation of climate action plans, GHG reduction strategies, climate adaptation plans, and GHG emissions inventories or updates in the Sacramento region and elsewhere in California. Honey Walters will serve as Principal in Charge for the project, overseeing all work performed. She directed the work prepared for the County's previous CAP. Hannah Kornfeld will serve as a technical task lead managing

quality control and quality assurance for all inventory calculations; and, assisting with preparation and refinement of deliverables. Hannah will lead data collection in collaboration with other Ascent technical staff.

It will be critical for Ascent to communicate closely with Yolo County and other participating agencies at regular intervals either in meetings or conference calls to review progress, exchange data, and identify and resolve critical path issues, to ensure the project is moving forward and is on track to meet the desired schedule. Bi-weekly check in calls with Yolo County staff during the data collection phase are recommended to track progress.

This task also includes standard project management tasks such as timely preparation of invoices, maintenance of the project schedule and work plan, and maintenance and organization of project records (including all supporting data, modeling files, and other records).

## SCHEDULE

The enclosed scope of work (excluding optional tasks) can be completed within the timeframe shown in the table below.

Work Product/Milestone	Duration	Estimated Due Date
Notice to Proceed and Kickoff Meeting	N/A	Week of September 16, 2019
Data Collection	10 weeks	October 29, 2019
Update Inventory Calculations & Memo Preparation	6 weeks	December 6, 2019
Inventory Update Technical Memorandum	2 weeks	December 20, 2019

## COST ESTIMATE

The proposed price to complete the enclosed scope of work is estimated to be \$99,660 as shown in the following table. Please note that the price is estimated based on a good faith effort and current understanding of the project needs. Variations in approach, issues, and deliverables can adjust the contract price.

TASK	Principal in Charge \$250/hr	Project Manager \$170/hr	GHG Specialist \$140/hr	GHG Analyst \$120/hr	GIS/Word Processing \$115/hr	TOTAL
Task 1 : Consultant Led Data Collection	2	6	75	140	0	\$28,820
TASK 2.1: Update Inventory Calculations	2	20	140	180	20	\$47,400
TASK 2.2: Technical Memorandum	2	12	40	20	20	\$12,840
TASK 3: Meetings and Project Management	4	40	20	0	0	\$10,600
<b>TOTAL PROJECT HOURS AND COST</b>	<b>10</b>	<b>78</b>	<b>275</b>	<b>340</b>	<b>40</b>	<b>\$99,660</b>

## ASSUMPTIONS

1. Proposed Price Validity. The price proposed to carry out the scope of work is valid for 120 days from the date of submittal, after which it may be subject to revision.
2. Time and Materials. Invoicing for the project will be based on costs incurred for time and materials, up to a total contract amount of \$99,660. Monthly invoices will be submitted that describe the work performed for each task and percentage progress toward total project completion for each billing period.
3. Billing Rates. The proposed billing rates attached to this proposal apply to the current calendar year (2019). For work performed after this year has concluded, budget augmentations and contract amendments will be calculated using updated billing rates, unless precluded by contract terms.
4. Staff Assignment. Ascent may reassign tasks to different staff or labor categories, if the total contract price is not exceeded.
5. Price Allocation to Tasks. The proposed price has been allocated to tasks. Ascent may reallocate hours and budget among tasks, as needed, if the total contract price is not exceeded.

## ATTACHMENT B

### BILLING RATES

Labor Classification	Hourly Billing Rate
Principal	\$250
Project Manager	\$170
GHG Specialist	\$140
GHG Analyst	\$120
Document Production/Word Processor/Administrative Assistant	\$115



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** October 1, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Subdivision Improvement Agreement - Winters Highlands (Stone's Throw) Phase 2 Subdivision

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**RECOMMENDATION:**

Staff recommends the City Council:

1. Adopt Resolution No. 2019-39 approving the following:
  - a. Authorize the Mayor to execute the Subdivision Improvement and Maintenance Agreement with HBT of Winters Highlands, LLC.; and
  - b. Authorize the City Clerk to record the Agreement with the County Recorder.

**BACKGROUND:**

The Winters Highlands Ph 2 Subdivision project consists of approximately 82 lots on approximately 21 acres, located at the northwest corner of Stone's Throw development, bounded by Moody Slough, the Linear Park, Niemann, and Valley Oak (see attached exhibit). Phase 2 represents the third phase of the Winters Highlands Subdivision (Stones Throw) to move forward.

**DISCUSSION:**

The Development Agreement includes Mitigation Measures and Conditions of Approval, which were approved for the project in accordance with the Subdivision Map Act and the City's Subdivision Ordinance. As part of the Conditions of Approval, the Developer is required to fund, construct, and dedicate certain public improvements, including roads, curb, gutter, and sidewalk, water, sewer, and storm drains, landscaping, and other public utilities. The Subdivision Improvement and Maintenance Agreement allows the Developer to commence with construction of the improvements and provides for insurance and adequate security for the completion of the improvements.

HBT has recently begun rough grading on Phase 2. The improvements include utilities and roads within the subdivision, as well as repaving of Moody Slough and Road 88, and a new Generator for the W Main SSPS. The Agreement covers all public improvements, which are scheduled for completion in June, 2020. Therefore, staff recommends the City Council approve Resolution No. 2019-39, authorizing the Mayor to execute the Subdivision Improvement Agreement with HBT of Winters Highlands, LLC.

**ALTERNATIVES:**

None recommended by staff.

**FISCAL IMPACT:**

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

Attachment: Resolution Nos. 2019 - 39  
Subdivision Improvement and Maintenance Agreement  
Phase Exhibit

RESOLUTION NO. 2019 – 39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AUTHORIZING THE MAYOR TO EXECUTE THE SUBDIVISION IMPROVEMENT  
AND MAINTENANCE AGREEMENT WITH HBT OF WINTERS HIGHLANDS, LLC,  
FOR WINTERS HIGHLANDS (STONE’S THROW) PHASE 2 SUBDIVISION, AND  
AUTHORIZING THE CITY CLERK TO RECORD THE AGREEMENT WITH THE  
COUNTY RECORDER

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

WHEREAS, the reasons supporting the approval of the entrance of the City into certain agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council staff report entitled “Subdivision Improvement Agreement - Winters Highlands (Stone’s Throw) Phase 2 Subdivision” submitted for City Council consideration at its meeting of October 1, 2019 to the City Council by the City Manager (the “Staff Report”), the contents of which Staff Report are incorporated herein by this reference; and

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

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

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

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

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

- a. That the Subdivision Improvement and Maintenance Agreement with HBT of Winters Highlands, LLC., in the form attached to the

Staff Report and incorporated herein by this reference (the "Agreement") is hereby approved.

- b. That the Mayor is hereby delegated authority to, and is authorized and directed to, execute the Agreement substantially in the form attached.
- c. Authorize the recordation of the Agreement by the City Clerk.

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

**PASSED AND ADOPTED** by the City Council of the City of Winters at its meeting held on October 1, 2019 by the following vote:

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

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

ATTEST:

\_\_\_\_\_  
Tracy Jensen, City Clerk

Approved as to form:

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

Recording Requested by  
and when Recorded return to:

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

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

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

**SUBDIVISION IMPROVEMENT AND MAINTENANCE  
AGREEMENT**

**PUBLIC IMPROVEMENTS  
FOR THE  
WINTERS HIGHLANDS SUBDIVISION, PH 2**

This Subdivision Improvement and Maintenance Agreement (“AGREEMENT”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“EFFECTIVE DATE”) by and between the CITY OF WINTERS, a municipal corporation, hereinafter called (“CITY”) and HBT of Winters Highlands, LLC., a California Limited Liability Company, hereinafter called (“DEVELOPER”). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the “PARTIES” and singularly as “PARTY.”

**RECITALS**

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

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

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

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

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

## AGREEMENT

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

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

2. **Inspection Fees:** The DEVELOPER shall pay to the CITY fees for inspecting the construction of the required public improvements in an amount equal to a deposit of Ten-Thousand Dollars (\$10,000). Said fees in the amount of \$10,000 shall be paid prior to construction commencing.

The fees referred to in this paragraph are not necessarily the only City inspection fees, charges, or other costs that may be imposed on the PROJECT, and this AGREEMENT shall in no way exonerate or relieve the DEVELOPER from paying such other applicable fees, charges, and/or other costs. Fees associated with over-time inspections and other special inspections related to the required public improvements may be drawn down from the initial \$5,000 deposit, or any subsequent deposit as required by the CITY.

3. **Construction of Improvements:**

a. Except as otherwise provided below, DEVELOPER agrees to furnish, construct and install at DEVELOPER's sole cost and expense all the required public improvements as shown and approved on the improvement plans prepared by Laugenour and Meikle, entitled "Phase 2 Improvement Plans for Winters Highlands", dated 7/31/19 ("IMPROVEMENT PLANS"), a copy of which is on file in the office of the City Engineer, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer. The IMPROVEMENT PLANS may be modified by the DEVELOPER as construction progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the remaining required public improvements is Five-Million Six-Hundred-Twenty-Nine-Thousand Three-Hundred Seventy-Seven Dollars (\$5,629,377).

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

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

4. **Conformance with Improvements Plans:**

a. All construction of the required public improvements shall conform with the IMPROVEMENT PLANS, approved on August 1, 2019, shall comply with all applicable standards as required by the CITY's improvement standards, and shall be to the reasonable satisfaction of the City Engineer.

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

5. **Fulfillment of Conditions:** DEVELOPER shall fulfill all conditions of approval imposed by CITY's City Council, and incorporated herein by this reference, in accordance with CITY ordinances, and state law. Reimbursement to CITY of CITY staff time, costs, and expenses, including legal expenses, incurred in the processing, review, approval, inspecting and completion of the improvement and agreements therefore, is a specific condition of approval.

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

7. **Inspection and Access to Work**

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

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

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

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

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

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

f. The DEVELOPER shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the City Engineer for performing all inspection and tests.

DEVELOPER shall be charged with any additional cost of inspection when material and workmanship are not ready at the time of its inspection.

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

8. **Timeliness and Extension:**

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

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

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

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

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

a. Improvement security in the sum of Five-Million Six-Hundred-Twenty-Nine-Thousand Three-Hundred Seventy-Seven Dollars (\$5,629,377), which is equal to one hundred (100) percent of the total estimated cost of constructing the remaining required public improvements, which estimated cost has been reviewed and approved by the City Engineer, and the cost of any other obligation to be performed by DEVELOPER under this AGREEMENT; and

b. Separate improvement security in the sum of Two-Million Eight-Hundred-Fourteen-Thousand Six-Hundred Eighty-Eight Dollars (\$2,814,688), which is equal to fifty (50) percent of the estimated cost of constructing the remaining required public improvements, securing payment to the contractor, subcontractor, and to persons furnishing labor, materials, or equipment to them for the construction of the required public improvements.

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

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

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

a. Security given for faithful performance of any act or agreement may be released upon the performance of the act and final completion and acceptance by the City Council of the required work. Partial release of said security upon partial performance of the act or the acceptance of the work as it progresses may be made upon written authorization of the City Engineer following his inspection and approval of the required public improvements or work related thereto, and the approval of the City Council once each month. In any event, however, sufficient security in an amount equal to ten percent

(10%) of the estimated cost of the required public improvements to be constructed, shall be retained for the guarantee and warranty of the constructed improvements and related work against any defective work or labor done, or defective materials furnished, and for the purpose of guaranteeing payment to the contractor, his subcontractors and to persons furnishing labor, materials or equipment, and the same shall be retained for one (1) year after completion and acceptance by the CITY of all required public improvements and work related thereto. CITY is further not obligated to release any amount of security deemed reasonably necessary by CITY to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

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

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

12. **As Built Drawings:** DEVELOPER shall keep accurate records on a set of project mylar prints of all additions and deletions to the work, and of all changes in location, elevation, and character of the work, not otherwise shown or noted on the IMPROVEMENT PLANS. Prior to field acceptance of the work, all additions and deletions shall be transferred to Mylars and two half size sets of prints. DEVELOPER shall deliver this "as built" information to the City Engineer for the Engineer's approval and retention along with an AutoCAD 2000 or later digital file of IMPROVEMENT PLANS submitted on Compact Disk.

13. **Utility Arrangements:** DEVELOPER shall file with the City Engineer, prior to commencement of any work to be performed pursuant to this AGREEMENT, a written statement or a will service letter signed by DEVELOPER and each public utility serving the project, providing that DEVELOPER has made all arrangements required and necessary to provide the public utility service to the project. Said agreement will provide for the undergrounding of all utility lines on the property as approved by the City Engineer. For purposes of this paragraph, the term "public utility" shall include,

but is not limited to, a company providing natural gas, water, sewer, electricity, telephone, and/or cable television service. Said provision shall be without expense to the CITY.

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

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

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

- 1) COMPREHENSIVE GENERAL LIABILITY INSURANCE for liability assumed by DEVELOPER pursuant to this AGREEMENT with CITY. The minimum limits of liability for the insurance of this PROJECT for the CITY shall be One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate for bodily injury liability and property damage liability.
- 2) AUTOMOBILE LIABILITY INSURANCE coverage in minimum limits of not less than One Million Dollars (\$1,000,000) shall be required by DEVELOPER and/or DEVELOPER's contractors and sub-contractors hired to perform work on the PROJECT for owned, hired, leased, and non-owned autos.

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

15. **Certificates of Insurance:** Promptly upon execution of this AGREEMENT, and prior to commencement of any work, the DEVELOPER shall provide the CITY with certificates of insurance evidencing that the above-required insurance has been obtained and is in full force and effect. The terms

of the above-required insurance policy/policies shall require each carrier to give DEVELOPER at least thirty (30) calendar days prior written notice of cancellation or reduction in coverage of each of the above-required insurance policies during the effective period of this AGREEMENT. DEVELOPER shall provide CITY immediate written notice of such cancellation or reduction in coverage upon DEVELOPER's receipt of such notice. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER for liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this AGREEMENT or otherwise in law.

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

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

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

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to CITY; removal of debris from sewers and storm drains; and

sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. DEVELOPER shall cause the sweeping of streets to occur weekly at a minimum. DEVELOPER shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be DEVELOPER'S responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by CITY. If DEVELOPER fails to properly prosecute its maintenance obligation under this Section, CITY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of DEVELOPER and its surety under this Agreement. CITY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

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

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

**20. Notice of Breach and Default:** If DEVELOPER refuses or fails to obtain prosecution of the work, or any severable part thereof with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the

DEVELOPER should be adjudged a bankrupt, or DEVELOPER should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed in the event of DEVELOPER's insolvency, or if DEVELOPER, or any of the DEVELOPER's contractors, subcontractors, agents, or employee, should violate any of the provisions of this AGREEMENT, CITY may serve written notice of breach of this AGREEMENT upon DEVELOPER and any holder of security provided by DEVELOPER pursuant to paragraph 9 of this AGREEMENT.

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

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

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

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

**22. Prevailing Wages:**

a. DEVELOPER acknowledges that CITY has made no representation, express or implied, to DEVELOPER or any person associated with DEVELOPER regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined

by the State of California, pursuant to Labor Code Section 1720, *et seq.* ("Prevailing Wage Laws"). DEVELOPER agrees with CITY that DEVELOPER shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed relative to the construction undertaken pursuant to this Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

b. DEVELOPER, on behalf of itself, its successors, and assigns, waives and releases CITY from any right of action that may be available to any of them pursuant to Labor Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, DEVELOPER acknowledges the protections of Civil Code Section 1542, which reads as follows:

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

By initialing below, DEVELOPER knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section.

\_\_\_\_\_ (Initials of Authorized Developer Representative)

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

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

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

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

assessment formulas.

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

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

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

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

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

**DEVELOPER:** HBT of Winters Highlands, LLC  
11060 White Rock Road, Suite 150  
Rancho Cordova, CA 95670  
Attn: Jeremy Goulart  
Tele.: (916) 782-2424

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

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

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

30. **Effective Period of This Agreement:** This AGREEMENT shall remain in full force and effect for a period of one (1) year after acceptance by the City Council of the completed construction

and the work done under this AGREEMENT or from DEVELOPER's completion of the most recent repair or reconstruction work under paragraph 18 of this AGREEMENT, whichever is later.

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

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

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

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

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

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

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

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

g. Public Improvement Inspection Fees: Appropriate inspection fees shall be paid as specified above.

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

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

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

34. **Certificates of Occupancy:** Except as otherwise provided in this AGREEMENT, permanent certificates of occupancy for the "PROJECT" shall not be issued until after completion, and acceptance by the City, of the required public improvements pursuant to the approved public IMPROVEMENT PLANS, provided however that the City may issue permanent certificates of occupancy for structures within the PROJECT if the City Engineer and Fire Chief determine, in their sole and absolute discretion, that DEVELOPER has completed such public improvements that provide the infrastructure and fire safety improvements as are necessary or appropriate to serve the structures for which such certificates of occupancy are requested, and the City Engineer and Fire Chief have each provided their determination in writing.

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

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

**CITY OF WINTERS:**

**DEVELOPER:**

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Sacramento }

On 9/8/19 before me, Sarah Emily Fontenot, Notary Public  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public Signature



(Notary Public Seal)

### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
 (Title or description of attached document)

\_\_\_\_\_  
 (Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_  
 (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.

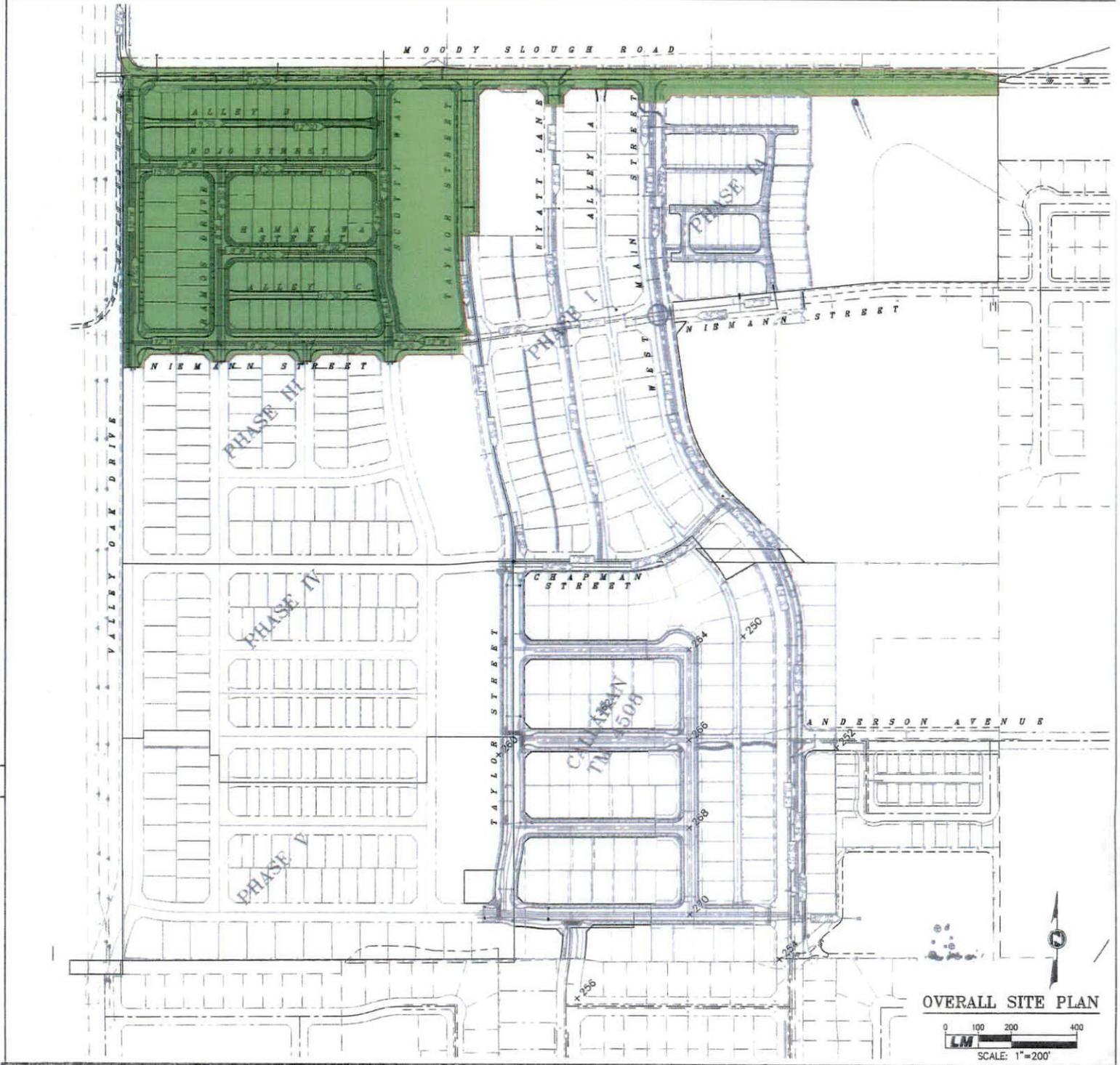
# PHASE 2 IMPROVEMENT PLANS

FOR

## WINTERS HIGHLANDS SUBDIVISION NO. 4507

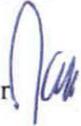
CITY OF WINTERS

YOLO COUNTY, CA





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 1, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Grant Deed for Public Utility Easement – Callahan Estates Phase 2

---

**RECOMMENDATION:** That City Council:

1. Adopt Resolution No. 2019-41, to accept a Grant Deed for a Public Utility Easement related to the Callahan Estates Phase 2 project; and
2. Authorize the City Clerk to record the Grant Deed on the City's behalf.

**BACKGROUND:** The Callahan Estates Subdivision (Heartland) project consists of approximately 109 single-family lots on 26.4 acres, located at the north end of the new Winters Ranch Subdivision and south of the Winters Highlands (Stone's Throw) Subdivision. City Council approved a Large Lot Parcel Map (LLPM), dividing Callahan into two Phases. Construction for Phase 1 was started in late 2017, and completed. Phase 2 construction is underway.

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

The attached Resolution and Grant Deed conveys the property interests for the PUE. The purpose of the PUE is for construction, installation, removal, repair, replacement, reconstruction, maintenance and operation of electrical, phone, data, and gas facilities, and associated appurtenances, over, along, upon, under, and across said property.

Staff requests the City Council adopt Resolution No. 2019-41, to accept a Grant Deed for a Public Utility Easement related to the Callahan Estates Phase 2 project.

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

**Attachment:** Grant Deed

**RESOLUTION NO. 2019 – 41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS TO ACCEPT  
A GRANT DEED FOR A PUBLIC UTILITY EASEMENT RELATED TO THE  
CALLAHAN ESTATES PHASE 2 PROJECT.**

**WHEREAS**, in order to provide access and utility service to new development, it is sometimes necessary to obtain easements from private property owners that create a subdivision; and

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

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

**WHEREAS**, the Subdivider for Callahan Estates has completed Phase 1 improvements and is constructing Phase 2 improvements; and

**WHEREAS**, the Subdivider has requested the City of Winters accept dedication of a Public Utility Easement (PUE); and

**WHEREAS**, the Subdivider has prepared a Grant Deed for a PUE; and

**WHEREAS**, adoption of this Resolution will consent to the acceptance of the Grant Deed, for the PUE, for the Callahan Estates Ph 2 Subdivision.

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

1. Approve a Grant Deed for a Public Utility Easement related to the Callahan Estates Phase 2 project; and
2. Authorize the City Clerk to record the Grant Deed on the City's behalf.

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 1<sup>st</sup> day of October, 2019 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

\_\_\_\_\_  
Tracy Jensen, City Clerk

**RECORDING REQUESTED BY:**

CITY OF WINTERS, CITY  
ENGINEER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**WHEN RECORDED MAIL TO:**

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

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

Signature of declarant determining tax

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

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

The undersigned Grantor(s),

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

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

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

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

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

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

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

By:   
CROWNE COMMUNITIES WINTERS CA LLC

By:   
Kal S. Takhar, Managing Member

Dated this 24th day of September 2019

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

Document: Grant Deed

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

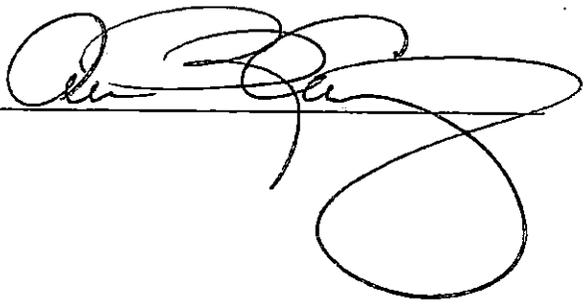
State of California )  
County of Sutter ) ss.

On September 24, 2019 before me, Ana R. Campos  
Notary Public personally appeared

Kal S. Takhar

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE 

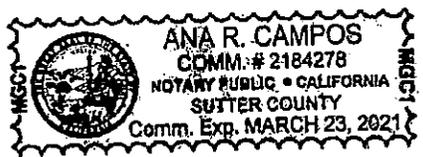
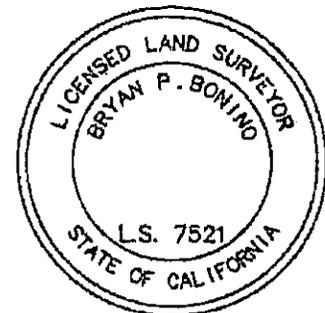


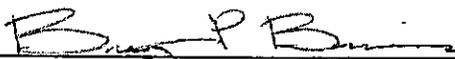
EXHIBIT A

STREET DEDICATION  
to the  
CITY OF WINTERS

That portion of real property situate in the City of Winters, County of Yolo, State of California, being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of Parcel 1 as shown in Book 2017 of Maps, at Page 79, Yolo County Records, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel 1, said point being distant the following two (2) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JS2151); and 2) South 66°13'12" West 4,541.06 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, along the North line of said Parcel, South 89°58'26" East 471.50 feet to the Northeast corner of said Parcel; thence, along a non-tangent curve to the right, concave Northwesterly, the radial line of said curve bears North 24°01'00" West, said curve having a radius of 328.50 feet, a central angle of 24°02'34" and having an arc distance of 137.85 feet; thence North 89°58'26" West 284.43 feet; thence South 44°53'30" West 28.35 feet; thence South 00°14'34" East 167.91 feet; thence South 45°14'34" East 28.28 feet; thence North 89°45'26" East 350.00 feet; thence South 00°14'34" East 57.00 feet; thence South 89°45'26" West 350.00 feet; thence South 44°45'26" West 28.28 feet; thence South 00°14'34" East 168.00 feet; thence South 45°14'34" East 28.28 feet; thence North 89°45'26" East 355.00 feet; thence South 00°14'34" East 68.00 feet; thence South 89°45'26" West 355.00 feet; thence South 44°45'26" West 28.28 feet; thence South 00°14'34" East 160.50 feet; thence South 45°14'34" East 28.28 feet; thence North 89°45'26" East 374.44 feet; thence South 00°14'34" East 57.00 feet; thence South 89°45'26" West 379.12 feet; thence South 47°32'23" West 25.25 feet; thence, thence, along a non-tangent curve to the right, concave Northwesterly, the radial line of said curve bears North 83°47'24" West, said curve having a



  
Bryan P. Bonino, L.S. 7521

9/17/19  
Date

radius of 533.00 feet, a central angle of  $6^{\circ}19'31''$  and having an arc distance of 58.84 feet; thence, along a tangent curve to the left, concave Easterly, said curve having a radius of 467.00 feet, a central angle of  $12^{\circ}46'41''$  and having an arc distance of 104.15 feet; thence South  $43^{\circ}35'54''$  East 27.31 feet; thence along a non-tangent curve to the right, concave Southerly, the radial line of said curve bears South  $2^{\circ}48'43''$  West, said curve having a radius of 531.00 feet, a central angle of  $2^{\circ}45'35''$  and having an arc distance of 25.58 feet; thence, along a tangent curve to the left, concave Northerly, said curve having a radius of 469.00 feet, a central angle of  $5^{\circ}48'52''$  and having an arc distance of 47.59 feet; thence, North  $89^{\circ}45'26''$  East 313.01 feet; thence South  $00^{\circ}14'34''$  East 62.00 feet; thence South  $89^{\circ}45'26''$  West 174.50 feet; thence South  $44^{\circ}48'29''$  West 28.26 feet; thence, along a non-tangent curve to the right, concave Westerly, the radial line of said curve bears South  $89^{\circ}51'32''$  West, said curve having a radius of 543.50 feet, a central angle of  $8^{\circ}54'11''$  and having an arc distance of 84.45 feet; thence North  $81^{\circ}44'41''$  West 15.40 feet; thence South  $89^{\circ}38'14''$  West 57.42 feet; thence, along a non-tangent curve to the left, concave Westerly, the radial line of said curve bears North  $80^{\circ}06'03''$  West, said curve having a radius of 471.50 feet, a central angle of  $24^{\circ}42'06''$  and having an arc distance of 70.84 feet; thence North  $45^{\circ}05'27''$  West 28.21 feet; thence South  $89^{\circ}45'26''$  West 33.41 feet; thence, along a tangent curve to the right, concave Northerly, said curve having a radius of 126.00 feet, a central angle of  $9^{\circ}15'54''$  and having an arc distance of 20.37 feet; thence, along a tangent curve to the left, concave Southerly, said curve having a radius of 460.00 feet, a central angle of  $9^{\circ}06'04''$  and having an arc distance of 73.07 feet; thence, along the West line of said Parcel, North  $00^{\circ}14'34''$  West 1,095.52 feet to the POINT OF BEGINNING.

Containing 3.385 acres of land, more or less.

TOGETHER with **Public Utilities Easements, 10.00 feet in width, lying parallel and adjacent to Chapman Street, Graf Way, Degener Street, Culton Street, Vasey Street, and Taylor Street as designated on Exhibit B, attached hereto.**

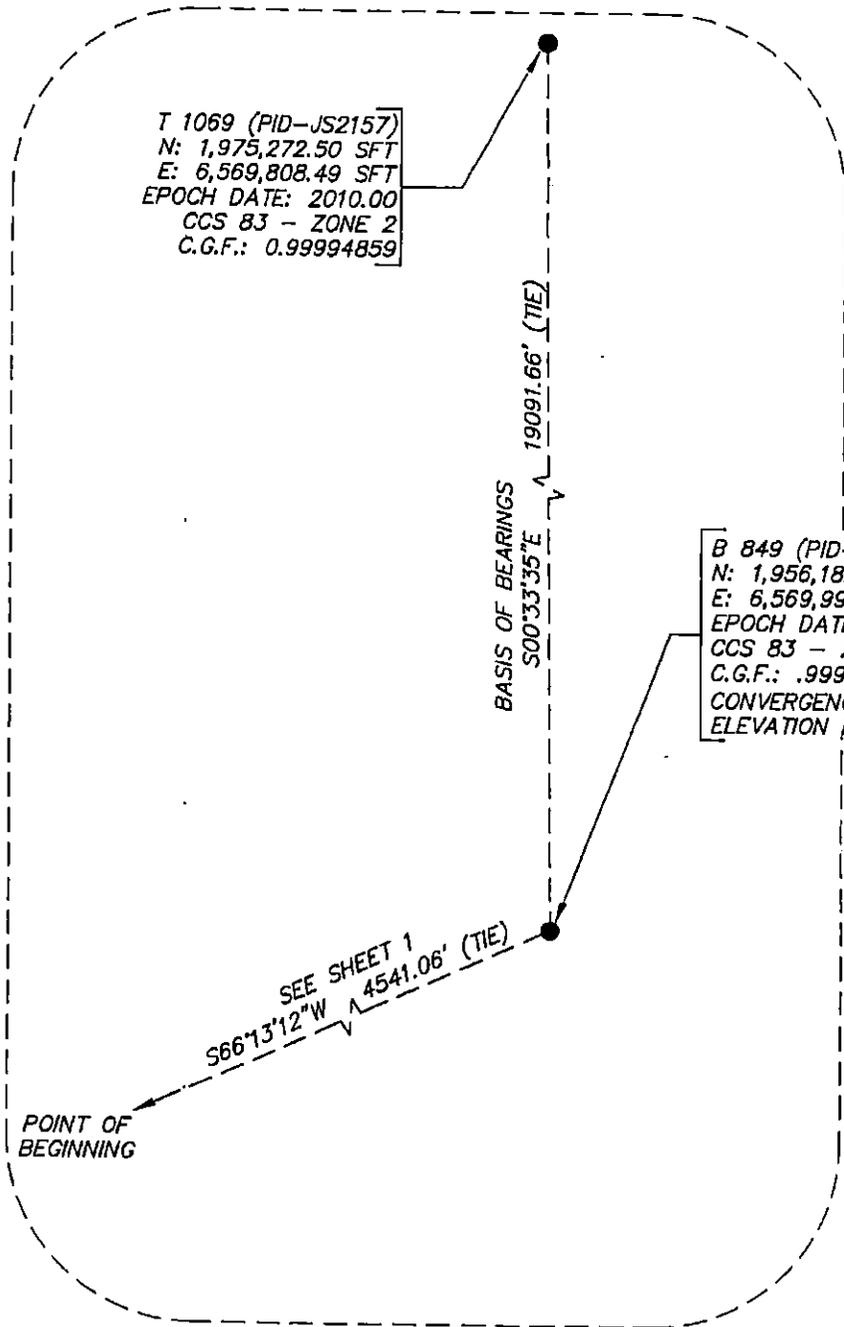
The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JS2151) and "T 1069" (PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2010.00; said "T 1069" having coordinates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

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

End of description.

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





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

B 849 (PID-JS2151)  
 N: 1,956,182.60 SFT  
 E: 6,569,995.02 SFT  
 EPOCH DATE: 2010.00  
 CCS 83 - ZONE 2  
 C.G.F.: .99995928  
 CONVERGENCE ANGLE: 0°01'06.1"  
 ELEVATION N.A.V.D. 88: 130.4 SFT

POINT OF BEGINNING

SEE SHEET 1  
 S66°13'12"W 4541.06' (TIE)

BASIS OF BEARINGS  
 S00°33'35"E 19091.66' (TIE)

DETAIL  
 NTS

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

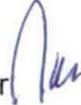
JULY 24, 2018

**LM LAUGENOUR AND MEIKLE**  
 CIVIL ENGINEERING • LAND SURVEYING • PLANNING  
 608 COURT STREET, WOODLAND, CALIFORNIA 95695 • PHONE: (530) 662-1755  
 P.O. BOX 828, WOODLAND, CALIFORNIA 95778 • FAX: (530) 662-4602

X:\Land Projects\2260-2-2-A\dwg\2260-2-2-A\_Exhibit-Street Dedications



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** October 1, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Tracy Jensen, Records & Information Manager/City Clerk  
**SUBJECT:** Seed Money for Winters Community Dinner

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**RECOMMENDATION:** Discuss and approve seed money for the Winters Community Dinner to be held on Thanksgiving Day, Thursday, November 28<sup>th</sup>, which will benefit many Winters residents. In 2018, over 1,000 residents were served a hot Thanksgiving meal with dessert.

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

Due to higher food costs, monthly expenses and fewer local donations, the Winters Community Thanksgiving Dinner organizers are proposing keeping the donation level at \$1,500.

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



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 1, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager *[Signature]*  
**FROM:** John P. Miller, Chief of Police  
Kelly McCoy, Police Sergeant  
**SUBJECT:** First Reading of an Ordinance to Amend Winters Municipal Code §15.20.040(H) "Section 1001.8: Uniform Fire Code, Hydrants and Fire Department Connections Parking—Prohibited."

---

**RECOMMENDATION:**

First reading of an ordinance to amend Winters Municipal Code §15.20.040(H) "Section 1001.8: Uniform Fire Code, Hydrants and Fire Department Connections Parking—Prohibited."

**BACKGROUND:**

The Winters Police Department has an obligation to ensure public safety by enforcing violations of parking too closely to fire hydrants. California Vehicle Section §22514 states that vehicles shall not stop, park, or leave standing any vehicle within 15 feet of the hydrant, thus a hydrant requires 30 feet total clearance. As such, available on-street parking is adversely impacted. In fact, many residents within the City of Winters who have a fire hydrant located near their residence cannot legally park a vehicle in front of their house in accordance with this provision of the Vehicle Code. However, the greatest concern remains access to the fire hydrants in the event of an emergency.

California Vehicle Code §22514(b) allows local authority to adopt an ordinance or resolution to reduce the required clearance at fire hydrants. If the distance is less than ten (10') feet total length, the distance shall be indicated by signs or markings and the painting of a red curb satisfies this requirement.

Currently, Winters Municipal Code §15.20.040(H) cites Uniform Fire Code §1001.8 and requires seven (7') feet of clearance for any hydrant or fire department

connection. After consulting with the Fire Department, it appears this section of the Fire Code is no longer applicable.

It is Staff's recommendation to Council to adopt an ordinance amending Winters Municipal Code §15.20.040(H) reducing the required minimum prohibited parking distance from seven (7') feet to five (5') feet, thereby making the total distance affected to ten (10') feet. Upon adoption, Pubic Works would be required to paint red curbs five (5') feet in either direction of the fire hydrants to comply with California Vehicle Code §22514(b), after which the five (5') feet minimum distance can be enforced.

**FISCAL IMPACT:**

Painting the mandated red curbs by the Public Works Department is estimated to be minimal.

**ATTACHMENTS:**

1. Draft Ordinance amending Winters Municipal Code §15.20.040(H) "Section 1001.8: Uniform Fire Code, Hydrants and Fire Department Connections Parking— Prohibited."
2. California Vehicle Code §22514 et seq.

**ORDINANCE NO. 2019-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS, CA  
AMMENDING WINTERS MUNICIPAL CODE §15.20.040(H) “SECTION 1001.8: UNIFORM  
FIRE CODE, HYDRANTS AND FIRE DEPARTMENT CONNECTIONS PARKING-  
PROHIBITED.”**

WHEREAS, Winters Municipal Code §15.20.040(H) cites Uniform Fire Code §1001.8 and a requires 7' feet of clearance for any hydrant or fire department connection. After consulting with the Fire Department, it appears this section of the Fire Code is no longer applicable; and

WHEREAS, California Vehicle Code §22514(b) allows local authority to adopt an ordinance or resolution to reduce the required clearance at fire hydrants. If the distance is less than 10 feet total length, the distance shall be indicated by signs or markings and the painting of a red curb satisfies this requirement; and

WHEREAS, the City Council desires to modify Winters Municipal Code §15.20.040(H), reducing the required minimum prohibited parking distance from seven (7') feet to five (5') feet, thereby making the total distance affected to ten (10') feet. Upon adoption, Pubic Works would be required to paint red curbs five (5') feet in either direction of the fire hydrants to comply with California Vehicle Code §22514(b), after which the five (5') feet minimum distance can be enforced under California Vehicle Code §22514 without further modification or addition to the Municipal Code;

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

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

SECTION 2. Winters Municipal Code §15.20.040(H) is hereby amended to read as follows:

Title 15

BUILDINGS AND CONSTRUCTION

H. Section 1001.8: Uniform Fire Code, Hydrants and Fire Department Connections Parking—Prohibited, is added to read as follows:

Where hydrants and Fire Department Connections are located along any access ways where curbs exist, such curbs shall be painted red ~~or otherwise appropriately marked by the owner, lessee, or other person in charge of the premises~~ to prohibit parking for a distance of seven (7') five (5') feet in either direction from any such hydrant and Fire Department Connections. In such case where curbs do not exist, there shall be appropriate markings painted on the pavement, or signs erected, or both giving notice that parking is prohibited for seven (7') five (5') feet from

any such hydrant and Fire Department Connections. When such areas are signed or marked as provided herein, no person shall park or leave standing a vehicle within ~~seven (7')~~ five (5') feet of any such fire hydrant and/or Fire Department connections.

**SECTION 3.** If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutionally by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

\_\_\_\_\_  
Tracy Jensen, City Clerk

**APPROVED AS TO FORM:**

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

California Vehicle Code §22514

22514. No person shall stop, park, or leave standing any vehicle within 15 feet of a fire hydrant except as follows:

(a) If the vehicle is attended by a licensed driver who is seated in the front seat and who can immediately move such vehicle in case of necessity.

(b) If the local authority adopts an ordinance or resolution reducing that distance. If the distance is less than 10 feet total length when measured along the curb or edge of the street, the distance shall be indicated by signs or markings.

(c) If the vehicle is owned or operated by a fire department and is clearly marked as a fire department vehicle.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 1, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Lease Agreement Extension between the City of Winters and Charley Wallace for that Certain Property at 201 First Street, Winters, CA

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**RECOMMENDATION:**

Staff recommends the City Council approve and authorize the execution of an extension of the Lease Agreement between the City and Charley Wallace for the Property at 201 First Street (the "Property").

**BACKGROUND:**

At the February 17, 2015 City Council meeting, Council reviewed the request to assist with the relocation of Charley Wallace (Winters Express) as the sale of his property to the developer of the downtown hotel was essential to that project. Council approved the lease of the southern portion of the Old Library building from the City to Charley Wallace for a 60-month period at a lease rate of \$800 per month, with the lease containing an option for an additional 60-month lease at an agreed upon lease rate.

Subsequently, at the July 5, 2016 City Council meeting, Council approved leasing the northern portion of the building to Charley Wallace at a lease rate of \$1,400 per month. That lease also included a similar option for an additional 60-month lease.

**DISCUSSION:**

The proposed lease rate of \$2,200 is identical to the lease rate paid previously under the existing leases. Staff continues to recommend the City not be engaged in on-going property management as a part of its ownership of the subject property. This lease is preferable in that all ongoing maintenance would be the responsibility of the Master Tenant (Charley Wallace).

The attached Master Lease (the "Lease") provides for the City to lease the entire Premises to Charley Wallace for \$2,200 per month for an additional period of 60+ months. The term of the first lease expires March 31, 2020, with the second lease set to expire on August 31, 2021. The proposed lease extension combines the two leases into one lease and extends the lease through the end of 2026 (64 months past the end date of the second

lease). Staff recognizes that Charley Wallace has made significant investments in the property in order to maximize space utilization, resulting in the property serving a wide variety of entities, including the Winters Chamber of Commerce and the Winters History Museum. The recommended lease extension will allow the Master Tenant (Charley Wallace) the ability to provide existing tenants assurances relative to rental cost certainty and space availability.

**FISCAL IMPACT:**

\$140,800 in lease payments (\$2,200 per month for 64 months) to be paid to the City. Under the terms of the proposed lease extension, the tenant will continue to be responsible for all ongoing building maintenance.

**ATTACHMENTS:**

Lease by and between the City and Charley Wallace.

## LEASE

THIS LEASE, is executed in duplicate at Winters, California as of October 1, 2019, by and between the City of Winters, a municipal corporation and general law city ("CITY" or "Landlord"), and CHARLEY WALLACE, an individual ("Tenant").

## RECITALS

A. CITY is the owner of that certain real property located at 201 First Street, Winters, California, more commonly known as the Rogers Building or the old library site (the "Property").

B. CITY and Tenant previously entered into that certain lease dated as of March 3, 2015 (the "2015 Lease"), for the southern half of the Property, consisting of approximately 3,300 square feet, or one-half of the Property; and entered into that certain lease dated as of September 1, 2016 (the "2016 Lease") for the northern half of the Property, consisting of approximately 3,300 square feet.

C. CITY and Tenant wishes to consolidate the 2015 Lease and the 2016 Lease into a single lease of approximately 6,600 square feet located on the Property to Tenant, as depicted in Exhibit A (the "Premises") and to extend the term of said consolidated lease to December 31, 2026.

D. Tenant is leasing the Premises for the conduct of his business.

## AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Recitals. The recitals above are incorporated by reference as though fully stated herein.

2. Amendment and Restatement of Leases. As of the date as first stated above, this Lease shall replace and supersede the 2015 Lease and the 2016 Lease in their entirety, and such Leases shall no longer be of any force or effect.

3. Leasing. Landlord Leases to Tenant and Tenant Leases from Landlord, at the rent and upon all the terms and conditions set forth herein, the Premises. Landlord further gives to Tenant the nonexclusive right to use all areas and facilities outside of the boundaries of the Premises and within the boundaries of the Property that are not included within the premises leased to other tenants and that are provided and designated by Landlord, in its sole discretion, from time to time, for the general use and convenience of Tenant ("Common Areas") with others who are entitled to use the Common Areas.

4. Term. The term of this Lease shall commence on the date first stated above (the "Commencement Date") and shall expire, unless sooner terminated as provided in the Lease, on

December 31, 2026 (the "Lease Term"). The Tenant shall have an option to lease the Premises, up to an additional five (5) years, at a rent to be negotiated by the Parties.

5. Rent. Commencing on the Commencement Date, Tenant shall pay as rent, without deduction or set-off, TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00) per month (the "Lease Rent"). If the Lease Rent is due for a period of less than a full month, it shall be prorated for such partial month on the basis of a thirty (30) day month.

6. Security Deposit. Upon signing of this Lease by Landlord and Tenant, Tenant will be required to maintain existing "Security Deposit" the amount of TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00). If Tenant fails to pay Lease Rent, additional rent, or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any such or other sums to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit(s), Tenant shall within thirty (30) days after written demand therefore deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount stated herein. Tenant's failure to do so shall be a material breach of this Lease. Within thirty (30) business days of expiration of the Lease Term and Tenant's vacating of the Premises, Landlord shall return to Tenant the Security Deposit or so much thereof as has not been properly applied by Landlord.

7. Other Charges. Tenant is obligated to pay maintenance, repair and replacement costs, taxes, utilities (including but not limited to electricity, gas, water, sewer, and garbage), and other charges directly to the providing or taxing persons or entities. Any sums owed by Tenant to Landlord under this Lease shall be considered "additional rent" and shall be due and payable in the same manner as Lease Rent.

8. Maintenance and Repair. Tenant shall, at its own expense, undertake to keep, maintain and repair all portions of the Premises, including without limitation, all Tenant's personal property and trade fixtures, during the term of this Lease, in good working and sanitary order, condition and repair, reasonable wear and tear and damage by casualty not caused by the negligence of Tenant or its agents, contractors or employees excepted. Tenant shall be liable for any damage to the Premises resulting from the acts or omissions of Tenant or its authorized representatives. Landlord shall, at Landlord's expense, maintain, repair and replace, and keep in a good and safe condition the roof, foundation, exterior walls, exterior windows and all structural components of the Property and the Premises. Tenant maintenance/repair of HVAC system limited to \$1000.00 per year per incident.

9. Holding Over. If Tenant remains in possession of the Premises after the expiration of the Lease Term, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at the rental and on the terms set forth in this Lease, plus all other charges payable hereunder.

10. Statement Regarding Possessory Interest Tax. This Lease creates a possessory property interest in Tenant. Tenant's property interest may be subject to property taxation, and Tenant or the party in whom the possessory interest is vested may be subject to the payment of

property taxes levied on the interest. Such taxes are referred to herein as "Possessory Interest Taxes." Tenant shall pay any Possessory Interest Taxes directly to the taxing authority.

11. Assignment. The parties acknowledge that Tenant is using the Premises under this lease on a temporary basis. Tenant's previous property was used for downtown commercial purposes, including the Winters Express, the Winters Chamber of Commerce & Visitor's Center, and other businesses. Though Tenant will not have the right to assign this Lease without the consent in writing of Landlord, which may be granted or denied in Landlord's sole and absolute discretion, Tenant shall be able to sublet the Premises to the same tenants as those on his current real property or new subtenants, at Tenant's discretion. Such subletting shall not, in any way affect or limit the liability of Tenant under the terms of this Lease. In the event of default by any subtenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant or any guarantor(s) or anyone else responsible for the performance of this Lease, including the assignee or sub-subtenant, without the necessity of first exhausting Landlord's remedies against any other person or entity responsible therefore to Landlord. Landlord may consent to subsequent assignments or Leases or amendments or modifications to this Lease or any lease, without notifying Tenant, any successor of Tenant, or anyone else liable under this Lease without obtaining its or their consent thereto and such action shall not relieve Tenant or any such other parties of liability under this Lease.

12. Quiet Enjoyment. As long as Tenant is not in default of this Lease, during the term of this Lease Tenant shall have quiet enjoyment of the Premises.

13. Use and Continuous Operating Covenant/Duties of Landlord

The Premises shall be used and occupied only for the Tenant's current businesses, similar businesses, subtenants as described in Section 10, and for no other purposes. Specifically the Winters Express Museum shall be a permitted use.

14. Indemnity and Insurance.

(a) Indemnity. Tenant agrees to protect, defend, indemnify, and hold harmless Landlord and its respective partners, affiliates, subsidiaries, directors, officials, officers, successors and assigns, agents, employees, volunteers, and representatives harmless from and against any and all liabilities, claims, expenses, losses and damages, orders, fines, penalties and expenses of any kind whatsoever (including but not limited to reasonable attorneys fees and costs) that may at any time be asserted against Landlord arising out of or in connection with the Lease (except to the extent caused by Landlord's sole or active negligence or willful misconduct), or resulting from or in connection with the obligation to comply with all laws with respect to the Premises, including, without limitation, all applicable federal and state labor laws and standards.

(b) Insurance. Tenant shall carry such insurance as required of under Landlord's standards, as follows:

Tenant shall maintain a commercially available general liability policy insuring against bodily injury and property damage on the Property in the amount of not less than One Million Dollars (\$1,000,000). Landlord shall be named an additional insured on the policy. The liability

insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landlord. Tenant waives all rights of subrogation against Landlord and its agents, representatives, officers, directors and employees for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Agreement. Tenant shall furnish Landlord with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Such certificates shall provide for thirty (30) days written notice to Landlord prior to the cancellation or material change of any insurance referred to herein. .

15. Release. Tenant fully releases and discharges Landlord from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to the Landlord arising out of or in connection with this Lease, except to the extent caused by Landlord's sole or active negligence or willful misconduct. Tenant acknowledges and agrees that the release and waiver set forth in this section is material consideration for Landlord's Lease of the Premises to Tenant on the terms set forth herein and that, but for this release and waiver, Landlord would not have leased the Premises to Tenant. It is hereby intended that the above release relates to both known and unknown claims that the Tenant may have, or claim to have, against the City with respect to the subject matter contained herein or the events relating thereto. By releasing and forever discharging claims both known and unknown which are related to or which arise under or in connection with the items set out above, the Tenant expressly waives any rights under California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

16. Attorneys' Fees. If Landlord or Tenant (each a "party") brings an action to enforce the terms of this Lease, to declare rights hereunder or for any other relief against another party or parties, the prevailing party in any such action, on trial and appeal, shall be entitled to its reasonable attorneys' fees and costs of suit to be paid by the losing party as fixed by the Court.

17. Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to the addresses indicated below, or to such other place as Landlord or Tenant may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

To Landlord:                   City of Winters  
  Attn: DAN MAGUIRE  
  318 First Street  
  Winters, CA 95694

Telephone: (530) 795-4910  
Facsimile: (530) 795-4935

To Tenant: Charley Wallace  
784 Hill Place  
Winters, CA 95694  
Telephone: (530) 795-4551  
Facsimile: (530) 795-3578

18. Non-Discrimination. The Tenant herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, leasing, transferring, use, occupancy, tenure, or enjoyment of the Premises herein leased nor shall the Tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, subtenants, or vendees in the Premises herein leased.

19. No Brokers. Neither party has had any contact or dealings regarding the Premises, or any communication in connection with this Lease, through any real estate broker or other person who is entitled to a commission or finder's fee in connection with this transaction. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any contact, dealings or communication with either party, then the party upon whose contact, dealings or communication the claim is based shall indemnify and hold the other party harmless from all costs and expenses (including but not limited to attorneys' fees) incurred by such other party in connection with such claim.

20. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

21. Miscellaneous. This Lease constitutes the entire understanding of Landlord and Tenant with respect to the matters covered by it and supersedes all prior Leases and understandings, written or oral, between Landlord and Tenant with respect to such matters. This Lease may not be modified or amended, nor may any term or provision be waived or discharged, except in writing signed by the party or parties against whom such amendment, modification, waiver, or discharge is sought to be enforced. The waiver by any party of any breach by another party of any provision of this Lease will not constitute or operate as a waiver of any other breach of such provision or of any other provision by such party, nor will any failure to enforce any provision operate as a waiver of such provision or any other provision. This Lease will be construed in accordance with, and be governed by, the laws of the State of California. This

Lease will benefit and be binding upon the parties to it and their respective heirs, representatives, successors and assigns. If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LANDLORD:

TENANT:

City of Winters

The Tenant

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

By: \_\_\_\_\_  
Charley Wallace

ATTEST:

By: \_\_\_\_\_  
Tracy Jensen, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Ethan Walsh, City Attorney



CITY COUNCIL  
STAFF REPORT

DATE: October 1, 2017  
TO: Mayor and City Council  
FROM: John W. Donlevy, Jr., City Manager   
SUBJECT: 2019 Planning Work Program

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**RECOMMENDATION:**

That the City Council 1) Discuss and provide feedback to staff regarding work program. 2) Direct staff to return with revised work program and preliminary scheduling and funding options.

**BACKGROUND:**

On August 21, 2019, the City held a joint community workshop of the City Council and Planning Commission to discuss a number of key planning subjects including the status of any application regarding the North Area, an overview of the application and plan review process, the status of the General Plan and an overview of key planning issues in California. The Workshop was well attended and the public provided a number of important themes in their comments.

One of the most important takeaways was that the City needs to ensure a very robust process of engagement, information sharing, and community planning to bring residents into the process including participation in all facets of land use planning such as timing, phasing, and location..

Key themes in the comments included:

- The need for a robust community outreach and engagement of residents in planning the City's future. Multiple people noted that many of the City's residents today did not have input on the current General Plan, and they should have input on how the City develops moving forward.
- Concerns regarding the pace, location and the phasing of growth within the City.

- Questions and concerns regarding the current and potential growth boundaries of the City's planning area.
- Need for a review on the payoff of the debt owed on the 1992 General Plan.
- The need for a review of General Plan policies and sections to reflect community values and aspirations.
- The relevancy and applicability of the City's current General Plan.
- The importance of citizen input and collaboration in the planning process, review of the General Plan.
- The need for a Climate Action Plan to establish baseline expectations for addressing this critical area.

**Discussion:**

Staff has integrated the themes and direction into a overall work program for the consideration and direction of the City Council. The Work Program is attached as Exhibit A to this report.

Outcomes will be important to achieve many goals including the economic sustainability, affordability of the community, support of schools, and addressing important issues such as housing availability, jobs, and historic? preservation.

At the end of the workshop, the Council provided staff with some specific direction on some key items including the following:

- a. Status of Northeast Area
  - Direct staff to maintain the informational website with current information regarding the project and application status.
  - Direct staff to request that prior to submittal of an application, the property owner representative submit a Letter of Intent that will be scheduled for consideration by the City Council pursuant to the requirements of Resolution 2019-35.
  - Direct staff to bring back Resolution 2019-35 for amendment to include the City Sphere of Influence (SOI) areas
- b. Land Development Application Process
  - Affirm the described land development application process for continued use with new applications
  - Direct staff to post the steps for a typical land development application process online as an informational tool
  - Direct staff to provide monthly updates to Council on activity related to land development projects.
- c. Status of General Plan

- Direct staff to undertake an adequacy review of General Plan to identify required and other strongly recommended changes, as well as preliminary budget and funding information for making such changes
  - Direct staff to develop workplan for update of the Housing Element with preliminary budget and funding information
  - Direct staff to investigate mechanisms and a timeline to pay off the 1992 General Plan interfund loan
- d. Status of Annexation
- Direct staff to undertake an adequacy review of the location and extent of the General Plan planning area
- e. General Plan Implementation
- Direct staff to identify funding and prepare a workplan plan for adoption of a Climate Action Plan/Sustainability Strategy.
  - Direct staff to report on the status and adequacy of the City's infrastructure master plans, including the status of the Flood Overlay Zone (FOZ), and the major projects financing fee program

Additionally, Staff is proposing projects to specifically address many of the themes which were presented at the workshop. There are many details in development and some things will take time to prepare. The overall program will take place over the course of a 30-month period.

These include:

**Public Outreach:**

Without question, people at the workshop are interested in participation in planning the future of the City, and making sure that the City's residents have input into land use and planning decisions moving forward. We heard this loud and clear and we will make sure that our citizens have this opportunity. Staff is now working on the development of a public outreach strategy to maximize community participation in the review and prioritization of general plan policy development.

**General Plan:**

The work program will include the following to address concerns related to the General Plan:

1. A General Plan adequacy review.
2. The development of an overall strategy for the update of needed aspects of the General Plan, including funding and an overall framework.

3. A General Plan Update Strategy which will include the overall scope and parameters for policy review, presentation and update of key General Plan Documents.

**Fiscal Sustainability:**

The important of establishing a clear picture of a sound financial future for the City to maintain infrastructure and sustain critical services such as school, public safety and the wide variety of quality of life services such as parks and projected senior services is critical. The work program will include fiscal information to help in the decision-making process.

**Public Information:**

We understand that access to information on land use planning is a critical part of the overall process. The work program includes:

1. Maintenance and regular updates to the City's North Area Planning Website to include project status reports, monthly updates, planning application information.
2. Regular updates before the City Council on planning applications.

**Climate Action Strategy and Plan:**

The work program will include a program toward the update and adoption of a Climate Action Plan. This may include:

1. Establishment of an Advisory Climate Committee/Commission to work with Staff and consultants in the update and review of a Climate Action Plan.
2. Development of a Climate Action Plan Document which may include the update of the current draft document and a merge with the draft climate action strategy.
3. The application of applicable Yolo Climate Resiliency Tool Box policies within City policies and programs.
4. Environmental review and adoption of a Climate Action Plan.

The proposal will be one of the most comprehensive planning and community participation efforts in many years for the City.

**FISCAL IMPACT:**

Costs will need to be determined and budgeted. Funding through both a SACOG grant, SB 2 from the last legislative session, and some funding from the current State Budget will be available. The overall program is costly, thus spreading through a number of fiscal years will be required.

Project	Assignment	Description	Funding Source
<b>Housing Element Update</b>			
2013 Summary	Planning	<a href="http://www.cityofwinters.org/wp-content/uploads/2015/11/HousingElement.pdf">http://www.cityofwinters.org/wp-content/uploads/2015/11/HousingElement.pdf</a> Review and update from previous goals.	General Fund
2021 Goals	Planning/City Manager	Development of revised goals for 2021-29	General Fund
RHNA Implementation	Planning/Planning/Sam	Process of SACOG Regional Housing Needs Allocation.	General Fund
RFP for Housing Element Update	Planning	Generate Scope and a document for an update of the City's Housing Element	General Fund
<b>Climate</b>			
Climate Action Strategy Report	Planning	Development of an overall plan for the revision of the draft Climate Action Plan with the integration of the Climate Action Strategy Report and a process toward integration with the General Plan "Refresh".	TBD
Climate Committee	Planning/City Manager	Establishment of Climate Committee to review draft Climate Action Plan and Strategy.	TBD
<b>Climate Action Plan Tasks</b>			
GHG Inventory Update	Consultant	Includes both updating inventory for 2018 or similar recent calendar year, and adjusting the original 2005 baseline to ensure two inventories are comparable.	SB2
Forecasts/Targets GHG	Consultant	Quantitative analysis of future GHG emissions under two scenarios (business as usual [BAU] and legislative-adjusted BAU) and quantification of GHG reduction targets/goals for (i.e., 2030, 2040 and 2050 per State guiPlanningce, specific years TBD). Forecasts could be aligned with SACOG 2020 MTP/SCS, general plan "refresh", housing element update, or all of the above.	SB2
GHG Quantification/Gap Analysis	Consultant	Quantitative analysis of GHG reduction potential of recommended strategies and actions in CAP Strategy Report, as well as other performance indicators, to ensure that GHG target for 2030 can be achieved; and, to demonstrate co-benefits in achieving City's sustainability goals (i.e., alignment with "EARTH" objectives and policy framework in general plan refresh/sustainability element).	SB2
CAP Document	Consultant	- Includes revisions to CAP document and any reformatting to incorporate results of all of the above. Includes all drafts (admin, screencheck, draft, admin final, screencheck final, final) through to adoption.	SB2
Vulnerability Assessment- Optional	Consultant	If desired, Ascent could perform a technical vulnerability assessment that builds on the Resilience Dialogues, followed by adaptation strategies. Goal would be to help City comply with SB 379 in preparation of the General Plan "refresh" effort. Ascent would use CA Adaptation Planning Guide and other relevant guiPlanningce from OPR.	SB2

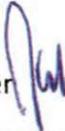
Project	Assignment	Description	Funding Source
Environmental Review/Checklist- Optional	TBA	If the City decides to adopt CAP as a stand-alone document (Option A in the CAP Strategy Report) apart from general plan update, a separate environmental document would be required in order to provide CEQA coverage per CEQA guidelines Section 15183.5. Ascent’s preliminary assumptions is that an Initial Study/Mitigated Neg Dec would be feasible for a CAP. However, if other options for the CAP are pursued, such as adopting the CAP concurrently with general plan or other planning actions, the CAP could be included in project description and covered under a broader program EIR, in which case the IS/MND portion of Task 6 would not be required. Ascent could also assist the City with development of a CAP Checklist to assist with project-level reviews for streamlining pursuant to CEQA Guidelines 15183.5.	SB2
Climate Resiliency Tool Box	Civic Spark Fellow	Review and update of the City's draft Climate Action Plan to incorporate the Yolo Climate Compact Climate Resiliency Tool Box within key documents and policies	
<b>General Plan</b>			
GP Adequacy Review	Consultant	1. Statutory update – all laws passed since last comprehensive update	TBD
	Consultant/Ethan	2. Legal update – all pertinent court cases since last comprehensive update	TBD
	Consultant	3. Factual Update – demographic info; statistics and background data; references; best available data/science; etc	TBD
	Consultant	4. Completeness -- compile and integrate all GPAs, policy interpretations, and relevant protocols since adoption; integrate as appropriate into text; designations; land use and circ diagrams	TBD
	Consultant	5. Horizon Year – long-term perspective is required; recommended horizon year of at least 10 years out – ideally 20 to 30	TBD
	Consultant	6. Policy Relevance -- review policies; modernize wording; relevancy to community (keep these non-substantive)	TBD
	Consultant	7. Planning Area -- consider adequacy of current “planning area”	TBD
	Consultant	8. Consistency -- verify consistency (vertical and horizontal), especially for Housing Element	TBD
	Consultant	9. Streamlining Implementation -- consider how to activate possible CEQA streamlining – uniformly applied development policies or standards; 15183; qualified GHG reduction strategy; etc	TBD
	Consultant	10. CEQA Clearance -- determine appropriate CEQA review	TBD
	Consultant	11. Follow up – are substantive updates necessary (see below)? Zoning; subdivision and other regulations; other focused plans; infrastructure master plans	TBD
GP Update Strategy	Consultant	Policy Review Workshop	TBD
		Goals and Policies into Standards and Benchmarks	TBD
		Online and Presentation Strategy	TBD
		Strategic Planning Framework	TBD
GP Refresh	City Manager/Consultant/Pla	Establish scope and parameters for policy review, presentation and update of General Plan Policy Documents.	

Project	Assignment	Description	Funding Source
<b>Planning Directives and Public Participation Projects</b>			
North Area	City Manager	Provide monthly updates to Council on activity related to this project	TBD
	City Manager	Maintain the informational website with current information regarding the project and application status.	TBD
	Consultant/Planning	Direct staff to inform Council of process and next steps at next meeting after an application is received.	TBD
Land Development Process	CC	Affirm the described land development application process for continued use with new applications	TBD
	City Manager	Post the steps for a typical land development application process online as an informational tool	TBD
Status of the General Plan	Consultant/Planning	Undertake an adequacy review of General Plan to identify required and other strongly recommended changes, with preliminary budget and funding information for making such changes	TBD
	Consultant/Planning	Develop workplan for update of the Housing Element with preliminary budget and funding information	TBD
	Consultant/Planning	Adequacy review of the location and extent of the General Plan planning area	TBD
	City Manager	Identify funding and prepare a workplan plan for adoption of a Climate Action Plan/Sustainability Strategy	TBD
	City Manager	Report on the status and adequacy of the City's infrastructure master plans and major projects financing fee program	TBD
Public Outreach Strategy	City Manager and Consultant	Develop an overall outreach strategy to incorporate workshops, survey's and participation in the review of key policy and land use elements of the City's General plan.	
Planning and Fiscal Review	City Manager, Finance	Develop land use and fiscal modeling tools to evaluate options regarding the City's General Plan land use.	
<b>Parking</b>			
<i>Zoning and Development Standards</i>	City Manager	Define minimum parking requirements for the Downtown.Evaluation of "shared" parking policy and establishment of parking standards for new construction and occupancies.	TBD
<i>Zoning and Development Standards</i>	City Manager	Clarify parking requirements for reciprocal uses with shared parking facilities. Clarifying this code section will make it easier for reciprocal uses to apply for a shared parking permit.Evaluation of public parking policy and establishment of shared parking standards for new construction and occupancies.	TBD

Project	Assignment	Description	Funding Source
<i>Zoning and Development Standards</i>	City Manager	On-site and remote parking: Make it easier to provide remote parking which will enable multiple uses to share parking facilities and reduce the total demand for parking spaces. City and WBA work to establish strategy on remote parking in Downtown.	TBD
<i>Shared Parking</i>	City Manager	Establish policies and requirements for new and existing developments to share parking lots.	TBD



**CITY COUNCIL  
STAFF REPORT**

**DATE:** October 2, 2019  
**TO:** Mayor and City Council  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Valley Clean Energy – Resolution Requesting Membership in the VCEA Joint Powers Agency

---

**RECOMMENDATION:**

- (1) Adopt Resolution No. 2019-40, requesting membership in the Valley Clean Energy Alliance Joint Powers Agency; and
- (2) Provide direction to staff regarding the additional steps needed for Winters to join VCEA.

**BACKGROUND:**

In September 2018, the Valley Clean Energy Board voted to offer membership to the Cities of Winters and West Sacramento. Staff was contacted by VCE staff and is bringing this before the City Council. In October 2018, the City Council received a presentation from VCE representatives and directed City Staff to continue monitoring possible participation with VCE and to bring the item back for consideration in 2019.

As noted in the September 3, 2019 report to the City Council, Community Choice Aggregation (CCA), enables local governments to procure and/or develop power on behalf of their public facilities, residents, and businesses. The aims are to increase local choice in energy supply and provide electricity with high renewable energy content at electric rates that are competitive with those of the incumbent investor-owned utility (IOU), such as PG&E. While a CCA program determines the sources of its power supply, sets customer rates, and develops programs and incentives, the IOU continues to deliver the energy, maintain infrastructure, read meters, and bill the customers. If the City decides to join Valley Clean Energy's CCA program, all PG&E electricity customers in Winters will be automatically enrolled but any may opt out of the program at any time.

In September of 2018 the Board of Directors of Valley Clean Energy (VCE); invited Winters and West Sacramento to join the local CCA. In October of 2018 the Council received a presentation from VCE Board and staff members and directed City Staff to continue to investigate the opportunity. In July 2019, Staff submitted the necessary forms for a request for load data from PG&E for the VCE analysis of the financial impacts of Winters participation in the program. On September 3, 2019 the Council received an update presentation from VCE Board and staff members and directed Staff to proceed with the membership process that is outlined below:

1. September 3- VCE presentation to City Council. **(Completed)**
2. October 1- Consideration of resolution requesting membership in Valley Clean Energy. (Current Action)
3. October 15- Public Hearing and Consideration of and First Reading of an Ordinance Authorizing Implementation of Community Choice Aggregation and City Approval Joining VCE.
4. November 5- Second reading of Authorizing Ordinance
5. December 17 – VCE Board to consider approval of the City of Winters as a new JPA member; Winters Board Reps are seated and new Board adopts the amended Implementation Plan.
6. Mid-December– Adopted Implementation Plan is sent to the CPUC for certification.
7. 2020 – Community outreach, power contracting, customer noticing and enrollment in anticipation of early 2021 roll out for City of Winters customers.

Note: a community engagement plan produced and implemented by the City and VCE is underway. Planned outreach activities include: a public forum, meetings with key stakeholders, social and print media outreach, a VCE web page designed for Winters residents/businesses, printed flyers focused on Winters, and public meetings before the City Council. Web page and printed materials are being produced in English and Spanish. If the membership is approved City and VCE staff will continue to coordinate on community engagement and customer notifications in 2020 leading up to the start of service in early 2021.

**DISCUSSION:**

The Council is being asked to consider adoption of a resolution requesting membership in the Valley Clean Energy JPA. This initial step will be followed by actions by the existing member jurisdictions (Woodland, Davis, and Yolo County), accepting Winters as a member of the JPA. In October the Council will be asked to adopt an ordinance and resolution required by State statute allowing for CCA service to be offered in the City.

In July 2019, Staff submitted the necessary forms for a request for load data from PG&E for VCE to analyze the financial impacts of Winters participation in the program. Based on the fiscal analysis performed by VCE with assistance by its contractor SMUD, the addition of the City Winters will

result in approximately 5% growth in the total annual amount of electricity load served by VCE and a nominal/positive increase in VCE's annual financial net margin.

As noted in the recent September 3, 2019 Council report, Staff is continuing to recommend that the City Council authorize the adoption of the resolution of intent based on the following:

- VCE has established itself as an exemplary professional and customer-oriented organization with the capability to serve the Winters community.
- The overall rate structure has stabilized with comparable rates to PG&E along with green energy choice.
- The prospects for a unified energy source for Yolo County will help advance many goals regarding overall pricing, climate, choice and programming which is tailored to the Winters customer base.
- Residents have choice. They can purchase power through the program, purchase green energy and for those who do not wish to participate in VCE can simply "opt out" and remain with PG&E.

**FISCAL IMPACT:**

The City of Winters membership fee of \$25,000 has been submitted to VCE to offset costs associated with activities related to Winters joining the JPA and beginning service. The membership fee is fully refundable once Winters electricity customers begin enrollment which is expected in early 2021. Note: the original three VCE member jurisdictions each contributed \$500,000 loans in 2017 to help offset start-up costs. VCE is currently in a financial position to pay off those loans years early.

**ATTACHMENTS:**

1. City of Winters Agenda Report- September 3 2019
2. VCE Membership Request Resolution



**CITY COUNCIL  
STAFF REPORT**

**DATE:** September 3, 2019  
**TO:** Mayor and City Council  
**FROM:** John W. Donlevy, Jr., City Manager  
**SUBJECT:** Valley Clean Energy

---

**RECOMMENDATION:**

That the City Council provide direction on City interest in joining the Valley Clean Energy Authority.

**BACKGROUND:**

In September, 2018 the Valley Clean Energy Board voted to offer membership to the Cities of Winters and West Sacramento. Staff was contacted by the VCE staff and is bringing this before the City Council. In October, 2018 the City Council received a presentation from the VCE representatives and the direction was that the City Staff continue to monitor VCE and bring the item back for consideration in 2019.

VCE is quickly becoming a regional leader in the Community Choice Aggregation (CCA) area and their overall program has stabilized. They are a solid leader throughout the County, offering competitive pricing and green energy choice.

In July, 2019, Staff submitted the necessary forms for a request for load data from PG&E for the VCE analysis of the financial impacts of Winters participation in the program. The load data will be reviewed at the City Council Meeting.

State law allows cities and counties to pool the electricity demand of their residents and businesses for the purpose of buying electricity on behalf of those customers. These programs are called Community Choice Aggregation programs.

VCEA, a joint powers authority formed in 2016, is a locally controlled, not for profit public agency covering the unincorporated areas of Yolo County and the Cities of Woodland and Davis. It provides residents and businesses in those communities with an option to have more of their electricity supplied from clean, renewable sources—such as solar and wind—at competitive rates.

When customers choose VCE, they help empower local control of electricity procurement decisions, reduce the carbon footprint associated with their electricity service, and help support growth of local renewables. Rather than paying profits to shareholders, VCE's net revenue (after buying power and administrative expenses), can be used to help stabilize electricity prices, provide larger incentives for more solar installations, support energy efficiency programs, develop more local renewable energy sources in and near Yolo County, and invest in innovative clean technologies and energy-related job training—all while keeping electricity rates competitive with investor-owned utilities.

**Discussion:**

Staff is recommending that the City Council authorize the adoption of a resolution of intent be brought before the Council at the October 1 meeting. This recommendation is based on the following:

- VCE has established itself as an exemplary professional and customer oriented organization with the capability to serve the Winters community.
- The overall rate structure has stabilized with comparable rates to PG&E along with green energy choice.
- The prospects for a unified energy source for Yolo County will help advance many goals in regards to overall pricing, climate, choice and programming which is tailored to the Winters customer base.
- Residents have choice. They can purchase power through the program, purchase green energy and for those who do not wish to participate in VCE can simply “opt out” and remain with PG&E.

Membership in VCE requires a rather expedited process at this point, since new members can only join one year in advance of membership. Thus membership for the City of Winters would commence in 2021 should the City decide to become a member.

VCE has provided a document outlining the overall Membership Process and a Preliminary Outreach Plan attached as Exhibit A. This includes:

- Table 1 on Page 2 includes Membership and Outreach Tasks
- Table 2 on Page 4 includes a draft outreach plan.

The proposed requirements and schedule for City membership would be as follows:

#### General Info/Requirements:

1. **VCE's current electric rate:** Equal to PG&E rates for all customer classes
2. **New member fee:** \$25,000 to cover cost of data, analysis and updated Implementation Plan; (this fee has been paid) would be reimbursed to the City of Winters once customers are enrolled in early 2020. All other program implementation costs will be absorbed by VCE.
3. **City of Winters required steps:** a) Adoption of the JPA Resolution/JPA Agreement, b) Adoption of the CCE ordinance, and c) appointment of 2 Board Representatives from your Council. As noted, we have staff reports, ordinance and JPA resolution for your use.
4. **VCE required steps:** a) 45-day public comment period before official approval of the City as a new member; b) update electric load analytics, and c) prepare, adopt and submit updated VCE Implementation Plan to the CA Public Utilities Commission by end of December.

#### Proposed Schedule:

1. September 3- VCE presentation to City Council
2. October 1- Consideration of resolution requesting membership in Valley Clean Energy.
3. October 15- Public Hearing and Consideration of and First Reading of an Ordinance Authorizing Implementation of Community Choice Aggregation and City Approval Joining VCE.
4. November 5- Second reading of Authorizing Ordinance
5. November 19 (Not sure what goes here)
6. December 17 – VCE Board officially approves the City of Winters as a new JPA member; Winters Board Reps are seated and new Board adopts the amended Implementation Plan
7. December 17 or 18 – Adopted Implementation Plan is sent to the CPUC for certification
8. 2019 – Community outreach, power contracting, customer noticing and enrollment in anticipation of early 2020 roll out for City of Winters customers.

#### Frequently Asked Questions:

What is Valley Clean Energy?

Valley Clean Energy (VCE) is bringing cleaner energy at competitive rates to residents and businesses in Woodland, Davis, and unincorporated Yolo County. As a locally based energy provider and PG&E alternative, VCE is accountable to the communities it serves, not to shareholders. VCE business – such as rate setting and approval of energy contracts – is

conducted at local, public meetings. Board members are elected officials from the City of Davis, City of Woodland and Yolo County.

How does it work?

Valley Clean Energy purchases power with higher renewable and lower greenhouse gas (GHG) content than is offered by PG&E. Other than receiving cleaner electricity at competitive prices, all other aspects of your electricity service remain the same. PG&E will continue to deliver the electricity from the grid to your home or business, maintain the power lines, read your meter, and send you a single, consolidated bill, as required by state law. If you want to stay with PG&E for your electricity, you can opt-out of Valley Clean Energy.

Does VCE fully replace PG&E?

No. VCE procures cleaner electricity for our customers, and PG&E delivers that electricity to your home or business. PG&E also continues to handle the billing, turn on and off power when you move, maintain the power lines, and resolve outages. Those who prefer to have PG&E continue to buy their electricity can choose that option.

Isn't renewable power more expensive than electricity from traditional sources?

Not anymore. During the past 30 years the costs of fossil fuels have been rising, although natural gas and oil prices have come down recently. During the same time, the cost of renewable sources has dropped dramatically. In fact, in California, renewable energy is often cheaper than fossil fuel because after initial construction costs, wind and sun are free. And new resources such as tidal energy are now being developed to deliver energy at competitive rates.

Where will VCE be buying the clean electricity?

The majority of our energy will be produced from clean energy sources such as hydro, solar and wind. The current power portfolio was approved by the VCE Board of Directors in early 2018. Our intent is to purchase as much electricity as possible from clean energy sources located in California at prices that remain competitive with PG&E.

Are other counties and cities considering this?

Cities and counties throughout California are already moving forward with similar programs. There are currently twelve operational CCEs in California, and that number is estimated to grow to 20 agencies by 2020, with a combined service area population of 18 million. According to a 2017 report from the Center for Climate Protection, CCEs will reduce at least 5 million metric tons GHG emissions cumulatively compared to the Investor-Owned Utilities (IOUs), and CCE

customers will save \$188 million more per year by the end of 2020 compared with what customers would have spent if they stayed with the incumbent utilities.

What type of local reinvestment has been done in other programs?

In the Bay Area, MCE Clean Energy has already invested over \$500 million in California-based and local renewable energy projects that have created over 2,400 construction and vendor jobs, with more coming soon. Sonoma Clean Power has found that developing local renewable energy projects within Sonoma County will result in lower rates by 2020, compared with buying electricity elsewhere.

Will PG&E lose jobs as result of VCE and other similar programs?

The vast majority of PG&E employees provide transmission and distribution system maintenance and upgrades for electricity lines, billing and customer service—all of which PG&E will continue to provide. There have not been any noticeable job losses in communities that have a second electricity provider. In fact new jobs have been created constructing and operating local energy generation facilities.

What is Community Choice Aggregation (CCA)?

In 2002, Assembly Bill 117 was enacted into law to establish Community Choice Aggregation opportunities in California. It allows a city or county (or groups of cities or counties) to become the default electric supplier in its jurisdiction(s). By doing so, it offers an opportunity for Californians to locally influence the sources of their electricity. Marin Clean Energy was California's first Community Choice Aggregation program, followed by Sonoma Clean Power and subsequently Lancaster Choice Energy.

Is there a downside to Community Choice?

The primary risks to VCE are customer opt-outs, energy price fluctuations and changing state regulations. A successful Community Choice program requires that a significant majority of residential and commercial customers obtain their electricity from the program. This is one reason why Community Choice programs strive to maintain competitive pricing, while lowering greenhouse gas emissions compared to what you can get from the local utility. Community Choice programs, like VCE, also emphasize customer service, public engagement and transparency.

California's energy markets have been stable for several years and prices for electricity from both renewable and conventional energy sources are relatively low. A diverse portfolio that includes a mix of long-term and short-term contracts and direct investments in power projects hedges risks.

A statewide association of CCA programs has been formed to represent the interests of CCA program providers and their customers on the regulatory side. It has been estimated that 50% of the electricity in California will be provided through Community Choice programs within the next decade. As more local programs are developed, they will have an even stronger presence in ongoing regulatory proceedings.

How would the program be regulated?

As discussed elsewhere, VCE is regulated by its Board of Directors. In addition, as required by state law, VCE submitted its Implementation Plan to the California Public Utilities Commission (CPUC). The plan discusses rate design, how we will buy electricity, and how we will carry out all the functions the CPUC requires. Before launch, VCE negotiated the purchase price of electricity on the open market and adheres to all CPUC rules and tariffs that apply to Community Choice Aggregation programs.

**FISCAL IMPACT:** Membership application benefits would be \$25,000 which is reimbursable through future rebates.

**RESOLUTION NO. 2019-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
REQUESTING MEMBERSHIP IN THE VALLEY CLEAN ENERGY ALLIANCE**

**WHEREAS**, Community Choice Energy ("CCE") — also called Community Choice Aggregation — enables local governments to procure and/or develop power on behalf of their public facilities, residents, and businesses with the aim of increasing local choice in energy supply while providing electricity with high renewable energy content at rates that are competitive with those of the incumbent investor-owned utility; and

**WHEREAS**, the City of Davis, the City of Woodland and Yolo County have developed a CCE program in accordance with the provisions of Public Utilities Code section 366.2 and established a joint powers agency ("JPA"), named Valley Clean Energy Alliance ("VCEA"), pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code to administer the CCE program; and

**WHEREAS**, any other city or county may request membership in the VCEA JPA and participation in the CCE program by submitting a resolution adopted by its City Council or Board of Supervisors to the VCEA Board, which shall review the request and vote to approve or disapprove the request, establish any conditions under which the city or county may become a member of VCEA, and notify the existing member agencies of the request and the date that the request will be on the VCEA Board's agenda for action to allow them the opportunity to provide input to the VCEA Board's decision; and

**WHEREAS**, the City Council recognizes the potential benefits of VCEA participation to the Winters community and that participation presents no risk for utility customers because under Public Utilities Code section 366.2, customers have the right to opt-out of the CCE program and continue to receive service from the incumbent utility if they choose to do so; and

**WHEREAS**, the City Council wishes to request membership in VCEA, with the understanding that if the VCEA Board approves of Winters' membership, the City Council will be required to complete additional actions in order to join, which include adopting an ordinance pursuant to

Public Utilities Code section 366.2, adopting a resolution to execute the Joint Exercise of Powers Agreement Relating to and Creating the Valley Clean Energy Alliance, and making financial commitments to cover Winters' share of initial costs of the CCE program launch as specified by the VCEA Board.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Winters hereby requests that the VCEA Board approve Winters' request to become a member of VCEA pursuant to Section 2.4 of the VCEA Joint Exercise of Powers Agreement.

PASSED AND ADOPTED by the City Council of the City of Winters on this 1st day of October 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Bill Biasi  
Mayor of the City of Winters

ATTEST:

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Tracy Jensen, City Clerk



CITY COUNCIL  
STAFF REPORT

DATE: October 1, 2019  
TO: Mayor and City Council  
FROM: John W. Donlevy, Jr., City Manager   
SUBJECT: Rotary Spooktacular 10k/5k/Fun Run- Special Event Application

---

**RECOMMENDATION:**

That the City Council approve a Special Event application from the Rotary Club of Winters for the 2019 Spooktacular 10k/5k/Fun Run on October 27, 2019.

**Discussion:**

The Rotary Club of Winters is submitting a Special Event Application to conduct a 10K/5K/Fun Run on October 27, 2019. The event is a scholarship run to support the Rotary College Promise Program which guarantees 2 years community college education for Winters High School Students. The total number of runners is estimated between 300-400.

The event will include the following:

- Use of Rotary Park between 6:00 am and 12:00 pm for the Start/Finish
- Temporary and partial closures of Railroad Ave, Niemann Street, Moody Slough and Main Street
- Closure of East Main between Railroad Ave and Elliot Street as a festival area.
- Children's 2k Fun Run along the pedestrian path on Putah Creek
- Amplified sound between 7:30 and 12:00

The course and site maps are included at Attachments to this staff report.

**Rotary 10k/5k/Fun Run Event Application**

**Agenda Report- October 1, 2019**

**Page 2**

Road Closures will be accomplished through barricades, cones and volunteers at each intersection. The closures will be as follows:

- Railroad Ave- 20 minute temporary closure on the west side of the street for the start of the race. Traffic control at Grant Ave will be done through Winters PD for the short period.
- Railroad Ave north of Grant Ave will be coned on the West side of the street for a period of 30 minutes.
- Niemann Street will have a running lane established on the north lane until 9:15 am.
- Moody Slough will be a single lane/two way until 10:30.
- Main Street from Moody Slough to Grant Ave. will be open to traffic with a single running lane with interim closures during peak periods.
- Main Street from Grant Ave into Downtown will have no parking along the west and south sides of the streets until 10:30.

Traffic control services will be provided by Rotary and conducted through the use of a robust volunteer effort! Signage for the parking restrictions will commence three days prior to the run and all residences along the route will be notified with door hangers.

The overall event is viewed as an opportunity to bring a positive event into the

**FISCAL IMPACT:** The City will receive the appropriate rental and application fees, which are approximately \$350.00.



## Special Event Application

### DESCRIPTION

Event Title: 2019 Rotary - Winters Spooktacular 10K/5K/Fun Run

Description: Scholarship 10K/5K/Fun Run in Downtown Winters. Race will start/finish at Rotary Park with a route including Railroad Ave, Niemann St, Moody Slough and Main Street. Childrens Fun Run along the Pedestrian Path along Putah Creek

Will you charge admission? If so, what amount? :

Yes, variable sign-up fee

Anticipated Attendance: 300-400 runners

### DATE/TIME

Setup Date: 10-27 Time: 5:00 Day of Week: Sun

Event Starts: Date: 10-27 Time: 8:00 Day of Week: Sun

Event Ends: Date: 10-27 Time: 12:00 Day of Week: Sun

Dismantle: Date: 10-27 Time: 12:00 Day of Week: Sun

### LOCATION

Location Description:

Rotary Park with a route along Railroad Ave, Niemann St, Moody Slough to Main Street  
Start/finish - Attachment 1  
Route - Attachment 2-5

### CONTACTS

Host Organization: Rotary Club of Winters

Host Organization Primary Contact & Phone: John W. Donley, Jr. 530-794-6710

**SITE PLAN**

Please submit a detailed site plan identifying Street Names, parking spaces to be closed, location of barriers/barricades, location of all vendor booths/shade canopies, beer gardens or wine tasting areas, and locations of generators and food preparation equipment.

**ENTERTAINMENT AND RELATED ACTIVITIES**

Performer/Band Name & Type of Music:

DJ and Announcer

Will amplified sound be used? Yes

Provide rated output of amplifier in watts: \_\_\_\_\_

Number of speakers: 3

**ALCOHOL**

Does your event involve the use of alcohol? NO

Circle One:      Free/Host Alcohol      Alcohol Sales      Host & Sale Alcohol      Beer  
                         Beer & Wine                      Beer, Wine & Spirits

Please describe your plan to ensure the safe sale or distribution of alcohol at your event.

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

**FOOD & GOODS VENDORS**

Does your event include food concession and/or preparation areas?

NO

How do you intend to cook food in the event area?

NA

Will items or services be sold at your event? NO

If yes please attach a complete list of vendors and include a description of the types of goods/food/services that the vendor provides.

**COMMUNITY OUTREACH**

Please attach a copy of your community outreach notice and signature sheet that you provided to the businesses/residents in your event vicinity.

**INSURANCE**

Please attach Commercial General Liability Insurance and a separate additional Insured Endorsement for the Host Organization and all vendors. If your event features alcohol, Liquor Liability Insurance is also required.

**CERTIFICATION**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Winters.

Name of Host Organization: Rotary Club of Winters  
Title: Service Events Coordinator - John W. Donlevy, Jr.  
Signature: *[Handwritten Signature]*  
Date: 9-24-2019

**INDEMNIFICATION**

The undersigned agrees by their signature that they are an authorized agent/representative for the requesting agency, and further agrees the rules and regulations will be complied with in full. I further agree that I am responsible to the City of Winters for the use and care of City property. I further agree that the nature of the activity will conform to that stated in this application. I agree to indemnify and hold harmless the City of Winters, its officers, agents, and employees against any and all loss, damage and/or liability that may be suffered or incurred by the City of Winters, its officers, agents, and employees.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FEES**

Encroachment of Public Right-of-Way	\$54.00 per Event
Business License Fees (per vendor)	\$86.00 annual or \$10.00 one-day

# Winters Inaugural **SPOOKTACULAR** Run/Walk

## 1 Mile Monster Dash / 5K / 10K

WICKEDLY  
FUN RUN!

2019



### INDIVIDUAL & TEAM COSTUME CONTEST



+



INCLUDES  
OFFICIAL T-SHIRT  
& GOODY BAGS

Sunday Oct. 27th 2019 Rotary Park, Main St. Winters  
**REGISTRATION ONLINE @ RUNSIGNUP.COM**  
<https://runsignup.com/Race/CA/Winters/WintersSpooktacularFunRun>

#### THANK YOU SPONSORS!

YOLO FEDERAL CREDIT UNION  
HOMES BY TOWNE  
WINTERS HEALTHCARE FOUNDATION  
NUUN  
SERENDIPITY HAIR SALON & SPA, INC.  
ARCO AM/PM WINTERS  
COSTCO  
STEADY EDDY'S  
WINTERS PRINTING COMPANY

EAGLE DRUG  
MONTICELLO HARDWOOD FLOORING  
TCR TIMING SOLUTIONS  
HOOPY'S  
MARIANI PACKING COMPANY  
PIER 39  
FLEET FEET SPORTS-VACAVILLE  
FIRST NORTHERN BANK  
JELLY BELLY

Date of Application: 9-24-2019

To City Council: 10-1-2019

Name of Person(s)/  
Organization: Rotary Club of Winters

Contact: John Donley

Business Address: P.O. Box 628  
Winters CA 95694

Telephone: 530-794-6710

Telephone: 530-794-6710

Type of Event: 10k/5k/Fun Run

2019-Spooktacular Fun Run

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

Scholarship Fundraiser

Date/Time of Event: October 27, 2019

From: 7:30 am To: 12:00 pm

Location/Address of  
Event: Rotary Park

Rated Output of Amplifier in Watts: Low

Number of Speakers: \_\_\_\_\_

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

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

For City Use Only

Proof of Insurance:  N/A (Not City Property)  Yes  No

Rental Fee Paid:  N/A (Not City Property)  Yes  No

Police Department:  Approved  Denied Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

City Council:  Approved  Denied Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



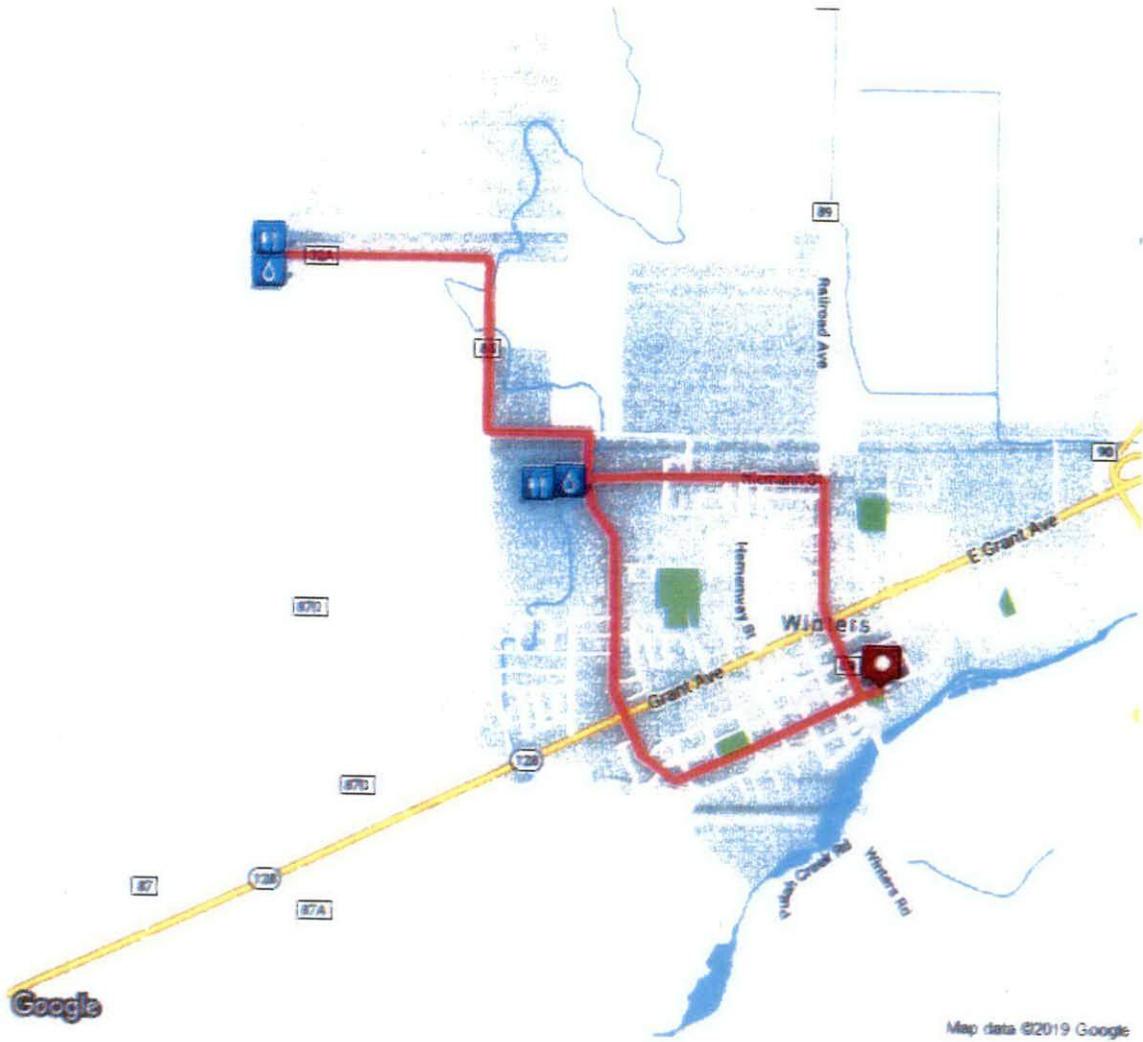
**2019 Winters Spooktacular 10K Route Proposed w/ws+ pp**

Distance: 6.20 mi

Elevation Gain: 108 ft

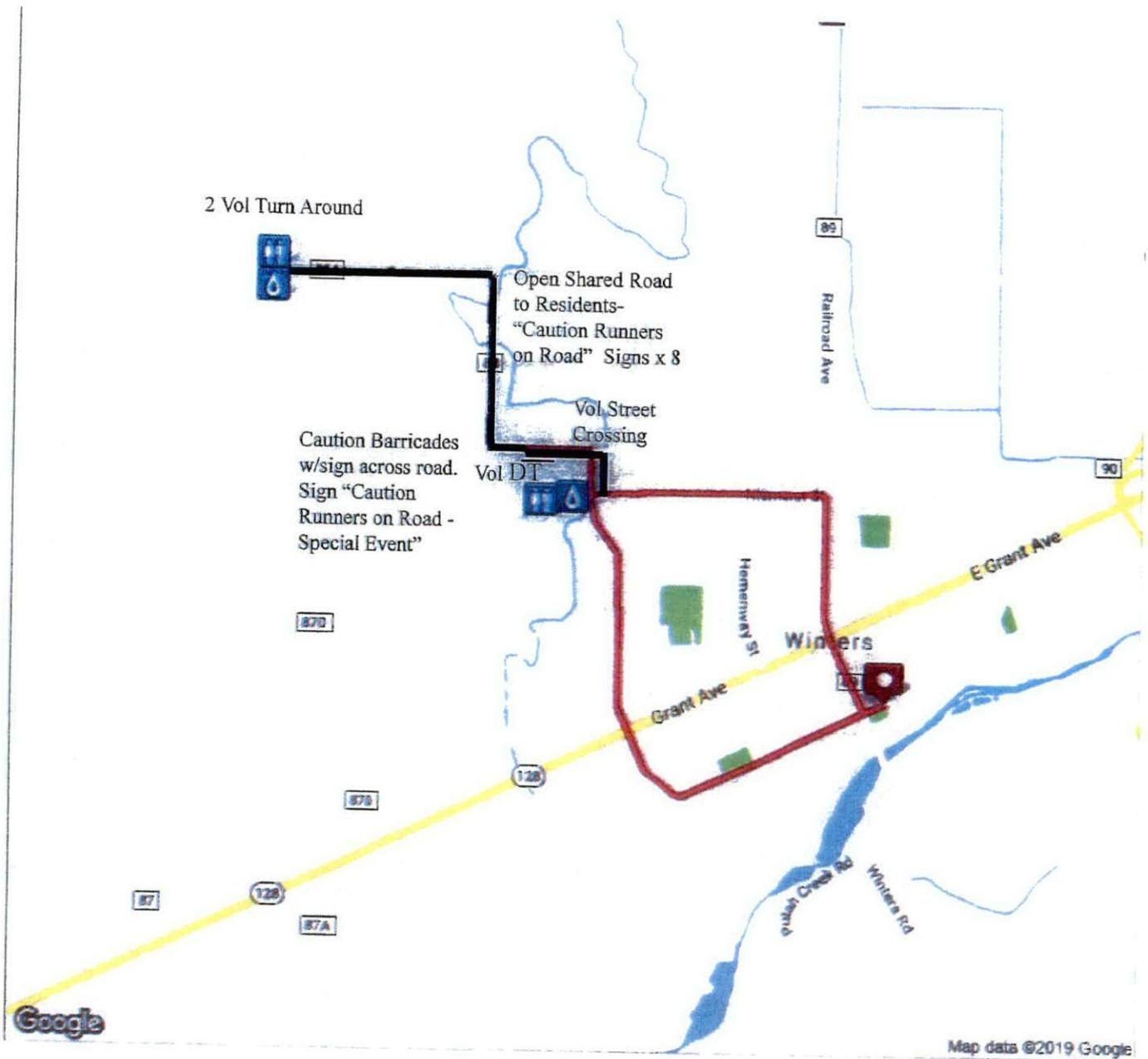
Elevation Max: 199 ft

**Notes**



## 10K STREET DETOURS / VOLUNTEERS

- Moody Slough/Main Street Crossing 10K out and Back one Volunteer. 7:45 - 10:00 or until last runner sweep passes.
- Moody Slough/New Street Detour in effect 7:45-10:00 or until final 10K sweep passes..
- Road 32A- 10K Turn Around Around/Aid Station #2, 2 volunteers 7:45-10:00 or until last runner sweep passes.



### Street Closures

- Round About Main to Moody Slough Partial Bikepath sidewalk Closure. 7:45-10:15
- Street Crossing Main/Moody Slough. 7:45-10:15
- Main/Moody Slough to New Road Partial Closure Bikepath and Side Walk. 7:45-10:15
- Shared roads Moody Slough to Road 88. 7:45-10:15
- Shared Roads 88 to turn around on 32A. 7:45-10:15
- Main east bound from Grant to Railroad Partial Closure. "No Parting posted this side of road" Detours in effect 8:00-10:00

## 5K/10K STREET DETOURS / VOLUNTEERS

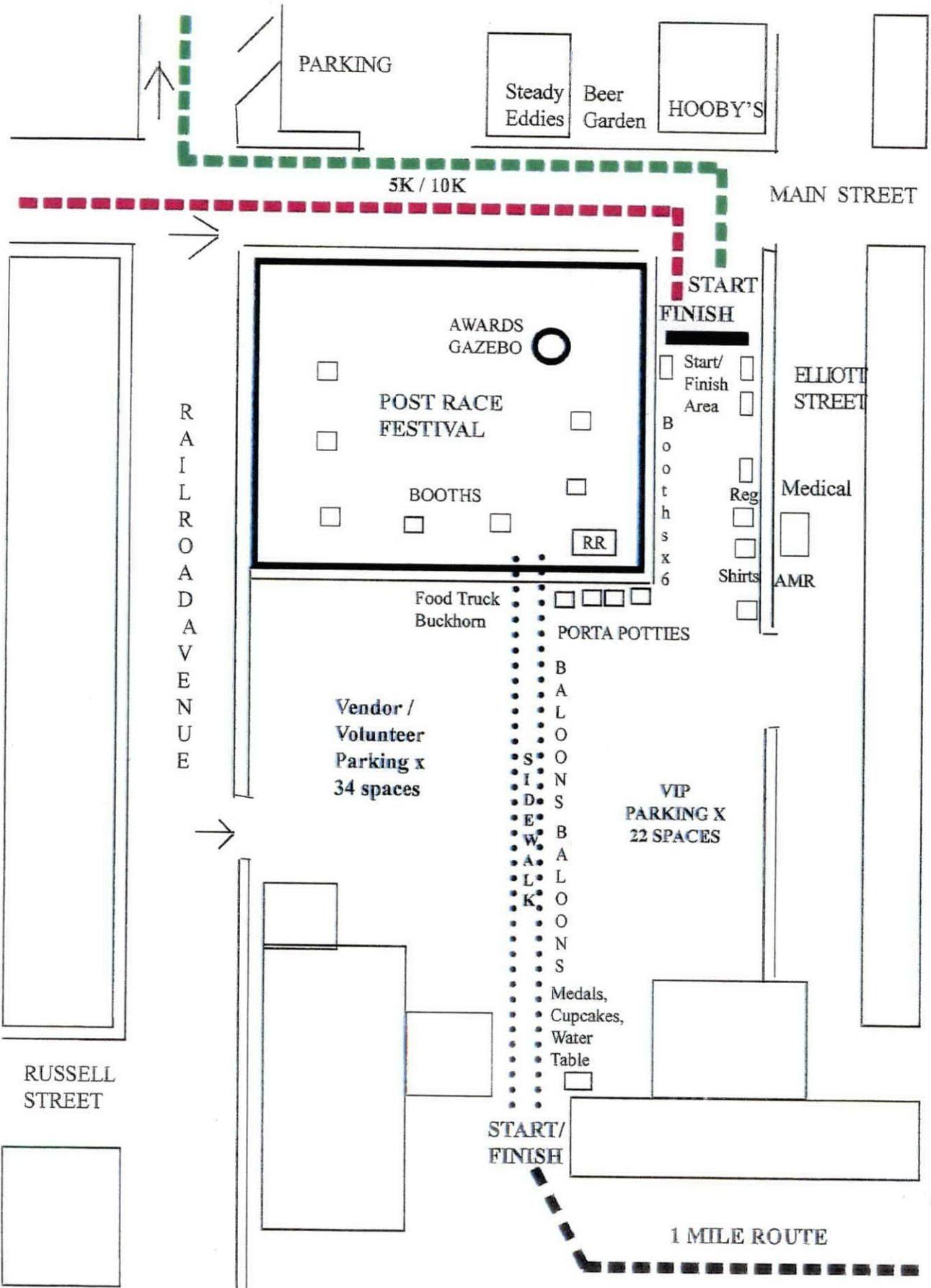
- Police #1 Monitor intersection control traffic Main / Railroad 7:45-10:00
- Police #2 Monitor intersection and control traffic Railroad and Grant 7:50- until final 5K and 10K sweep Bicycles pass. Roughly 8:25
- Police #3 Monitor Intersection and control traffic Main and Grant 8:00 - until final 5K and 10K sweep Bicycles pass. Roughly 9:30



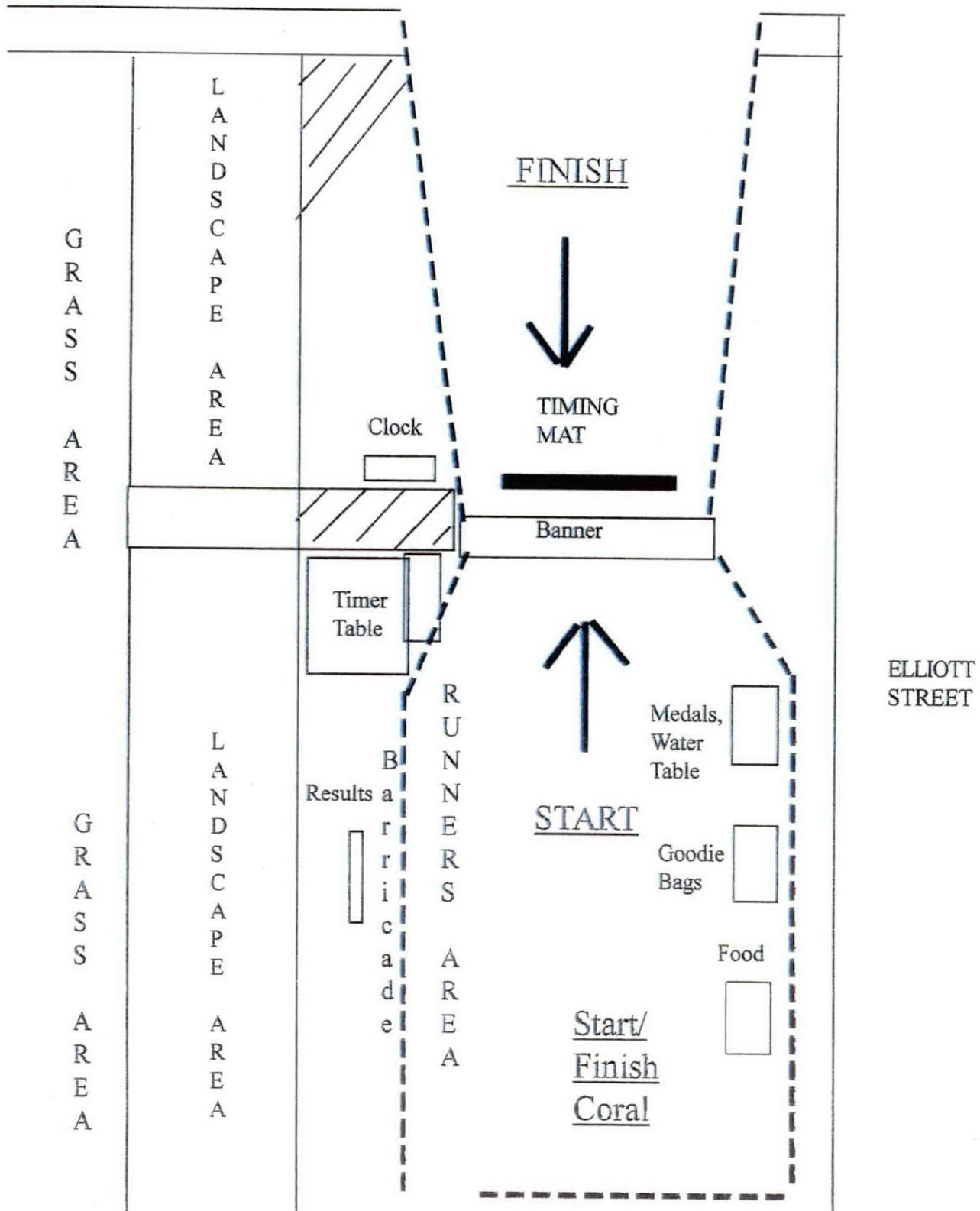
### Street Closures (22 Detours here + 1 10k route= 23 Total Detour Signs for race)

- Railroad South Bound Lane, Between Main and Grant Avenue for 20 Minutes 8:00-8:20 Detours in effect 7:45-8:20
- Railroad to Nieman Partial Closure "No Parking post South Bound Side" Detours in effect from 7:45- 8:30
- Nieman West Bound Partial Closure from Railroad to new Turn Around."No Parking Posted this side of road." Detours in effect 7:45-8:40
- Nieman north bound side Partial Closure from turn around to Grant Light. "No Parking Posted this side of road" Detours in effect 7:45-10:00
- Main east bound from Grant to Railroad Partial Closure. "No Parting posted this side of road" Detours in effect 7:45-10:00





MAIN STREET CLOSED



GRASS AREA

LANDSCAPE AREA

FINISH



TIMING MAT

Clock

Banner

Timer Table



START

Medals, Water Table

Goodie Bags

Food

ELLIOTT STREET

GRASS AREA

LANDSCAPE AREA

RUNNERS AREA

Results Arricade

Start/Finish Coral