



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, December 17, 2019
6:30 p.m.
AGENDA

Members of the City Council

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

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, December 3, 2019 (pp. 4-11)
- B. Resolution 2019-49, A Resolution of the City Council of the City of Winters Amending the Pension and OPEB Policy Adopted by Resolution 2019-22 (pp. 12-16)
- C. Funding Authorization and Amendment to Consultant Agreement with Wood Rodgers for Flood Hazard Evaluation in Northeast Area of City's General Plan Boundary (pp. 17-21)
- D. Claim Against the City of Winters – Ryan Foster (pp. 22-31)

PRESENTATIONS

Presentation by Eric Lucero, Public Works Superintendent, Third Street Storm Drain Project (pp. 32)

DISCUSSION ITEMS

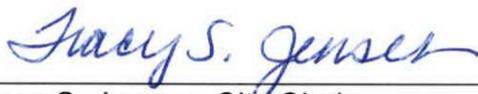
- 1. Public Hearing of CDBG Grant Funds and Potential Re-Application for Proposed Senior Center and Potential Services (pp. 33-34)
- 2. Proposed Tentative Map for the LDS Subdivision and Planned Development (PD) Overlay Zone;
 - a. Adoption of Resolution 2019-48, a Resolution of the City Council of the City of Winters Approving an 18-lot Tentative Map for the Property Commonly Known as the LDS Subdivision (pp. 59-70)
 - b. Introduction and Waive the First Reading of Ordinance 2019-05, an Ordinance of the City Council of the City of Winters Adding a PD Overlay Zone to the Existing Single-Family Residential (R-1) Zoning (pp. 71-82)
- 3. RFP for Water and Sewer Rate Study (pp. 83-103)
- 4. EcoGreen Solutions for Energy Efficiency Program Implementation (pp. 104-120)
- 5. Establishing Climate Action Plan Development Board (pp. 121-124)
- 6. Animal Services Agreement (pp. 125-144)

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the December 17, 2019 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on December 12, 2019, and made available to the public during normal business hours.



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.

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

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

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu,
Mayor Pro Tem Wade Cowan, Mayor Bill Biasi
Absent: None
Staff: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh, Fire
Chief Brad Lopez, Contract Planner Dave Dowswell, Contract
Engineer Alan Mitchell, Fire Captain Art Mendoza, Environmental
Services Manager Carol Scianna, Civic Spark Fellow Christopher
Flores, City Clerk Tracy Jensen

Fire Captain Art Mendoza led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Neu, second by Council
Member Loren to approve the agenda with no changes. Motion carried with the
following vote:

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

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

PUBLIC COMMENTS: Debra Palmer, Graf Way, said the Winters Senior
Commission on Aging held their first meeting on 11/13/19, will continue to meet
on a monthly basis, and will post future meeting dates and on the City's website.
The next meeting will take place on December 11th in the downstairs conference
room where the Commission will firm up meeting dates and subsequent agenda
items based on roles and responsibilities.

Tina Lowden, 400 Niemann, who represents Winters on the CBOC (Citizen Bond Oversight Committee) for the Solano Community College District, reported that Rod Diamond, VP of Finance and Administration, refinanced the District's General Obligation Bonds and received an upgrade in their credit rating, saving taxpayers almost \$21 million dollars. Winters residents should see a tax decrease soon.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, November 19, 2019
- B. Street Closure Request and Parade Permit Application for the Annual Tractor Parade to be Held on December 7, 2019
- C. Resolution 2019-44, a Resolution of the City Council of the City of Winters Accepting a Grant Deed for a Public Utility Easement Related to the Newt's Alley Utility Underground Project
- D. Fourth Amendment to Maintenance Agreement with Solano County Water Agency (SCWA)

City Manager Donlevy gave an overview. Council Members Anderson, Neu, Mayor Pro Tem Cowan and Mayor Biasi all stated they had a conflict on Item B due to the proximity of their property to this event. Walnuts were drawn to determine who would remain on the dais to complete a quorum and vote on Item B. Through this process, it was determined that Mayor Biasi and Council Member Anderson would vote on this item and Council Member Neu and Mayor Pro Tem Cowan would not vote on this item. Council Member Anderson said he also had a conflict on Items C & D due to the proximity of his property to these items.

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

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

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

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

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

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

DISCUSSION ITEMS

1. Public Hearing for Consideration of the Proposed Tentative Map for the LDS Subdivision and Planned Development (PD) Overlay Zone
 - a. Adoption of Resolution 2019-48, a Resolution of the City Council of the City of Winters Approved an 18-lot Tentative Map for the Property Commonly Known as the LDS Subdivision
 - b. Introduction and Waive the First Reading of Ordinance 2019-05, an Ordinance of the City Council of the City of Winters Adding a PD Overlay Zone to the Existing Single-Family Residential (R-1) Zoning

Contract Planner Dave Dowswell gave an overview and provided a brief power point presentation. Mayor Biasi opened the public hearing at 6:50 p.m.

Rodney Orosco, 1017 Taft Ct., asked whether the PD overlay had been approved by the Fire Department. Fire Chief Lopez said he was concerned with the City standard regarding the "knuckle" and fire access and was also concerned about accessibility with the proposed street widths.

Kate Laddish, 400 Morgan, encouraged Council to support two points of entry and exit for emergencies and residents. She said she was also concerned about the lack of sidewalks in one area, creating possible ADA issues, and the lack of planting strips, eliminating the possibility of street trees. If these houses are to be considered affordable by being less nice, will they be considered part of the affordable housing stock.

Peter Meyer, 21 E. Abbey, said this subdivision is near the basin that overflowed last year and asked if that was being considered. Brian Bonino, Civil Engineer with Laugenour and Meikle, said the Rancho Arroyo Detention Project is included in the design of this project. The detention pond has been completed and the power and pumps are fully operational, so no flooding should occur. Mr. Bonino added that the City standard for street width is 35 feet. This project is following City standards at 35.5 feet. On the knuckle, the increased inside radius goes from 40 feet to 45 feet and said there is plenty of room on the knuckle.

Council Member Loren asked if mow strips were being included, asked whether wheelchairs and those with limited mobility will be able to use the sidewalks, and was concerned about limited visibility. Mr. Bonino said mow strips are being included and the project will include low profile curb and gutter, eliminating dips in the sidewalks for driveways.

Mayor Pro Tem Cowan confirmed there was no sidewalk included on the East side of the street when entering this project. Mayor Biasi confirmed there will be a fire hydrant on Lot 15 and said cars should not be depicted in front of the hydrant in the diagram.

Applicant Kal Takkar, Crown Development, asked Council to rely on the City for turn radius details for fire trucks. This project offers a wide, shallow design that includes wide lots that will eliminate congestion.

Kate Laddish asked the developer to consider calculating the storm water run off when building patio covers.

Mayor Biasi closed the public hearing at 7:08 p.m.

Council Member Neu asked if the low-cost housing will match the state requirement. Mr. Dowswell said three of the eighteen homes are smaller in size, will sell for less and become more affordable, meeting the City's requirement. Patio covers were also discussed. While on the Design Review Committee, Mayor Pro Tem Cowan said this unique piece of property, an infill project with special circumstances, was appealing to the DRC in their desire to offer single story homes and having the price point less than the current prices. The only concern is if the LDS Church doesn't grant an easement for emergency vehicle access.

City Attorney Ethan Walsh said the applicant has provided a copy of the amended Purchase and Sale Agreement, which is included as one of the Conditions of Approval. The LDS Church would need to provide the easement, which is needed to finalize the map.

Council Member Loren said she had issues with street widths, parking and safety and Fire Chief Lopez said parallel parking will dictate the amount of accessibility. If the current 35.5 feet drops below 19 feet, it will be in violation of the fire code. Council Member Anderson said he had issues with the parking design and wheelchair accessibility. Regarding the street names shown on the diagrams, Mr. Dowswell confirmed the applicant used temporary street names for the purpose of completing the diagrams. Mayor Biasi said he didn't like reducing the setbacks on Lots 1-7, preferring 10 foot setbacks with no deed restrictions. He noted that nothing was agreed to during design review at the Planning Commission level, we don't know how the houses will look, and there remains a problem with access.

Applicant Kam Takkar said the Planning Commission, Design Review Committee and Council all requested that the developer build smaller homes, so they have provided an opportunity for people to buy a new house at a lower price. Regarding setbacks, there was never mention of a rear yard setback and the desired 10-foot setback has never been provided in any other jurisdiction. The design process with the Planning Commission was tabled to make adjustments and the developers have agreed to all of the Planning Commission proposals. The developers met with the architect and Mr. Dowswell and have given the City everything from a design perspective. Council Member Neu, who sits on the SACOG Land Use & Natural Resource Committee, said they have been talking about smaller houses, more affordable houses, and different ways to look at housing. All types are necessary. Homelessness is a big problem. He said this development is a start in the right direction and alternatives can be discussed further. Council Member Loren said there is value in small, more affordable homes. They offer price points, value, and safety. She suggested waiting until the December 17th City Council meeting in order to work on details with Mr. Dowswell. Mayor Pro Tem Cowan said issues with parking spots and fire engine turn radius can be dealt with at staff level.

Motion by Mayor Pro Tem Cowan, second by Council Member Neu to adopt Resolution 2019-48 approving the 18-lot tentative map for the property commonly known as the LDS Subdivision, and introduce and waive the first reading of Ordinance 2019-05 adding a Planned Development Overlay Zoning to the existing Single-Family Residential (R-1) Zoning permitting certain modifications to the R-1 Zoning Standards. Motion was not approved by the following vote:

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

City Attorney Walsh said this item will be continued to the December 17th City Council meeting, as certain findings must be met before the project is denied.

A counter motion was made by Council Member Loren and seconded by Council Member Neu, to continue this item to the December 17th City Council Meeting. Motion carried with the following vote:

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

2. Consideration of Third Amendment to Franchise Agreement with USA Waste of California (Waste Management) To Allow for Annual Rate Increases Based on Landfill Tip Fee Increases and Changes to Bulky Item Drop Off Program

Environmental Services Manager Carol Scianna gave a brief overview, confirming the 10-year agreement with Waste Management that was approved in 2017 allows for an annual increase of service rates. A change in the annual bulky pickup at the Corp Yard is also being proposed. Staff is asking Council to approve the third amendment to the agreement for the Consumer Price Index (CPI) increase. Also being considered is a voucher pilot program in lieu of the bulky event at the Corp Yard, which is good for one trip to the landfill for all items, flexible any day of the year. The average increase for most households will be approximately \$1.50, which includes a Tip Fee, the fee charged to Waste Management by Yolo County Landfill for delivering the City's waste to their facility. Letters notifying residents of a public hearing at the February 4th City Council meeting will be mailed to residents in mid-December. By establishing this rate increase as a regular adjustment under the Franchise Agreement and not an "extraordinary circumstance", the City can hold a single public hearing this year that would be good for five years before a new notice and hearing is required under Proposition 218.

Council Member Anderson said a voucher may exclude a large number of people who don't have the proper transportation to deliver items to the landfill. A Waste Management representative said residents will still have curbside pickup once a year for bulky items only, which would be an added service. The voucher would include bulky items, electronics including TV's and household hazardous waste (HHW) that can be used when it is convenient for the resident. City Manager Donlevy said the list of acceptable bulky items at the Corp Yard has been shrinking (no tires, no HHW), and the landfill is full service. Yolo County and Woodland residents are already utilizing the voucher program.

City Attorney Walsh clarified that the Tip Fee applies to the extent that the Tip Fee exceeds the CTI, and not one fee on top of the other.

Motion by Council Member Loren to approve staff recommendation, approving the third amendment to the Franchise Agreement with Waste Management to allow for annual increases to service rates based on increased fees at the Yolo County Landfill and to enact a change to the bulky pick up event program on a one-year trial basis. Motion carried with the following vote:

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

3. Fire Engineer FTE (Full Time Employee) Position

Fire Chief Lopez gave an overview and said the Department relies heavily on their volunteer staff on a daily basis. But with the decline of volunteers, the work load falls to the four career staff members. Inspections and code enforcement with the new developments has also kept staff busy. This new position would provide additional support and be a dedicated driver-operator to a Captain while on shift. The last time a full-time position was added was in 1988 under the Winters Fire Protection District.

Mayor Biasi asked if an increase to the budget will be required and Chief Lopez said yes, reductions to the current operating budget have been made, a budget adjustment will be made through the two-year budget cycle, and Reserve stipends are being used to help offset the cost.

Motion by Mayor Pro Tem Cowan, second by Council Member Neu to approve the addition of one Full Time Employee for the Fire Engineer position for the Winters Fire Department. Motion carried with the following vote:

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

4. Planning Projects List

City Manager Donlevy gave an overview of the Planning Projects list and said he had attended the State's HCD workshop in Sacramento regarding housing developments. As a result, the City needs to move up its housing element project to January 2020. The City should receive AB101 funding from the State for its Climate Action Plan, which will come back to Council on 12/17/19.

General Plan amendments, including zoning, may be included in the Environmental Impact Report, although some technical analysis will be needed. Mayor Pro Tem Cowan asked if there was enough funding to go around (yes) and Mayor Biasi thanked the City Manager for meeting the funding application deadline. Council Member Neu said this is the most money the State has ever put forward for planning and City Manager Donlevy said they want results and will not let anyone not meet their housing numbers. Cities can be turned over to the Attorney General if they aren't meeting their housing numbers. He added that the City will hold a workshop for quality community outreach to look at options and get input from the community about what things will work.

Kate Laddish thanked the City Manager for submitting the SB2 grant application, asked about the process of the General Plan Adequacy Review, said she was in

favor of holding more than one community workshop, asked whether pre-approved design plans would allow for City-led adaptive management, and inquired about the establishment of a Climate Committee to review the draft Climate Action Plan Strategy.

INFORMATION ONLY

1. September 2019 Treasurer Report
2. September 2019 Investment Report
3. October 2019 Treasurer Report
4. October 2019 Investment Report

CITY MANAGER REPORT: Running the California International Marathon (CIM) on Sunday. Last year's race was dedicated to folks who were battling breast cancer. This year's race is dedicated to the 10 area law enforcement officers who have lost their lives in the line of duty over the last year. Looking forward to the tractor parade on Saturday, rain or shine.

ADJOURNMENT: Mayor Biasi adjourned the meeting at 8:33 p.m.

Bill Biasi, MAYOR

ATTEST:

Tracy S. Jensen, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: December 17, 2019
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Pension and Other Post Employment (OPEB) Benefits Policy

RECOMMENDATION:

City Council approve Resolution 2019- 49 A Resolution of the City Council of the City of Winters Amending the Pension and OPEB Policy Adopted by Resolution 2019-22.

BACKGROUND:

On June 18, 2019 the City Council adopted Resolution 2019-22, adopting a Pension and Other Post-Employment Benefits (OPEB) Policy.

Staff has done additional research; and believes that section 4 of the OPEB policy is unnecessarily restrictive as adopted. The adopted policies states that the City will inter into a Section 115 Trust with CalPERS for prefunding OPEB liabilities. There are organizations/companies that provide the Section 115 Trust with a different rate structure and earnings history than the CalPERS 115 Trust. Staff would like to adjust section 4 of the OPEB Policy as follows:

The City of Winters shall enter into an agreement with an appropriately selected provide of a Section 115 Trust (A trust set up by local governments to fund essential governmental functions such as retiree healthcare and/or pensions) for pre funding OPEB Liabilities.

Staff feels that this provides flexibility to be sure that we can get the best possible return on our investment with the least amount of cost.

Without the amendment, Staff has no choice but to direct all funds to CalPERS as the policy currently directs.

ATTACHMENTS:

Amended City of Winters Policy on Pension and OPEB (Other Post-Employment Benefits) Liabilities.



POLICY ON PENSION AND OPEB (Other Post Employment Benefit) LIABILITIES Amended 12-17-19

Purpose:

The purpose of this policy is to ensure an adequate and appropriate approach to the monitoring and payment of the Pension (CalPERS) unfunded liabilities and OPEB (Other Post Employment Benefits) unfunded liabilities of the City of Winters. These procedures and guidelines are designed to provide an approach to the payment of pension liabilities and OPEB unfunded liabilities to maintain the City of Winters CalPERS retirement and health care plans for current and former employees.

Policy:

It is the policy of the City of Winters that the payment of pension and OPEB unfunded liabilities is a priority for the City of Winters and that a proactive approach to funding these liabilities is a prudent financial practice.

Policy related the payment of CalPERS Pension liabilities are as follows:

1. The City of Winters shall remit to CalPERS the required amounts per the Annual Valuation Report issued by CalPERS each year and each pay period as required by CalPERS.
2. Beginning Fiscal Year 2019-2020, the City of Winters will pay the "Employer payment of unfunded liability" each year in one lump sum payment in July of each year in order to maximize the savings in interest charged by CalPERS, thereby, minimizing the required payment each year.

3. Beginning in Fiscal Year 2019-2020 the City of Winters will include in the annual budget and remit to CalPERS, yearly, an additional amount for the Tier 2 Police Safety Plan, the Fire Safety Plan, the Miscellaneous PEPRA Plan, the Police Safety PEPRA Plan and the Fire Safety PEPRA plan, to pay the entire amount of the unfunded Accrued Liability (UAL) as shown on the most recently dated Annual Valuation Report (the amount on the report dated typically 2 years prior to the beginning of the fiscal year (example July 30, 2017 for Fiscal Year 2019-2020)
4. In Fiscal Year 2020-2021 The City of Winters will include in the annual budget, and remit to CalPERS, \$100,000 for an additional discretionary payment for the Miscellaneous Classic (\$50,000) and Police Safety Classic (\$50,000) Plans .
5. In Fiscal Year 2021-2022 The City of Winters will include in the annual budget, and remit to CalPERS, \$150,000 for an additional discretionary for the Miscellaneous Classic (\$75,000) and the Police Safety Classic (\$75,000) Plans.
6. In Fiscal Year 2022-2023 and succeeding years thereafter, until the unfunded actuarial valuation each year is less than \$100,000 per Classic plan, The City of Winters will include in the annual budget, and remit to CalPERS, \$200,000 for an additional discretionary payment the Miscellaneous Classic (\$100,000) and Police Safety Classic (\$100,000) Plans.
7. Once the unfunded actuarial valuation has fallen below \$100,000 per Classic plan, the City of Winters will include in the annual budget and remit to CalPERS, yearly, an additional amount for the Miscellaneous Classic and the Police Safety Classic Plan, to pay the entire amount of the unfunded accrued liability (UAL) as shown on the most recently dated Annual Valuation Report. (see item #4 above)
8. In addition to the above stated policies, it shall be the policy of the City of Winters to review the extent of revenues in excess of expenditures for the General Fund each year and remit 25% of the revenues in excess of expenditures to additional discretionary payments to CalPERS for application to the unfunded liabilities for Miscellaneous Classic Plan and the Police Safety Plan until such time as the unfunded liability has reached -0-.
9. In addition to the above stated policies, it shall be the policy of the City of Winters to review the extent of net revenues in excess of required bond covenants for the Water fund each year and remit 25% of the net revenues in excess of bond covenants to additional discretionary payments to CalPERS for application to the unfunded liabilities for Miscellaneous Classic Plan until such time as the unfunded liability has reached -0-.

Policy related to the payment of OPEB unfunded liabilities are as follows:

1. Other post-employment benefits (OPEB) for the City of Winters refers “only” to the employer share of retired employee health insurance premiums.

2. The rates for the employer share of retired employee health insurance premiums are set by CalPERS only.
3. The City of Winters shall remit to CalPERS on a monthly basis as billed, the full amount due for all health insurance premiums, including the premiums for the employer share of retired employee health insurance benefits.
4. The City of Winters shall enter into an agreement with an appropriately selected provider of Section 115 Trust (A trust set up by local governments to fund essential governmental functions such as retiree healthcare, or pensions) for pre funding OPEB liabilities.
5. Beginning 2020-2021 the City will include in the annual City Budget, and remit to the CERBT, the amount equal of \$66,000. This contribution amount will remain in effect until such time that the total Funds in the CERBT equal the amount of the OPEB liability.
6. Once the CERBT amount is less than the OPEB liability by less than \$66,000, then the annual contribution to be remitted to the CERBT will be equal to the difference between the OPEB Liability and the CERBT.
7. In addition to the above stated policies, it shall be the policy of the City of Winters to review the extent of revenues in excess of expenditures for the General Fund each year and remit 25% of the revenues in excess of expenditures to additional discretionary payments to CERBT for application to the OPEB liabilities for until such time as the unfunded liability has reached -0-.
8. In addition to the above stated policies, it shall be the policy of the City of Winters to review the extent of net revenues in excess of required bond covenants for the Water and Sewer fund each year and remit 25% of the net revenues in excess of bond covenants to additional discretionary payments to CERBT for application to the unfunded OPEB liabilities until such time as the unfunded liability has reached -0-.

RESOLUTION 2019-49

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING THE PENSION AND OTHER POST- EMPLOYMENT
BENEFITS (OPEB) POLICY ADOPTED BY RESOLUTUION 2019-22**

WHEREAS, The City of Winters is a member of the CalPERS Retirement System for the employees of the City of Winters; and

WHEREAS, The City of Winters is a participant in the CalPERS Health Insurance Program for the employees of the City of Winters; and

WHEREAS, CalPERS has made a number of changes to the actuarial assumptions that impact both the City of Winters and the Employees of the City of Winters; and

WHEREAS, The City of Winters has negotiated and committed to the employees of the City of Winters that it will remain a member in good standing with the CalPERS system; and

WHEREAS, The City of Winters finds it is prudent financial procedure to enumerate the way in which the City of Winters will remain a member in good standing with the CalPERS System; and

WHEREAS, The City of Winters wished to amend the Pension and OPEB Policy to allow for more flexibility in providing investment opportunities and solutions for funding Pension and OPEB costs.

NOW, THEREFORE BE IT RESOLVED that the Pension and Other Post-Employment Benefits (OPEB) Policy attached as a part of this Resolution is now approved and adopted as a Policy of the City of Winters and said Policy shall be implemented and included in all budgets as detailed in the Policy beginning immediately.

PASSED AND ADOPTED by the City Council, City of Winters, the 17th day of December 2019.

AYES:
NOES:
ABSTAIN:
ABSENT:

Bill Biasi, Mayor

ATTEST:

Tracy S. Jensen, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: December 17, 2019
FROM: John W. Donlevy, Jr., City Manager 
Alan L. Mitchell, City Engineer
SUBJECT: Funding Authorization and Amendment to Consultant Agreement with Wood Rodgers for Flood Hazard Evaluation in Northeast Area of City's General Plan Boundary

STAFF RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute Amendment No. 2 to the Consultant Services Agreement No. 16-005WR with Wood Rodgers, for up to \$15,000 out of the City's Drainage/Flood Impact fees, for master plan report finalization, and additional support in presenting the results of the master plan report and cost allocation report to City Council and the City Planning Commission, as well as support for the City's financial consultant preparing the fee study.

BACKGROUND:

The City was approached by the majority land owners (Hostetler, Skreden and Corbett), who own land west of I-505 and north of Grant Avenue. They stated interested in moving forward with planning for future development. They were made aware of the constraints associated with the flooding, and the need for an updated analysis of the existing drainage conditions. Skreden and Corbett were the only land owners that continued the discussion and interest in the analysis. Skreden and Corbett lands are within the City Limits.

Wood Rodgers is the City's on-call Drainage Consultant who prepared the City's Master Plans. They were approached and prepared a Proposal to perform updated analysis of the existing drainage conditions, which can be used for future planning as development moves forward with Skreden and Corbett.

A contract with Wood Rodgers was approved by Council on October 4, 2016, for preparation of a Technical Memorandum. On June 20, 2017, Council approved Amendment No. 1 to the Consultant Services Agreement No. 16-005WR with Wood Rodgers, for further analysis and master planning of existing flooding within the northeast area of the city's General Plan boundary.

DISCUSSION:

The Draft SDMP Update and Draft Cost Allocation Report have been completed and reviewed by City staff. The next step is to work with the City's financial consultant to prepare a Draft Fee Study, which would establish fees for the affected areas. The Finance Department is preparing a scope and will be coming to Council for approval, under a separate item.

Once the Draft Fee Study is completed; staff and the consultants will bring the reports to the Planning Commission and City Council for review and ultimate approval. The findings will be used to inform the development and infrastructure for Skreden and Corbett.

Staff requests the City Council authorize the City Manager to execute Amendment No. 2 to the Consultant Services Agreement No. 16-005WR with Wood Rodgers, for up to \$15,000 out of the City's Drainage/Flood Impact fees, for master plan report finalization, and additional support in presenting the results of the master plan report and cost allocation report to City Council and the City Planning Commission, as well as support for the City's financial consultant preparing the fee study.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The total cost for the project will be approximately \$300,000, which includes the cost from Wood Rodgers, and costs for project management and peer review by the City Engineer. The cost associated with the financial consultant is unknown at this time. The City has set up a deposit account with the property owner's, and the City will contribute \$65,000 out of Drainage/Flood Impact Fee account.

ATTACHMENTS:

Amendment No. 2 - Wood Rodgers

**AMENDMENT NO. 2
TO AGREEMENT NO. 16-005WR BETWEEN THE CITY OF WINTERS AND
WOOD RODGERS, INC., FOR PROFESSIONAL ENGINEERING SERVICES
ASSOCIATED WITH THE FLOOD HAZARD EVALUATION IN NORTHEAST
AREA OF CITY'S GENERAL PLAN**

This Amendment modifies the AGREEMENT dated October 4, 2016, as amended with Amendment No. 1 dated June 20, 2017, for professional engineering services for the flood hazard evaluation in northeast area of City's General Plan. This Agreement ("AMENDMENT") is made and entered into this ___ day of December, 2019 by and between the City of Winters, a municipal corporation of the State of California, herein after referred to as "CITY" and Wood Rodgers, Inc., herein after referred to as "CONSULTANT".

This amendment will cover the preparation of a Storm Drainage Master Plan for the City in the undeveloped General Plan areas north of the existing developed City (in the Moody Slough watershed), and in the area between Railroad Avenue and Interstate 505 (I-505) north of Putah Creek.

AMENDMENTS

1. SERVICES.

Section shall be revised to read as follows:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the Services described in Exhibit "A-2", which is the Consultant's Proposal dated November 8, 2019. Consultant shall provide said services at the time, place, and in the manner specified by the City Engineer and Exhibit "A-2".

2. PAYMENT.

Section shall be revised to read as follows:

The Consultant shall be paid additional actual costs, for all time and materials expended, in accordance with the costs described in Exhibit "A-2", but in no event shall total compensation exceed Two-Hundred-Ninety-Thousand Nine-Hundred Ten dollars (\$290,910), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A-2".

In Witness whereof, the parties hereto have caused this AMENDMENT to be duly executed as of the day and year first above written.

CITY OF WINTERS
a Municipal corporation of the
State of California

By: _____
John W. Donlevy, City Manager

WOOD RODGERS, INC.
CONSULTANT

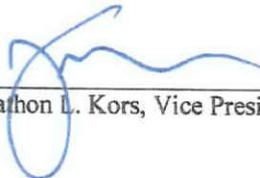
By:  _____
Jonathon L. Kors, Vice President

EXHIBIT A-2



November 8, 2019

Mr. Alan Mitchell, P.E., City Engineer
City of Winters
318 First Street
Woodland, California 95694

Dear Mr. Mitchell,

Subject: City of Winters. Storm Drainage Master Plan Update, North East Area. Request for Supplemental Funding

Wood Rodgers, Inc. (Wood Rodgers) is currently completing a Storm Drainage Master Plan (SDMP) Update for the Northeast Area of the city of Winters, California. The Draft SDMP Update has now been completed and provided to the City of Winters (City). A separate Draft Cost Allocation Report was also prepared and sent to the City and Wood Rodgers has addressed comments regarding both reports.

Based on our meeting of November 5, 2019, we understand that the City would like additional support in presenting the results of the SDMP Update and Cost Allocation Report to City Council and the City Planning Commission, as well as support for the City's financial consultant preparing the fee study. As noted previously, Wood Rodgers is approximately \$6,000 over its original budget for this work.

It is estimated that an additional \$9,000 would be required to complete the Final SDMP and Cost Allocation Reports to support the City as noted above.

With this letter, Wood Rodgers is requesting that a budget augmentation in the amount of \$15,000 be issued to supplement Wood Rodgers' existing budget. This requested amount is proposed to be expended on a Time-and-Materials Basis not to exceed the total amount without the written authorization of the City.

If you have any questions regarding this proposal, please contact me at 916-326-5294.

Sincerely,



Jonathan Kors, P.E.
Vice President

J:\Jobs\8220 City of Winters\Winters\0A\8220013_Master Plan - NE Area\Civil\Docs\Proposals\20191105_Amendment_Request



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: December 17, 2019
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Claim Against the City of Winters – Ryan Foster

RECOMMENDATION:

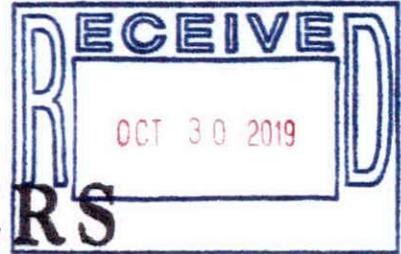
It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

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

FISCAL IMPACT:

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



**CLAIM FOR DAMAGES
TO PERSON OR PROPERTY**

TO: (Entity) CITY OF WINTERS

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

NAME OF CLAIMANT RYAN FOSTER	Date of Birth of Claimant 11/04/1974
Home Address of Claimant 8144 Holm Oak Drive, Citrus Heights, CA 95811	City and State Occupation of Claimant Accounts Payable Clerk
Business Address of Claimant 650 Beruit Drive, Suite C, Sacramento, CA 95811	Home Telephone Number 916-505-8291
Business Telephone Number 916-447-5171	
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: Tim S. Hodson, Ashton & Price LLP, 8243 Greenback Lane, Fair Oaks, CA 95628; 916-786-7787	
When did DAMAGE or INJURY occur? Date <u>08/11/2019</u> Time <u>2:30 p.m.</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / <u>NO</u> (circle one)
If claim is for Equitable indemnity, give date claimant served with the complaint: Date _____	

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks. In the middle of the southbound lane of the street, approximately 8 feet from the sidewalk, in front of the residence located at 718 Hemenway Street, Winters, Yolo County, CA

Describe in detail how the DAMAGE or INJURY occurred:

Claimant was walking across the street to her parked car, when she tripped in a large pothole and fell down on the roadway.

Names of any employees involved in INJURY or DAMAGE:

Why do you claim the Entity is responsible?

The property/street is located in the City of Winters, County of Yolo.

Describe in detail each INJURY or DAMAGE:

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

Damages Incurred to date (exact) Damage to property..... \$ _____ Expenses for medical and hospital care..... \$ <u>ongoing/unknown</u> Loss of earnings..... \$ <u>ongoing/unknown</u> Special damages for..... \$ <u>unknown/tbd</u> General Damages..... \$ <u>unknown/tbd</u> Total damages Incurred to date..... \$ <u>unknown/tbd</u>	Estimated prospective damages as far as known Future expenses for medical and hospital care..... \$ <u>unknown/tbd</u> Future loss of earnings..... \$ <u>unknown/tbd</u> Other prospective special damages..... \$ <u>unknown/tbd</u> Total estimate prospective damages..... \$ <u>unknown/tbd</u>
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Total amount claimed as of date of presentation of the claim: \$ 500,000.00

Was damage and/or injury investigated by police? no. If so, what city? _____
 Were paramedics or ambulance called? no. If so, name city or ambulance _____
 If injured, state date, time, name and address of doctor of your first visit 08/11/19 at approx 6:30 pm; Kaiser ER, 1600 Eureka, Roseville, CA

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

Name Don and Dianne Jordan Address 718 Hemenway Street, Winters, CA Phone tbd/unknown at this time
 Name Jason Tilmon Address 8144 Holm Oak Way, Citrus Heights, CA Phone 916-660-2600
 Name Jessica Jordan Address 1340 Dartmouth Circle, Dixon, CA Phone 530-304-8647
95620

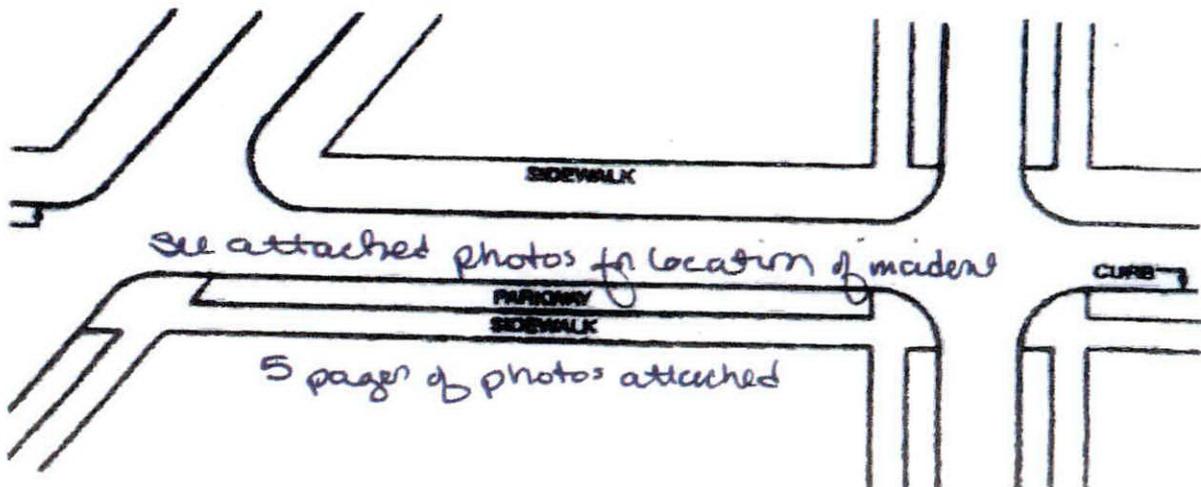
DOCTORS and HOSPITALS

Hospital Kaiser ER Address 1600 Eureka Rd, Roseville, CA Date Hospitalized 08/11/2019
 Doctor Kaiser PT Address 1600 Eureka Rd, Roseville, CA Date of Treatment tbd
 Doctor Kaiser Orthopedics Address 1600 Eureka Rd, Roseville, CA Date of Treatment 1st appt 08/13/19

READ CAREFULLY

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

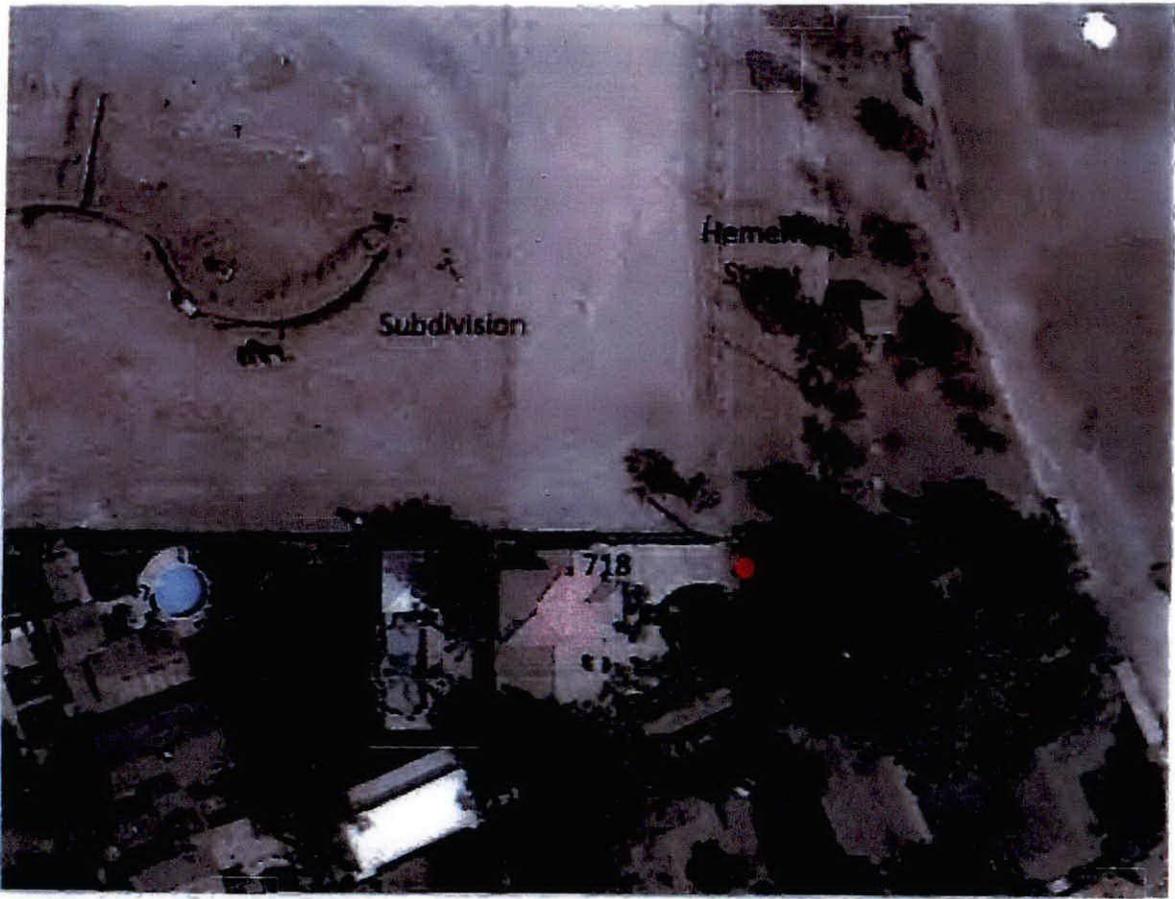
NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to Claimant: 	PRINT Name: TIM S. HODSON	Date: OCTOBER 24, 2019
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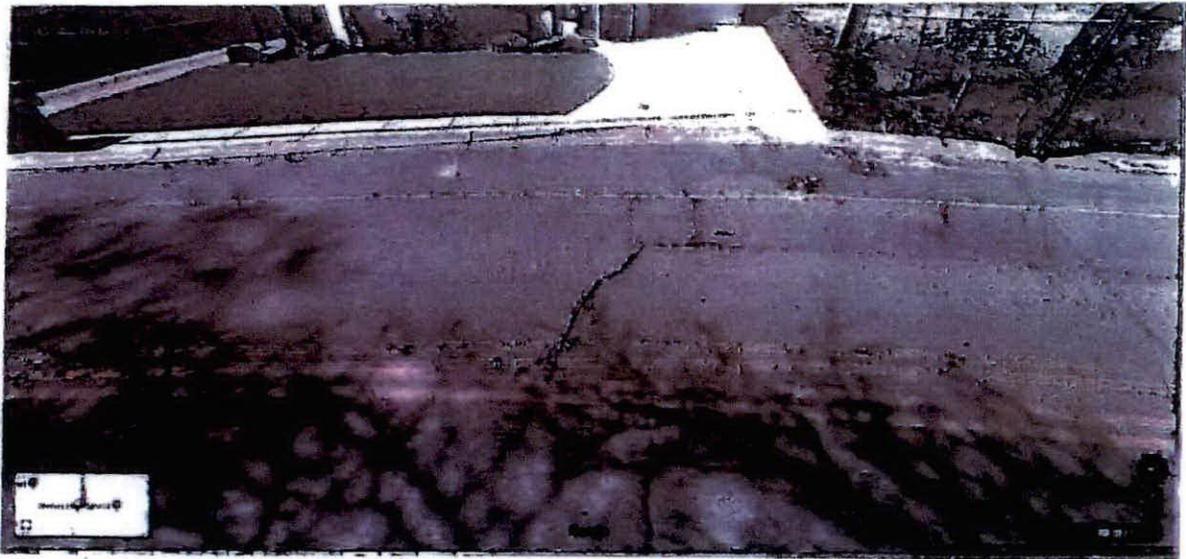
NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)

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Google aerial image of the area in and around where the incident occurred. The red dot represents the approximate location regarding the location of the pothole. Image reportedly taken circa 2018.

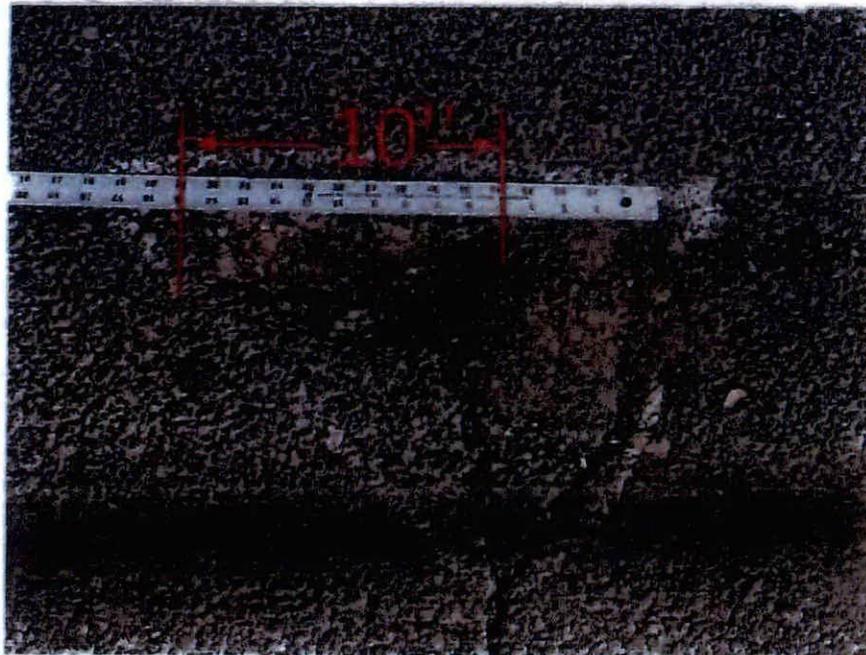
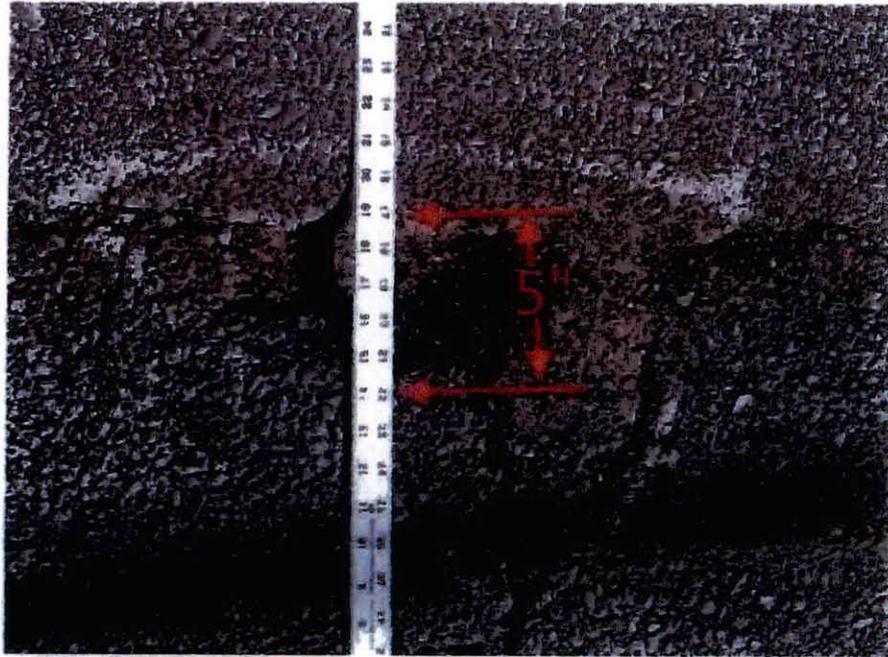
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May 2019 Google Street Image essentially confirms my findings at the time of the October 2019 inspection. Note the cracks in the asphalted roadway leading directly from 718 Hemenway Street. The client and her friend, Jessica, were reportedly walking from the house towards the camera when the incident occurred. Note the discoloration of the area in and around the sewer manhole cover reflecting underground construction at some point after the original roadway was paved. Also, note the *lack of evidence* that the cracks were sealed with hot tar, a process typically used to avoid further variation and water damage.

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'A' followed by a horizontal line.

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Measurements

AB



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IMG_2091



IMG_2092



IMG_2093



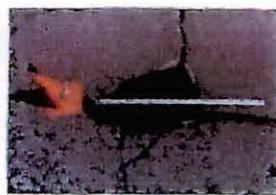
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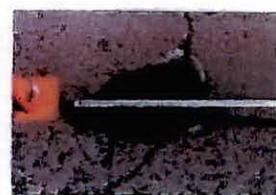
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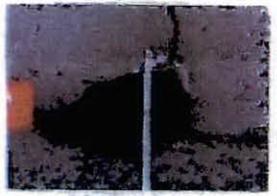
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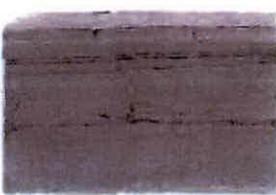
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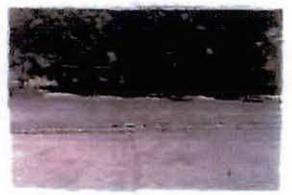
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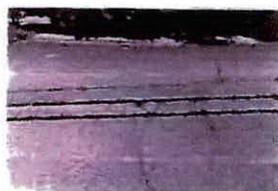
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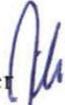
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CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: December 17, 2019
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Eric Lucero, Public Works Superintendent
SUBJECT: Third Street Storm Drain Project Update

RECOMMENDATION: Council Update

BACKGROUND: The Public Works staff is giving a presentation on the completion of the Third Street Storm Drain Replacement Project. The Third St Storm Drain Replacement Project was approved by Council on November 5, 2019. The project was completed on November 25, 2019.

FISCAL IMPACT: None at this time.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: December 17, 2019
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Public Hearing and Presentation on State Community Development Block Grant Program and Funding and Solicit Citizen Input on Community Needs

RECOMMENDATION: Staff recommends that City Council:

- 1) Receive update on State Community Development Block Grant (CDBG) Program and Funding; and
- 2) Hold public hearing to solicit citizen input on community needs.

BACKGROUND:

The City of Winters has been receiving CDBG grant funds for over 20 years to support eligible activities such as: Homeowner Assistance, Housing Rehabilitation Programs, Housing Drought Rental Assistance Programs, Public Facility and Public Improvements/Infrastructure Projects, Public Service Programs, Planning Studies, Economic Development Business Assistance and Microenterprise Activities, which benefit our lower income communities and residents.

This is an opportunity to update the Council and the community about the State CDBG Program, changes that will impact the upcoming 2020 Notice of Funding Availability (NOFA) application process for non-entitlement jurisdictions, as well as present information about re-applying for funds to support the construction of a 6,000 square foot senior center and provide senior services.

In order for the City to apply for CDBG grant funds, the State of California Department of Housing and Community Development (HCD) releases a Notice of Funding Availability (NOFA). As part of the process of applying for grant funds, it is the responsibility of the Grantee (City of Winters) to hold a public hearing to solicit input from citizens regarding community needs. This, in turn, allows the City to prioritize those needs along with City

identified needs, determine which ones meet CDBG qualifications and readiness requirements prior to submitting a grant application.

In partnership with Domus Development Corp., the City of Winters combined a senior center and senior apartments project and named them "Blue Mountain Terrace". Unfortunately, funding received by Domus Development and by the City were insufficient to build both the senior center and the senior apartments; therefore, the large project had to be split into two projects. Based on funding reservations and a HOME Grant, the housing development is moving forward, but the senior center is not until other funding can be secured. An application for State CDBG funds was submitted last year for \$3,000,00 but wasn't funded, therefore the City will once again apply in the upcoming NOFA. Council approval for the actual grant application will be presented after the January 2020 release of the NOFA.

FISCAL IMPACT: None at this time.

CONCLUSION: Staff recommends that the City Council conduct a public hearing, take testimony and consider ideas for future projects using CDBG funds.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: December 17, 2019
FROM: David Dowswell, Contract Planner, Community Development Department 
THROUGH: John W. Donlevy, Jr., City Manager 
SUBJECT: LDS Subdivision – Public Hearing for consideration by the Winters City Council of the proposed Tentative Map for the eighteen (18) lot LDS Subdivision and Planned Development Overlay Zone

This item was continued from the December 3, 2019 City Council meeting. At that meeting the Council declined approved the proposed Tentative Subdivision Map. The item was continued so that City staff could prepare a resolution denying the application for the Tentative Subdivision Map with appropriate findings, in the event that the City Council decides to deny the map application. The resolution denying the Tentative Subdivision Map application is included with this staff report. This updated staff report also addresses issues that were raised by Council at the December 3, 2019 Council meeting related to fire access and parking.

RECOMMENDATION:

That the City Council:

- 1) Receive the Staff Report on a proposed Tentative Subdivision Map and adoption of a Planned Development Overlay Zone, and
- 2) Conduct the Public Hearing to consider comments on the Tentative Subdivision Map and Zoning Map Amendment, and
- 3) Find per Section 15332, Class 32 of the CEQA Guidelines that the proposed LDS Tentative Map is categorically exempt from CEQA because it meets the criteria for an in-fill development; and

- 4) Adopt Resolution 2019-48 approving the 18-lot tentative map for the property commonly known as the LDS Subdivision, and
- 5) Introduce and waive first reading of Ordinance 2019-05 adding a Planned Development Overlay Zoning to the existing Single-Family Residential (R-1) Zoning permitting certain modifications to the R-1 Zoning standards.

PROJECT DESCRIPTION:

The Applicant Crowne Communities, on behalf of the Church of Christ Latter Day Saints (LDS) (the current owner of the subject property), are requesting approval to subdivide a 3.29-acre parcel into eighteen (18) single-family lots. The tentative map (Attachment A) includes an emergency vehicle access (EVA) easement through the LDS Church parking lot. The property is located on the west end of Anderson Avenue and wraps around the existing LDS Church located at 435 Anderson Avenue. The applicants are requesting that zoning for the property be amended to add a Planned Development (PD) Overlay Zone to the existing Single-Family Residential (R-1) Zoning in order to create lots that are substandard in size and have reduced front, side and rear yard setbacks (Attachment B). Other than these modifications that would be permitted in this Overlay Zone, the 18 lots would be consistent with the R-1 zoning for this site.

BACKGROUND:

On October 3, 2019 the Design Review Committee (DRC) met to review the proposed tentative map. At the meeting, Crowne Communities (applicants) presented preliminary floor plans and elevations for homes ranging in size from 1,457 to 1,844 square feet. They indicated the homes would be simpler in design than their current product being built in the Heartland development. They also indicated due to the property's unusual shape and their plan to build all single-story homes they would need to create lots which were substandard in size with non-conforming setbacks. The DRC was receptive to the idea of building more affordable smaller homes and recognized the need for smaller lots with reduced setbacks due to the unusual shape of the property.

On November 12, 2019 the planning commission considered the proposed tentative map, planned development (PD) zoning overlay and the site plan/design review. At the meeting there was considerable discussion about the emergency vehicle access (EVA) through the LDS Church parking lot and with the design of the model homes. At the conclusion of the hearing the planning commission voted to recommend the city council approve the tentative map and add the PD overlay zoning to allow for the lots less than the required minimum size with reduced rear, front and side yard setbacks. The planning commission continued the site plan/design review approval until the December 10 meeting.

On December 3, 2019 the City Council considered the proposed tentative map and PD overlay zoning request. At the hearing the discussion focused on the fire access through the subdivision, especially where the street makes a 90 degree turn onto the court, and the emergency vehicle access through the church connecting to the subdivision. Council expressed concern as to whether the fire access was adequate for fire trucks to

maneuver. Drainage was also a concern. The Council voted to approve the tentative subdivision map, but that vote failed by a 2-3 vote. At the conclusion of the hearing the Council continued the public hearing until their December 17, 2019 meeting.

On December 10, 2019 the Planning Commission held the continued public hearing on the applicants site plan/design review application and considered revised drawings for the proposed model homes. At the conclusion of the hearing the Commission approved the revised elevations subject to the applicants meeting the conditions of approval.

Since the December 3, 2019 City Council meeting, City staff (fire chief, fire marshal, city engineer and contract planner) met to discuss the fire access. At the meeting staff agreed the proposed street design with a modified knuckle where the street makes a 90 degree turn onto the court was wide enough for a fire truck to maneuver with the condition that on Lot 15 (corner lot) "no parking" would be allowed from the driveway around the corner to just before Lot 16. A condition has been added to require this change (#24 highlighted in red). Staff agreed the emergency access route through the church parking lot was acceptable.

DISCUSSION:

The applicants believe the proposed subdivision with 18 lots, subject to obtaining approval for a PD Overlay Zoning and site plan/design review, will allow them to build single-story single-family homes which will be more affordable to persons/families looking to buy their first homes.

Tentative Map

The tentative map includes an EVA access through the LDS Church parking lot connecting to the cul-de-sac adjacent to Lot 18. The EVA provides a second way into the subdivision should the entrance to the subdivision off Anderson Street become blocked. The Church will need to record an access easement through their parking lot for the EVA. The easement will need to be shown on the final map. The EVA abutting the cul-de-sac will need to be blocked off with removable bollards to prohibit vehicle access. The portion of the EVA abutting the Church parking could be fenced off with a gate. However, the conditions of approval require if a gate is installed the Developer must establish a homeowners' association that will be responsible for maintenance and repair of the gate in perpetuity. The applicants will need to work with the Fire Department in designing a gate that will provide the necessary access. The design of the gate will also need to be approved by staff, and an agreement will have to be in place pursuant to which the homeowners' association agrees to maintain and repair the gate as needed. Staff recommends on the side of the EVA abutting Lot 18 a six-foot solid wood fence be installed beginning 10 feet from the back edge of the sidewalk and connecting to the rear yard fence. On Lot 14 a three-foot solid wood fence should be installed beginning at the back of the sidewalk and connecting to the school's chain link fence.

On the east side of the street abutting the LDS Church the applicants, at the city's request, eliminated the sidewalk. Eliminating the sidewalk allowed the depth of Lots 1-6 to be

increased by five (5) feet. Staff noted when inspecting the project site there is a chain-link fence along the western edge of the church's property where the sidewalk is proposed to be eliminated. The chain-link fence will need removed from the church's property in this area or moved so it is 4 feet from the face of curb so persons parking on the street will be able to open the doors and exit their cars.

The tentative map proposes "no parking" on a portion of the cul-de-sac which includes the EVA and a portion of the frontage of Lots 14 and 18. Requiring the "no parking" will allow fire trucks to turnaround. The applicants' engineer has shown on the tentative map (Attachment A) even with the "no parking" there will still be on-street parking available in front of Lots 14 and 18.

Planned Development Zoning

Section 17.48.010 of the Municipal Code (Zoning Ordinance) states, "In order to achieve the general plan goal "to promote the development of a cohesive and aesthetically pleasing urban structure for Winters," the P-D overlay zone has been included within the scope of the zoning ordinance to allow for the maximum flexibility consistent with the minimum development standards within each underlying zone category."

The decision by the City to approve lots of varying sizes as part of the Winters Ranch and Stones Throw subdivisions was done to provide housing diversity and indirectly, based on the smaller lot sizes and reduced setbacks, more affordable housing. The applicants are requesting approval to create lots as small as 4,428 square feet, which is less than the required 6,000 square feet for interior lots and 7,000 square feet for corner lots> Their request is mainly due to the irregular shape of the property and to achieve their objective of providing smaller and more affordable homes. The applicants are also requesting a reduction to the side, rear and front yard setbacks. They are requesting the garage side yard setback be reduced from ten (10) to five (5) feet for all 18 lots. On three of the lots (1, 15 and 18) the "other side" side yard setback will be more than ten (10) feet. Reducing the side yard setback from ten (10) to five (5) feet on the garage side will eliminate the possibility of the homeowner in the future paving the side yard to park another vehicle off-street. Staff recommends, where possible, the applicants provide a ten (10) foot side yard adjacent to the garage.

The applicants are also requesting approval to reduce the required 25-foot rear yard setback for each of the homes to as little as 12 feet (Lot 18). On most of the lots the rear yard setback would either 14 or 17 feet. When the planning commission approved the design of the homes for the Heartland and Stones Throw subdivisions included with the approvals was a reduction in the rear yard setback to allow for future trellis or patio covers. Section 17.56.030C4 allows patio covers to be located within 10 feet of the rear lot line. The applicants submitted plot plans showing a typical patio cover in which they are requesting a minimum of a five (5) foot rear yard setback (Attachment C). For the Plan 1 lots that will be located on the court they show a 400 square foot patio cover with a ten (10) foot rear yard setback. Staff believes allowing as little as a five (5) foot setback for trellis or patio cover is acceptable as these homes, except for those on Lots 1 through 7, back up to schools which will not be adversely affected or to the LDS Church drainage

ditch/parking lot. Staff recommends on lots with Plan 1 or 2 homes located on the court the minimum rear yard setback for a patio cover should not be less than 10 feet.

As noted above, City staff has prepared an alternative resolution, denying the application for the 18-lot tentative subdivision map and making the appropriate findings. In the event that the City Council desires to deny the application for the tentative subdivision map, it should adopt the resolution attached as Exhibit G.

PROJECT NOTIFICATION:

A notice advertising for the public hearing on this application was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Winters' Municipal Code and State Planning Law and was published in the Winters Express on 11/20/19 ten days prior to the hearing. Copies of the staff report and all attachments for the proposed project have been on file, available for public review at City Hall since 11/27/19.

ENVIRONMENTAL ASSESSMENT:

Per Section 15332, Class 32 of the CEQA Guidelines, the proposed subdivision is considered an "In-Fill Development Project" and meets all the following:

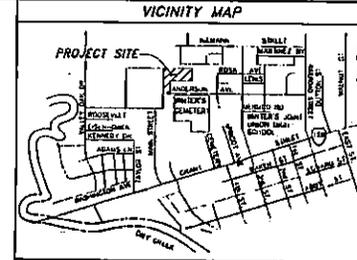
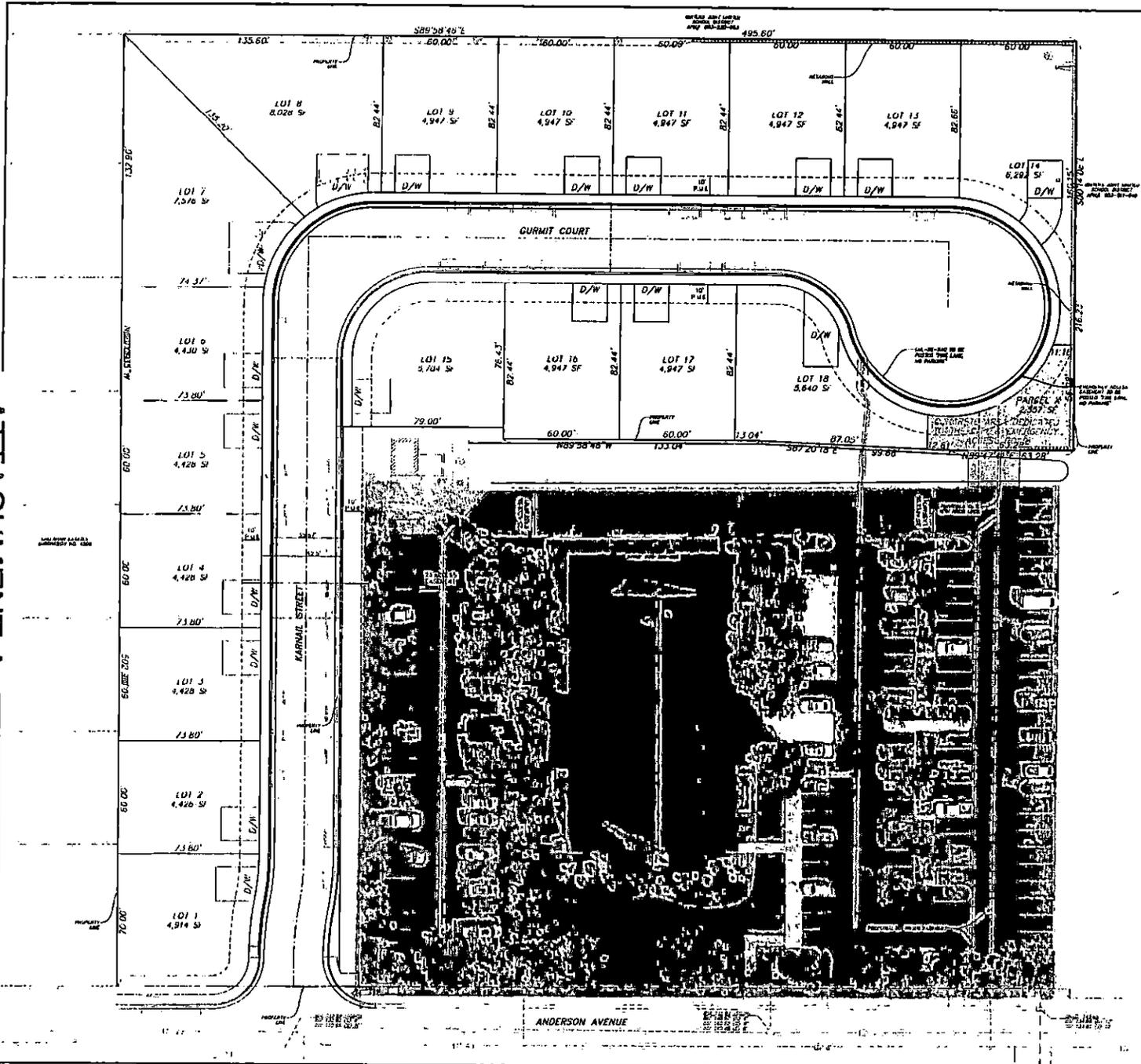
- (a) The proposed subdivision with 18 lots is consistent with the general plan designation of Low Density Residential (LR), which allows up to 24 lots, and is consistent with all applicable general plan policies as well as with the Single-Family Residential (R-1) zoning.
- (b) The proposed development occurs within the city limits on a project site of 3.17 acres, which is less than five acres permitted for in-fill development.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air or water quality.
- (e) The site is adequately served by all the required utilities, which are located in Anderson Street and can be served by public services.

RECOMMENDED CITY COUNCIL ACTIONS

1. Find per Section 15332, Class 32 of the CEQA Guidelines that the proposed tentative map for the 18-lot LDS Subdivision is categorically exempt from CEQA because it meets the criteria for an in-fill development.
2. Adopt a resolution (Attachment E) approving the tentative map for the 18-lot LDS Subdivision subject to the Conditions of Approval (Attachment D).
3. Adopt an ordinance (Attachment F) amending the official Zoning Map of the city of Winters by adding Planned Development (PD) Overlay Zoning to the existing Single-Family Residential (R-1) Zoning to APN 030-220-034 and approving the Planned Development Permit.

ATTACHMENTS:

- A. Tentative map
- A.1 Tentative Map showing "No Parking" area for Lot 15
- B. Proposed R-1 Zoning standards modifications for lot sizes and setbacks for the homes
- C. Proposed R-1 Zoning standards modifications for the patio covers
- D. Conditions of approval
- E. City Council Resolution 2019-48 approving the 18-lot tentative map
- F. City Council Ordinance 2019-05 amending the official zoning map by adding a Planned Development Overlay Zone to the existing R-1 Zoning and approving the planned development permit
- G. City Council Resolution 2019-~~XX~~XX denying the 18-lot tentative map



NOTES:

COMP. OF THE FOREGOING MAP FOR THE COUNTY OF SAN DIEGO COUNTY RECORDER OFFICE, SAN DIEGO, CALIFORNIA.

APPLICANT: M&J AMERICAN REALTY COMPANY, 10000 SAN DIEGO AVENUE, SUITE 100, SAN DIEGO, CA 92131

PREPARED BY: LAM LAUGENOUR AND MEINKE ENGINEERS AND ARCHITECTS, 10000 SAN DIEGO AVENUE, SUITE 100, SAN DIEGO, CA 92131

DATE: 10-04-2018

Lot	Sq. Ft.	Width
1	4914	72.10'
2	4426	60.00'
3	4426	60.00'
4	4426	60.00'
5	4430	60.00'
6	7576	115.25'
7	8026	118.99'
8	4947	60.00'
9	4947	60.00'
10	4947	60.00'
11	4947	60.00'
12	4947	60.00'
13	4947	60.00'
14	8292	118.99'
15	5704	79.00'
16	4947	60.00'
17	4947	60.00'
18	5640	87.00'
TOTAL	82,972	1,123.00'

NOTES: * CORNER LOT WIDTH TAKEN FROM 30' SETBACKS

TOTAL RESIDENTIAL LOTS	18
AVERAGE LOT AREA (SQ. FT.)	4,610
PROPOSED DENSITY	23.64
TOTAL AREA	2,372,000
RESIDENTIAL DENSITY	67 UNITS/AC

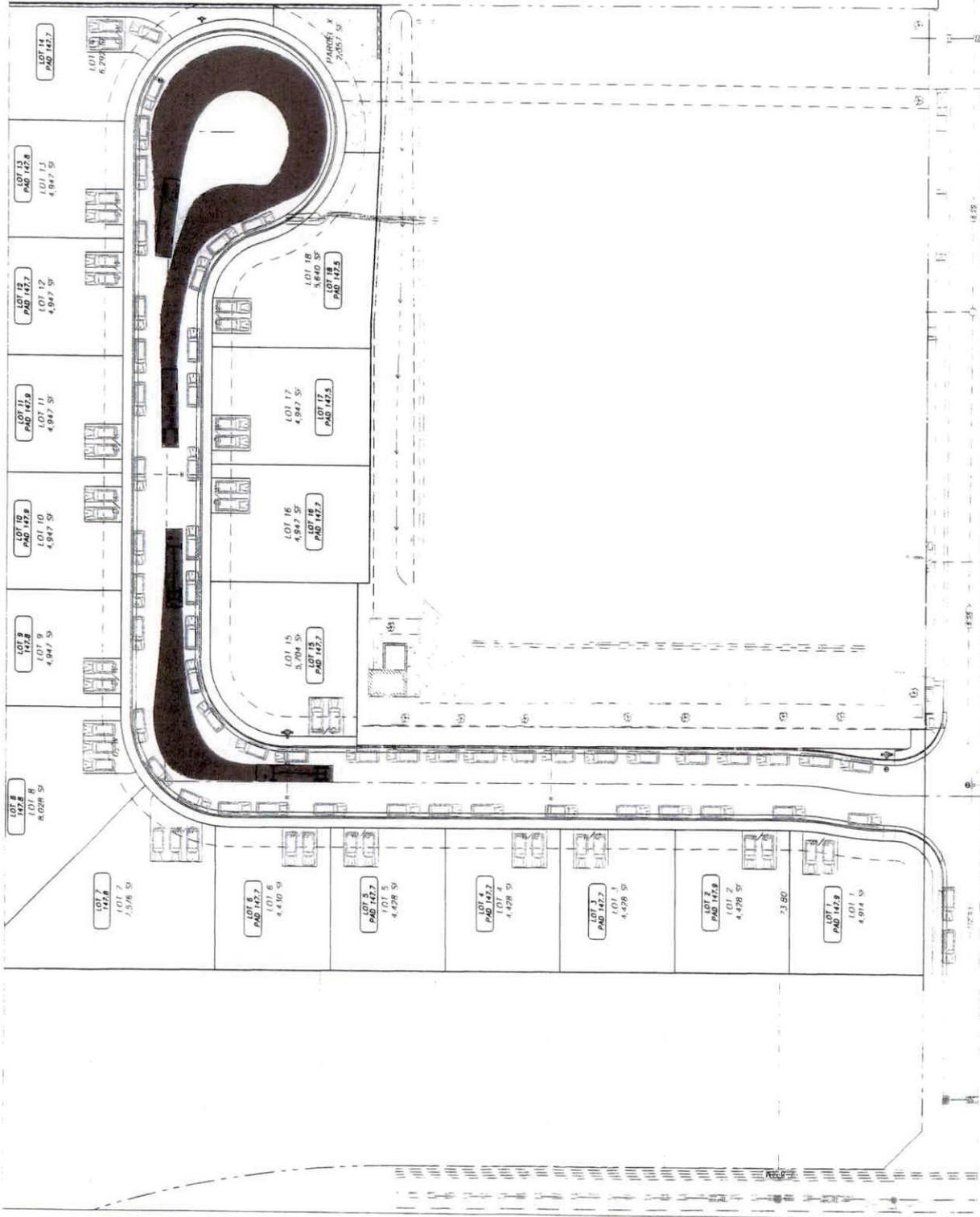
CITY OF SAN DIEGO RESIDENTIAL DENSITY RANGES	RESIDENTIAL DENSITY RANGE
LOW DENSITY RESIDENTIAL	5.1 to 7.3 units/acre
MEDIUM DENSITY RESIDENTIAL	8.4 to 14.8 units/acre
MEDIUM HIGH DENSITY RESIDENTIAL	15.1 to 20.8 units/acre
HIGH DENSITY RESIDENTIAL	21.1 to 25.8 units/acre

LAM LAUGENOUR AND MEINKE
ENGINEERS AND ARCHITECTS
10000 SAN DIEGO AVENUE, SUITE 100, SAN DIEGO, CA 92131
DATE: 10-04-2018
SCALE: 1"=20'

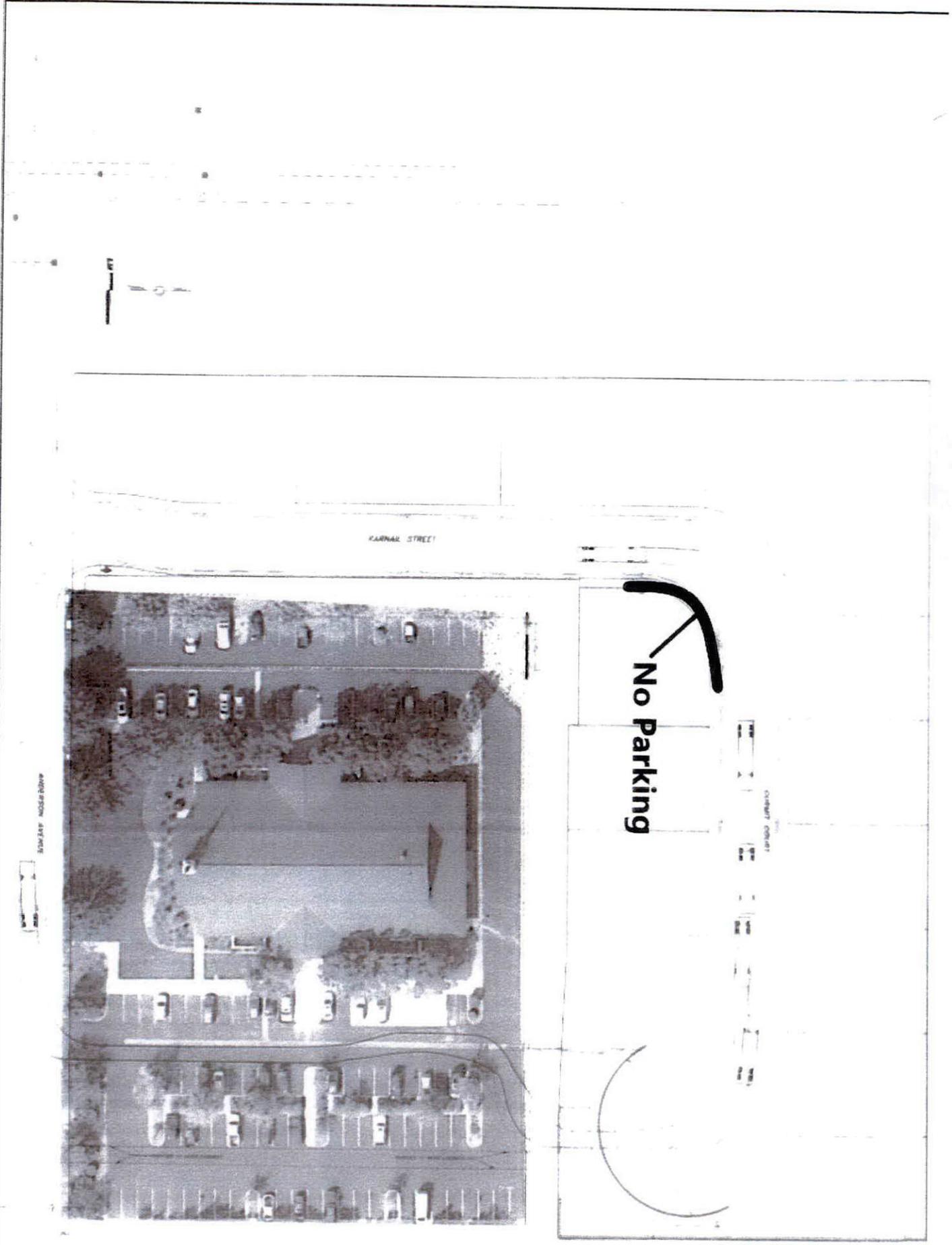
TENTATIVE MAP
TOPOGRAPHIC SURVEY FOR TENTATIVE MAP
LDS PROPERTY
CITY OF SAN DIEGO

DATE: 10-04-2018
SCALE: 1"=20'

TM-1
SHEET 1 OF 4



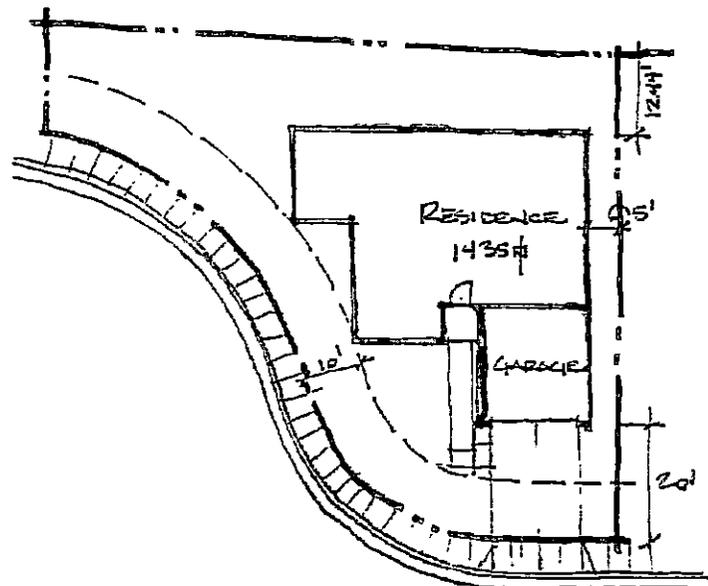
Lots	Driveway Parking	Street Parking	Parking Totals
1	2	3.5	5.5
2	2	5	7
3	2	4.5	6.5
4	2	5	7
5	2	4	6
6	2	2.5	4.5
7	3	0.5	3.5
8	3	0.5	3.5
9	2	1.5	3.5
10	2	2	4
11	2	2	4
12	2	2	4
13	2	2	4
14	3	1.5	4.5
15	2	6	8
16	2	2	4
17	2	2	4
18	2	3.5	5.5
SUM	37	46.5	83.5
Average Parking Stalls per Lot:			4.6



ATTACHMENT A1

PD OVERLAY SETBACKS REQUESTED (per lot)

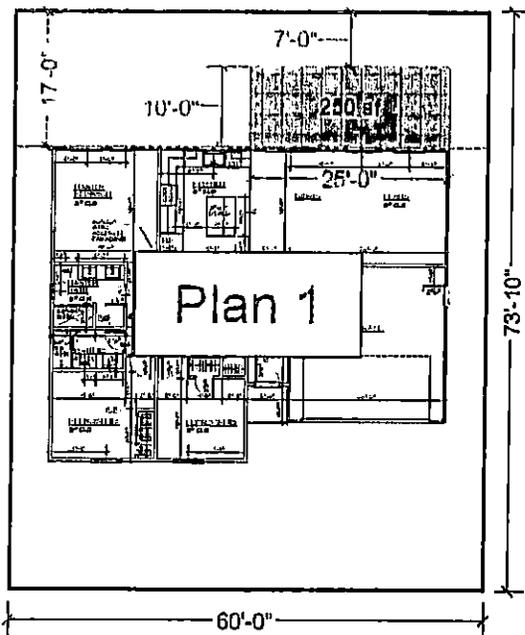
LOT NUMBER	LOT FOOTAGE	LOT TYPE	MIN FRONT SETBACK (to Garage)	MIN FRONT SETBACK (to Living Area)	SIDEYARD SETBACK (Garage Side)	SIDEYARD SETBACK (Other Side)	MIN REAR YARD SETBACK
Lot 01	4,914	corner	20 Feet	13 Feet	5 Feet	14 Feet	14 Feet
Lot 02	4,428	interior	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 03	4,428	interior	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 04	4,428	interior	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 05	4,428	interior	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 06	4,430	interior	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 07	7,576	knuckle	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 08	8,028	knuckle	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 09	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 10	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 11	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 12	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 13	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 14	6,292	culdesac	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 15	5,704	corner	20 Feet	13 Feet	5 Feet	13 Feet	14 Feet
Lot 16	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 17	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 18	5,640	culdesac	20 Feet	10 Feet	5 Feet	10 Feet	12 Feet



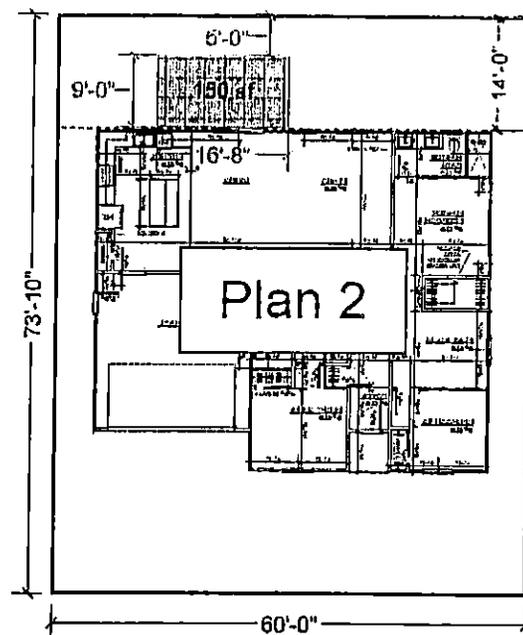
Lot 16

Shandala Estates - PD OVERLAY SETBACKS (for patio covers)

LOT #	LOT FOOTAGE	PLAN OPTIONS	Lot Coverage			Max Patio Cover Ftg	Total Coverage	COVERAGE PERCENTAGE	Patio Cover Min Setbacks	
			Living Area	Garage	Porch				Rear	Side
1	4914	Plan 1	1457	395	24	250	2126	43.26%	7	5
		Plan 2	1657	392	25	150	2224	45.26%	5	
2, 3, 4, & 5	4428	Plan 1	1457	395	24	250	2126	48.01%	7	5
		Plan 2	1657	392	25	150	2224	50.23%	5	
6	4430	Plan 1	1457	395	24	250	2126	47.99%	7	5
		Plan 2	1657	392	25	150	2224	50.20%	5	



Karnail Street

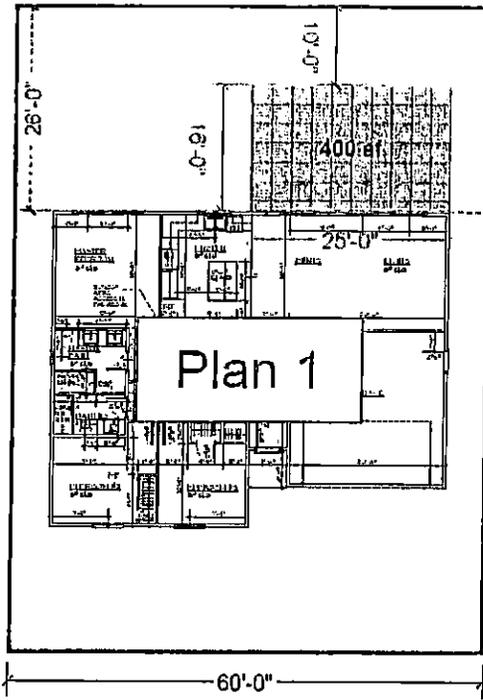


Karnail Street

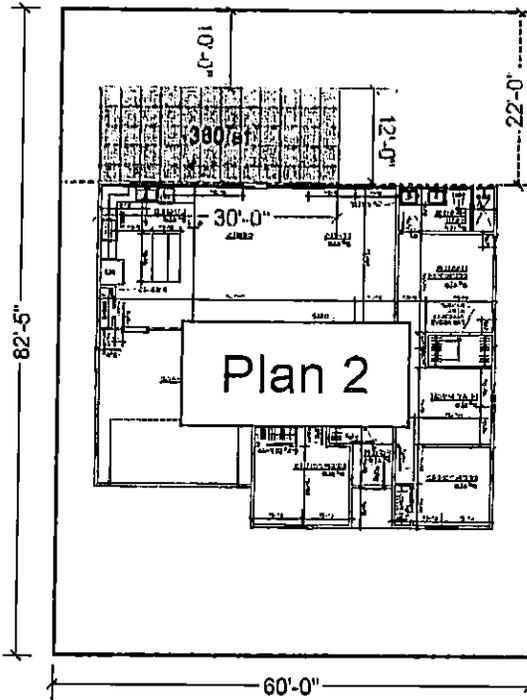
ATTACHMENT C

Shandala Estates - PD OVERLAY SETBACKS (for patio covers)

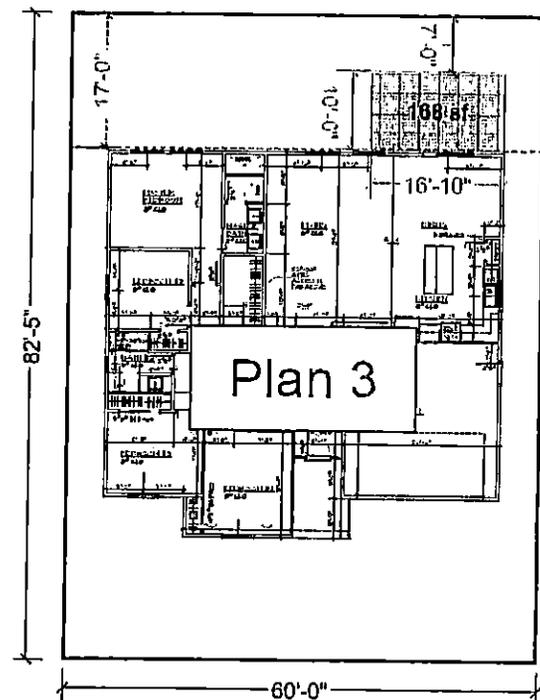
LOT #	LOT FOOTAGE	PLAN OPTIONS	Lot Coverage			Max Patio Cover Ftg	Total Coverage	COVERAGE PERCENTAGE	Patio Cover Min Setbacks	
			Living Area	Garage	Porch				Rear	Side
9, 10, 11, 12, 13, 16, & 17	4947	Plan 1	1457	395	24	400	2276	46.01%	10	5
		Plan 2	1657	392	25	360	2434	49.20%	10	
		Plan 3	1845	395	65	168	2473	49.99%	7	
14	6292	Plan 1	1457	395	24	400	2276	36.17%	10	5
		Plan 2	1657	392	25	360	2434	38.68%	10	
		Plan 3	1845	395	65	168	2473	39.30%	7	



Gurmit Court



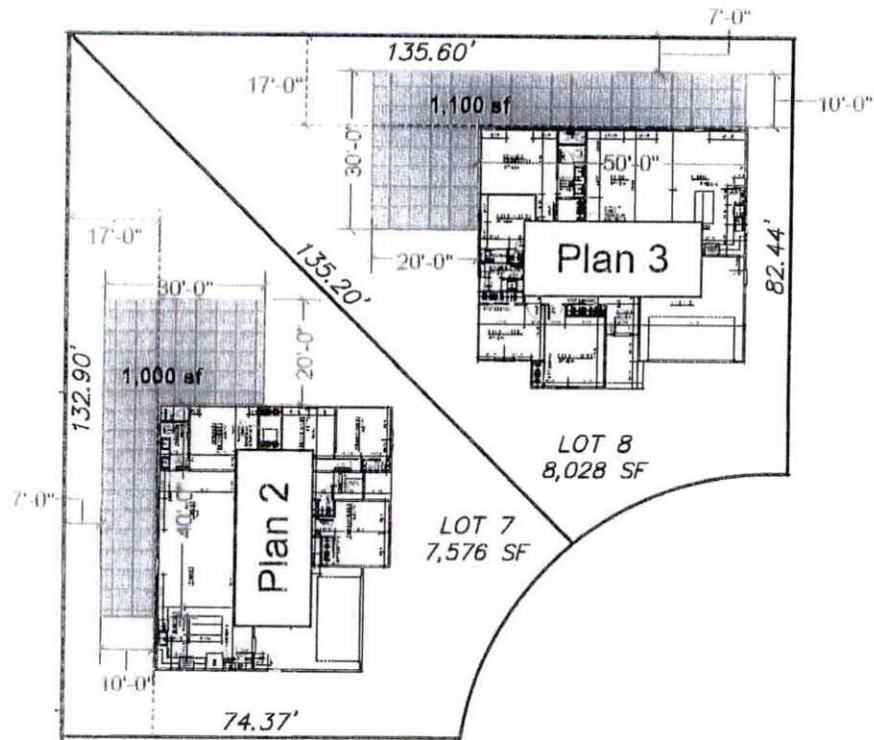
Gurmit Court



Gurmit Court

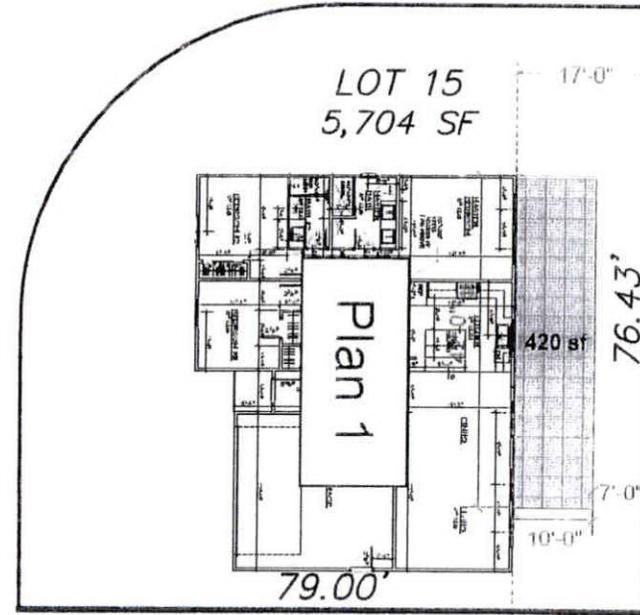
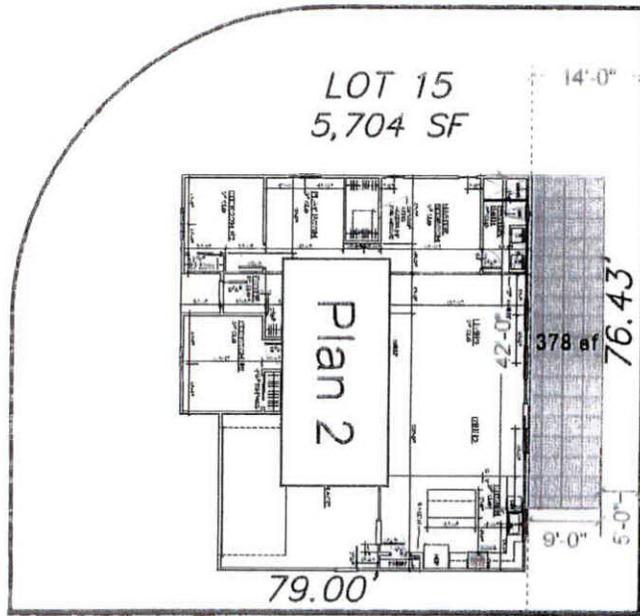
Shandala Estates - PD OVERLAY SETBACKS (for patio covers)

LOT #	LOT FOOTAGE	PLAN OPTIONS	Lot Coverage			Max Patio Cover Ftg	Total Coverage	COVERAGE PERCENTAGE	Patio Cover Min Setbacks	
			Living Area	Garage	Porch				Rear	Side
7	7576	Plan 2	1657	392	25	1,000	3074	40.58%	7	5
8	8028	Plan 3	1845	395	65	1,100	3405	42.41%	7	5



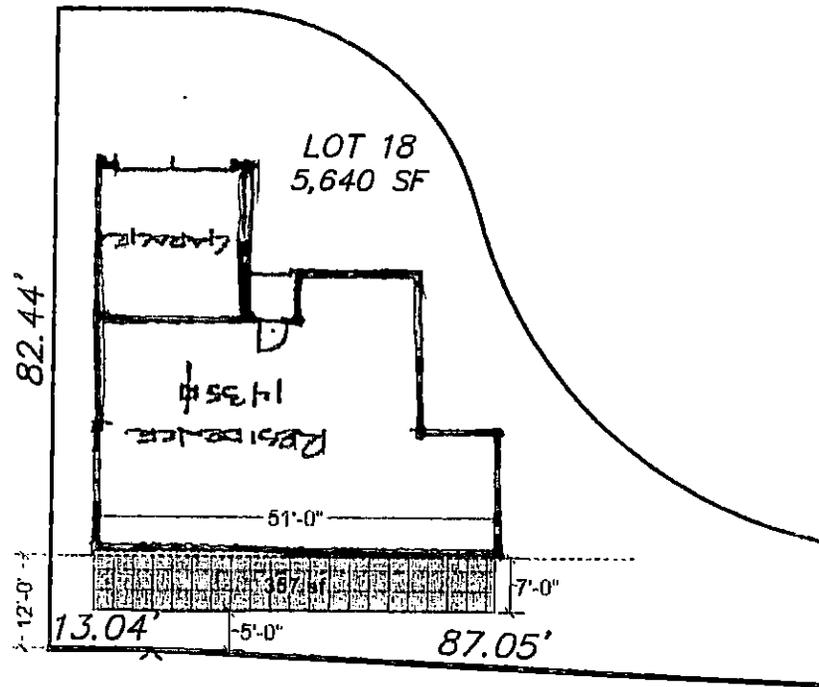
Shandala Estates - PD OVERLAY SETBACKS (for patio covers)

LOT #	LOT FOOTAGE	PLAN OPTIONS	Lot Coverage			Max Patio Cover Ftg	Total Coverage	COVERAGE PERCENTAGE	Patio Cover Min Setbacks	
			Living Area	Garage	Porch				Rear	Side
15	5704	Plan 1	1457	395	24	420	2296	40.25%	7	5
		Plan 2	1657	392	25	378	2452	42.99%	5	5



Shandala Estates - PD OVERLAY SETBACKS (for patio covers)

LOT #	LOT FOOTAGE	PLAN OPTIONS	Lot Coverage			Max Patio Cover Ftg	TOTAL Coverage	COVERAGE PERCENTAGE	Patio Cover Min Setbacks	
			LIVING Area	Garage	PORCH				Rear	Side
18	5640	Pending	1435	400	30	357	2222	39.40%	5	5



**CITY COUNCIL
CONDITIONS OF APPROVAL FOR LDS TENTATIVE MAP
December 3, 2019**

The following conditions of approval are required to be satisfied by the applicants/developers prior to final map, unless otherwise stated.

GENERAL

1. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicants shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an 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 applicants shall defend such action at applicants' sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicants 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 of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicants shall not be required to pay or perform any settlement unless the subdivider in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.
2. All conditions identified herein shall be fully satisfied prior to acceptance of the Final Map unless otherwise stated.
3. The project is as described in the November 12, 2019 Planning Commission staff report. The project shall be constructed as depicted on the maps and exhibits included in the November 12, 2019 Planning Commission staff report, except as modified by these conditions of approval. Substantive modifications require a public hearing and Council action.

GENERAL PLAN REQUIREMENTS

4. Pursuant to General Plan Policy II.D.4 and IV.A.1 necessary public facilities and services shall be available prior to the first occupancy of the project.
5. Pursuant to General Plan Policy IV.A.4 (second sentence), the developer shall pay in-lieu fees for the increment of parkland not provided on site, or at the City's discretion may construct needed improvements according to City specification in lieu of paying the fees.

6. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up.
7. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.
8. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.
9. Pursuant to General Plan Policy VI.A.6, grading shall be carried out during dry months, when possible. Areas not graded shall be disturbed as little as possible. Construction and grading areas, as well as soil stockpiles, should be covered or temporarily revegetated when left for long periods. Revegetation of slopes shall be carried out immediately upon completion of grading. Temporary drainage structures and sedimentation basins must be installed to prevent sediment from entering and thereby degrading the quality of downstream surface waters, particularly Putah Creek. The full cost of any necessary mitigation measures shall be borne by the project creating the potential impacts. Pursuant to General Plan Policy VII.B.3, should the City allow any grading to occur during the rainy season, conditions shall be implemented to ensure that silt is not conveyed to the storm drainage system.
10. Pursuant to General Plan Policy VI.E.6, construction-related dust shall be minimized. Dust control measures shall be specified and included as requirements of the contractor(s) during all phases of construction of this project and shall be included as a part of the required construction mitigation plan for the project.
11. Pursuant to General Plan Policy VII.A.1, VII.A.2, and VII.C.4 all site work and construction activities shall be in accordance with the requirements of the City, and other applicable local, regional, state, and federal regulations.
12. Pursuant to General Plan Policy VII.C.1, necessary water service, fire hydrants, and access roads shall be provided to the satisfaction of the Fire Chief and Fire Protection District standards.
13. Pursuant to General Plan Policy VII.C.2, a minimum fire-flow rate of 1,500 gallons per minute is required for all residential uses.
14. Pursuant to General Plan Policy VIII.D.2, street trees shall be planted along all streets, in accordance with the City's Street Tree Plan and Standards. There shall be a minimum of one street tree in the center front of each single-family lot, and on both frontages for corner lots. All trees shall be of a type on the approved street tree list and shall be a minimum of fifteen (15) gallons in size with a mature tree canopy of at least a thirty-foot diameter within five years.

15. Pursuant to General Plan Policy VIII.D.7, all lighting including street lighting, shall be designed, installed, and maintained to minimize excess light spillage, unnecessary brightness and glare, and degradation of night sky clarity.

COMMUNITY DEVELOPMENT AND BUILDING

16. Construction activities shall be limited to 7:00 am to 7:00 pm, Monday through Friday only (holidays excluded) in compliance with the City's Noise Ordinance and Standard Specifications.
17. Foundations shall be poured in place, onsite. No pre-cast foundations will be permitted. This shall be stipulated in all construction contracts.
18. Address numbering shall be plainly visible from public view using lettering that is a minimum of four inches in high with contrasting colors. Naming of streets and address numbering shall be completed by a committee comprised of the Community Development Department, the Fire District, the Police Department, and the Postal Service.
19. The applicants shall pay all development impact fees, fees required by other entities, and permit fees.
20. The applicants shall be responsible for any additional costs associated with the processing of this project including but not limited to: plan check, inspections, materials testing, construction monitoring, and other staff review and/or oversight including staff time necessary to ensure completion/satisfaction of all conditions of approval and mitigation measures. The applicants shall reimburse the City for all such costs. Project applicants shall pay all development impact fees adopted by the City Council and shall pay fees required by other entities.
21. Staff recommends, where possible, the applicants provide a ten (10) foot side yard adjacent to the garage.
22. Plan 1 and 2 models located on the court (lots 8-18) shall have a minimum patio setback of 10 feet.

AFFORDABLE HOUSING

23. An affordable housing plan/inclusionary housing agreement in conformance with the City's Inclusionary Housing Ordinance shall be reviewed by the Planning Commission and Affordable Housing Steering Committee and approved by the City Council.
24. Prior to recordation of the Final Map, an inclusionary housing agreement as approved by the City shall be prepared and executed by the applicants.

UTILITIES AND PUBLIC WORKS

25. The Developer shall comply with all aspects of the latest City of Winters Public Works Improvement Standards.
26. A signage and striping plan are required and shall be approved by the City Engineer. All striping shall be thermoplastic.
27. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
28. The Developer will be required to pay the appropriate City connection fees. All domestic water services will be metered. Water meters shall be installed on all water services to the satisfaction of the Public Works Department.
29. Grading shall be done in accordance with a grading plan prepared by the Developer's civil engineer and approved by the City Engineer. The amount of earth removed shall not exceed that specified in the approved grading plan. All grading work shall be performed in one continuous operation. The approved grading plan shall be included in the subdivision improvement plans. In addition to grading information, the approved grading plan shall indicate all existing trees and trees to be removed as a result of the proposed development, if any. No grading of the property may commence until the Developer has installed the retaining walls shown on the Improvement Plans prepared for the subdivision and approved by the City Engineer.
30. The Developer shall conform to County Health regulations and requirements for the abandonment of septic tanks and water wells, if any.
31. All electric, phone/data and cable facilities within 100 feet of the project boundary and within the project shall be installed underground and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers.
32. Joint trench/utility/composite plans shall be submitted to the City Engineer for review, prior to approval of improvement plans. Applicant shall provide design and construction for conduit and boxes suitable for broadband internet service within the joint trench. The conduit shall be coordinated with all other utilities and shown on the joint trench composite plans. The conduit and boxes are to be constructed with the joint trench and completed before certificate of occupancy is issued.
33. Water, Sewer and Storm Drainage systems shall be designed and installed to the satisfaction of the Public Works Department.

GEOLOGY

34. Upon submittal of the initial improvement plans package, the Developer shall submit a soils and geotechnical report prepared by a geotechnical engineer that fully assesses the existing site conditions, and addresses all issues regarding excavation and grading, foundations and their construction, drainage, retaining wall systems,

periodic on-site observations, and other related items involving the Project. All recommendations of the geotechnical engineer shall be incorporated into all final design and construction including foundations, grading, sewage disposal, and drainage. Final plans shall be reviewed and approved by the City Engineer prior to the issuance of a grading permit.

EASEMENTS

35. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
36. The Developer shall agree to grant all public easements as determined by the City for public purposes.
37. A 10-foot Public Utility Easement (PUE) behind right-of-way shall be dedicated along all frontages.
38. The Developer shall secure for dedication to the City from the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints ("LDS Church") an irrevocable, perpetual emergency vehicle access easement in the location as shown on the Tentative Map (the "EVA Easement"). The EVA Easement shall be in a form and content satisfactory to the City Engineer, Police Chief and Fire Chief.
39. The EVA Easement shall provide access through the LDS Church's property with the access to the subdivision separate by removable bollards as approved by the City Engineer, Police Chief and Fire Chief. In the event that Developer desires to install a gate at the access point to the subdivision through the EVA Easement, the make, model and operation of the gate shall be subject to approval by the City Engineer, Police Chief and Fire Chief. Prior to the installation of such gate, Developer shall provide evidence satisfactory to the City that a homeowners' association has been established to assume responsibility for maintenance and repair of the gate, that the homeowners association will have adequate funding for such maintenance and repair in perpetuity, and an agreement in a form approved by the City shall be entered into between the City and the homeowners association requiring the homeowners association to take responsibility for the maintenance and repair of such gate.
40. Developer shall secure for dedication to the City from the LDS Church, Public Utility, Water and Landscaping easements as more specifically shown on the Tentative Map.

LANDSCAPING AND LIGHTING

41. The Property shall be annexed into the City of Winters City-Wide Maintenance Assessment District in order to maintain and provide for the future needs of street lighting and landscaping and other related aspects of development. The Property is subject to an assessment for lighting and landscape maintenance based on the assessment methodology described in the annual Engineer's Report. The

assessment shall be the per parcel annual amount as established at the time of voting by the City Council.

42. Landscaping on the berm along the east side of the N-S roadway is on the LDS Church's property. The Developer shall obtain a right of entry to construct landscaping and shall cause the homeowners association to enter into an agreement with the LDS Church pursuant to which the homeowners association shall take responsibility for future maintenance of the landscaping in perpetuity.
43. The Improvement Plans shall include a street lighting plan that is subject to approval by the City Engineer. Streetlights shall be decorative to match what was installed with Stone's Throw subdivision.
44. Streetlight power shall be coordinated with PG&E and appropriate numbers placed on each pole, prior to final acceptance of public improvements.
45. Entry walks to individual residences shall be separated from the driveway by a landscaped area.
46. Landscaping and irrigation shall be consistent with the applicable requirements of Chapter 17.76 of the Zoning Ordinance.

REIMBURSEMENTS FOR DEVELOPER INSTALLED IMPROVEMENTS

47. Developer shall pay appropriate reimbursements for benefiting improvements installed by others in the amount and at the time specified by existing reimbursement agreements. This applies to the W Main SS Pump Station and Force Main, and Rancho Arroyo SD Pump Station.

CONSTRUCTION CONDITIONS

48. Grading shall not occur when wind speed exceeds 20 MPH over a one-hour period, construction vehicle speed on unpaved roads shall not exceed 15 MPH, and construction equipment and engines shall be properly maintained.
49. Potentially windblown materials shall be watered or covered.
50. Construction areas and streets shall be wet swept.
51. All inactive portions of the construction site that have been graded shall be seeded and watered until vegetation is grown.
52. Tarpaulins or other effective covers shall be used for haul trucks.
53. Construction practices shall minimize vehicle idling.
54. All projects shall include implementation of post-construction best management practices (BMP). Post construction BMPs shall be identified on improvements plans and approved by the City Engineer.

55. A hydrant use permit shall be obtained from the Public Works Department for the use of hydrant water during the construction.
56. Existing public and private facilities damaged during the course of construction shall be repaired by the Developer, at his sole expense, to the satisfaction of Public Works and the City Engineer.

EROSION AND SEDIMENTATION

57. The proposed drainage/water-quality ditch shown on the LDS property, which will collect and convey the on-site LDS surface flows into the city's drainage system, shall be maintained by LDS. Maintenance of the ditch shall be as-needed to facilitate unrestricted flows as-designed. Prior to approval of the improvement plans; the Applicant shall obtain a letter from LDS with a commitment for such maintenance in perpetuity.
58. The project shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Post construction Best Management Practices (BMPs) shall be identified on improvement plans.
59. A SWPPP shall be included with the improvement plans for all projects regulated by the construction general permit, to be approved by the City. The WDID# shall be included on the plans, prior to City Engineer approval.
60. Cut and fill slopes shall be in conformance with the recommendations of the soils engineer but shall in no case be steeper than 3:1 in public rights-of-way and easements and 2:1 in other areas.
61. Landscaped slopes along streets shall not exceed 3:1. Level areas having a minimum width of one (1) foot shall be required at the toe and top of said slopes.

ROADS AND STREETS

62. All proposed roads within the subdivision shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated December 2015 or as amended. If not, then a Design Exception must be approved by the City Engineer.
63. Any "No Parking" limits shall be included on the Improvement Plans, for City approval.
64. Pedestrian circulation shall be provided as shown on the Tentative Map.
65. Each residence in the cul-de-sac must be able to accommodate parking for 3 vehicles: either three (3) on-site parking spaces or two (2) on-site spaces and one (1) on-street space. The on-street space shall be along the frontage of the subject property with no more than a 10-foot overlap across the frontage of adjacent parcels.

FINAL MAP

66. Prior to final acceptance of the public improvements; the engineer or surveyor shall set sufficient durable monuments to conform to the standards described in Section 8771 of the Business and Professions Code. All monuments necessary to establish the exterior boundaries of the subdivision shall be set or referenced prior to recordation of the final map.
67. Closure calculations shall be provided at the time of initial Final Map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined, and all lot acreages shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map.
68. The Developer shall provide the City Engineer with an electronic copy and two print copies of the recorded final map from the County, prior to issuance of the first building permit.
69. The Developer shall enter into a subdivision improvement agreement with the City prior to recordation of final map.
70. Developer shall pay all development impact fees adopted by the City Council and shall pay fees required by other entities.
71. A current title report shall be submitted with the Final Map. The title report shall include the entire legal boundary of property being divided.

MISCELLANEOUS

72. Proposed improvements, including but not limited to, grading, streets, utilities, and landscape have not been reviewed in detail and are not approved at this time. The City Engineer shall review the design of all improvements, during the plan check process and that plans shall be revised, as needed, at the discretion of the City Engineer.
73. U.S. Postal Service mailbox locations shall be coordinated with the Postmaster and shown on the as-built improvement plans.
74. Prepare improvement plans for work within the public right-of-way, including an on-site grading plan, and submit them to the Public Works department for review and approval. The improvement plan sheets shall conform to the City of Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal. The Developer shall provide two sets of each improvement plan submittal for review. Upon City Engineer approval, the Developer shall provide 2 wet-stamped sets of approved improvement plans, two wet-stamped

sets of approved grading plans, and two print sets of the grading plans. The Developer shall submit the one electronic media file (PDF) of the entire set of plans.

75. The conditions as set forth in this document are not all inclusive. The Developer shall thoroughly review all city, state, and federal planning documents associated with this map and comply with all regulations, mitigations, and conditions set forth.
76. The public improvements on the improvement plans shall be constructed and accepted prior to issuance of any building permit, or as otherwise approved by the City.
77. Occupancy of residential units shall not occur until necessary public improvements (water, sewer, streets, etc.) have been accepted by the City.
78. Applicant shall obtain all required City permits (building, encroachment (City and State) for work within the public right-of-way, etc.) and pay all applicable fees (building, impact, encroachment, etc.).
79. Applicant shall be responsible to comply with all permitting requirements from federal, state, or other local agencies.
80. The Engineer shall provide two print sets and a PDF of each improvement plan submittal for review. Upon City Engineer approval, the Engineer shall provide 2 prints and a PDF of the approved plans.
81. All construction shall follow the requirements outlined by City Ordinances and the Building Codes.

RESOLUTION NO. 2019-48

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AN EIGHTEEN (18) LOT TENTATIVE SUBDIVISION MAP FOR THE CHURCH OF LATTER-DAY SAINTS (LDS) SUBDIVISION

WHEREAS, the Winters Planning Commission held a duly noticed public hearing on October 22, 2019 and November 12, 2019 to review and consider recommending to the City Council approval of the proposed Tentative Map Subdivision Map for the LDS Subdivision (APN 030-220-034) (the "Tentative Map"); and

WHEREAS, the Planning Commission found the proposed tentative map was categorically exempt from CEQA, Section 15332, Class 32, Infill-Development Project on less than five (5) acres; and

WHEREAS, following said public hearing, the Planning Commission recommended on a 6 to 0 vote that the City Council approve the Tentative Map; and

WHEREAS, on December 3, 2019, the City Council conducted a duly noticed public hearing on the Tentative Map at which time all persons wishing to testify in connection with the Tentative Map were heard and the Tentative Map was comprehensively reviewed; and

WHEREAS, the City Council has reviewed all written evidence and all oral testimony presented to date, and all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Winters, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, approves the Tentative Map for the LDS Subdivision, attached hereto as Exhibit 1, subject to the Conditions of Approval attached hereto as Exhibit 2.

PASSED AND ADOPTED, by the City Council of the City of Winters at a regular meeting on the ___ day of _____ 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

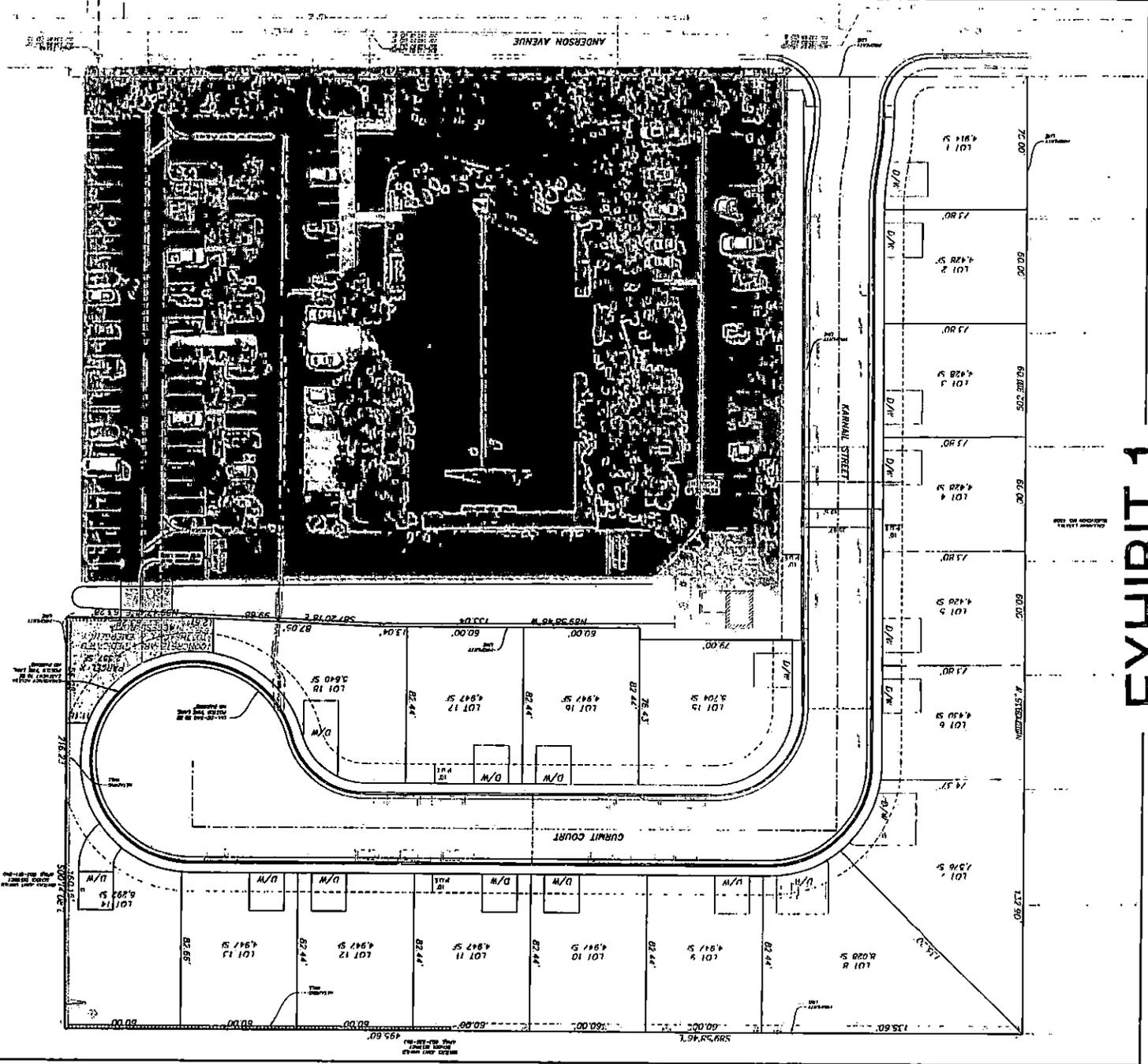
ABSENT:

Bill Biasi, Mayor
City of Winters

ATTEST:

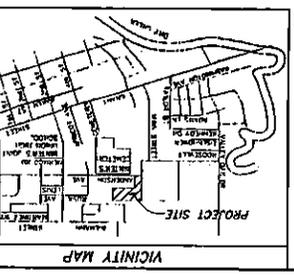
Tracy S. Jensen, City Clerk
City of Winters

EXHIBIT 1



Lot	Area
1	4,914 SF
2	4,914 SF
3	4,914 SF
4	4,914 SF
5	4,914 SF
6	4,914 SF
7	4,914 SF
8	4,914 SF
9	4,914 SF
10	4,914 SF
11	4,914 SF
12	4,914 SF
13	4,914 SF
14	4,914 SF

- NOTES
- GENERAL NOTES
- 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 11. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 12. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 13. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.
- 14. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT.



TENTATIVE MAP
TOPOGRAPHIC SURVEY FOR TENTATIVE MAP
LDS PROPERTY

LAUGELOUR AND MENKLE
 CIVIL ENGINEERS AND SURVEYORS
 1000 S. 1000 E. SUITE 100
 OGDEN, UTAH 84403
 PHONE: (435) 771-1111
 FAX: (435) 771-1112
 WWW: WWW.LAUGELOURANDMENKLE.COM

PROJECT SITE

SCALE 1" = 10'

SHEET 1 OF 4

TW-1

CITY OF WINTERS

**CITY COUNCIL
CONDITIONS OF APPROVAL FOR LDS TENTATIVE MAP
December 3, 2019**

The following conditions of approval are required to be satisfied by the applicants/developers prior to final map, unless otherwise stated.

GENERAL

1. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicants shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an 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 applicants shall defend such action at applicants' sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicants 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 of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicants shall not be required to pay or perform any settlement unless the subdivider in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.
2. All conditions identified herein shall be fully satisfied prior to acceptance of the Final Map unless otherwise stated.
3. The project is as described in the November 12, 2019 Planning Commission staff report. The project shall be constructed as depicted on the maps and exhibits included in the November 12, 2019 Planning Commission staff report, except as modified by these conditions of approval. Substantive modifications require a public hearing and Council action.

GENERAL PLAN REQUIREMENTS

4. Pursuant to General Plan Policy II.D.4 and IV.A.1 necessary public facilities and services shall be available prior to the first occupancy of the project.
5. Pursuant to General Plan Policy IV.A.4 (second sentence), the developer shall pay in-lieu fees for the increment of parkland not provided on site, or at the City's discretion may construct needed improvements according to City specification in lieu of paying the fees.

6. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up.
7. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.
8. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.
9. Pursuant to General Plan Policy VI.A.6, grading shall be carried out during dry months, when possible. Areas not graded shall be disturbed as little as possible. Construction and grading areas, as well as soil stockpiles, should be covered or temporarily revegetated when left for long periods. Revegetation of slopes shall be carried out immediately upon completion of grading. Temporary drainage structures and sedimentation basins must be installed to prevent sediment from entering and thereby degrading the quality of downstream surface waters, particularly Putah Creek. The full cost of any necessary mitigation measures shall be borne by the project creating the potential impacts. Pursuant to General Plan Policy VII.B.3, should the City allow any grading to occur during the rainy season, conditions shall be implemented to ensure that silt is not conveyed to the storm drainage system.
10. Pursuant to General Plan Policy VI.E.6, construction-related dust shall be minimized. Dust control measures shall be specified and included as requirements of the contractor(s) during all phases of construction of this project and shall be included as a part of the required construction mitigation plan for the project.
11. Pursuant to General Plan Policy VII.A.1, VII.A.2, and VII.C.4 all site work and construction activities shall be in accordance with the requirements of the City, and other applicable local, regional, state, and federal regulations.
12. Pursuant to General Plan Policy VII.C.1, necessary water service, fire hydrants, and access roads shall be provided to the satisfaction of the Fire Chief and Fire Protection District standards.
13. Pursuant to General Plan Policy VII.C.2, a minimum fire-flow rate of 1,500 gallons per minute is required for all residential uses.
14. Pursuant to General Plan Policy VIII.D.2, street trees shall be planted along all streets, in accordance with the City's Street Tree Plan and Standards. There shall be a minimum of one street tree in the center front of each single-family lot, and on both frontages for corner lots. All trees shall be of a type on the approved street tree list and shall be a minimum of fifteen (15) gallons in size with a mature tree canopy of at least a thirty-foot diameter within five years.

15. Pursuant to General Plan Policy VIII.D.7, all lighting including street lighting, shall be designed, installed, and maintained to minimize excess light spillage, unnecessary brightness and glare, and degradation of night sky clarity.

COMMUNITY DEVELOPMENT AND BUILDING

16. Construction activities shall be limited to 7:00 am to 7:00 pm, Monday through Friday only (holidays excluded) in compliance with the City's Noise Ordinance and Standard Specifications.
17. Foundations shall be poured in place, onsite. No pre-cast foundations will be permitted. This shall be stipulated in all construction contracts.
18. Address numbering shall be plainly visible from public view using lettering that is a minimum of four inches in high with contrasting colors. Naming of streets and address numbering shall be completed by a committee comprised of the Community Development Department, the Fire District, the Police Department, and the Postal Service.
19. The applicants shall pay all development impact fees, fees required by other entities, and permit fees.
20. The applicants shall be responsible for any additional costs associated with the processing of this project including but not limited to: plan check, inspections, materials testing, construction monitoring, and other staff review and/or oversight including staff time necessary to ensure completion/satisfaction of all conditions of approval and mitigation measures. The applicants shall reimburse the City for all such costs. Project applicants shall pay all development impact fees adopted by the City Council and shall pay fees required by other entities.
21. Staff recommends, where possible, the applicants provide a ten (10) foot side yard adjacent to the garage.
22. Plan 1 and 2 models located on the court (lots 8-18) shall have a minimum patio setback of 10 feet.

AFFORDABLE HOUSING

23. An affordable housing plan/inclusionary housing agreement in conformance with the City's Inclusionary Housing Ordinance shall be reviewed by the Planning Commission and Affordable Housing Steering Committee and approved by the City Council.
24. Prior to recordation of the Final Map, an inclusionary housing agreement as approved by the City shall be prepared and executed by the applicants.

UTILITIES AND PUBLIC WORKS

25. The Developer shall comply with all aspects of the latest City of Winters Public Works Improvement Standards.
26. A signage and striping plan are required and shall be approved by the City Engineer. All striping shall be thermoplastic.
27. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
28. The Developer will be required to pay the appropriate City connection fees. All domestic water services will be metered. Water meters shall be installed on all water services to the satisfaction of the Public Works Department.
29. Grading shall be done in accordance with a grading plan prepared by the Developer's civil engineer and approved by the City Engineer. The amount of earth removed shall not exceed that specified in the approved grading plan. All grading work shall be performed in one continuous operation. The approved grading plan shall be included in the subdivision improvement plans. In addition to grading information, the approved grading plan shall indicate all existing trees and trees to be removed as a result of the proposed development, if any. No grading of the property may commence until the Developer has installed the retaining walls shown on the Improvement Plans prepared for the subdivision and approved by the City Engineer.
30. The Developer shall conform to County Health regulations and requirements for the abandonment of septic tanks and water wells, if any.
31. All electric, phone/data and cable facilities within 100 feet of the project boundary and within the project shall be installed underground and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers.
32. Joint trench/utility/composite plans shall be submitted to the City Engineer for review, prior to approval of improvement plans. Applicant shall provide design and construction for conduit and boxes suitable for broadband internet service within the joint trench. The conduit shall be coordinated with all other utilities and shown on the joint trench composite plans. The conduit and boxes are to be constructed with the joint trench and completed before certificate of occupancy is issued.
33. Water, Sewer and Storm Drainage systems shall be designed and installed to the satisfaction of the Public Works Department.

GEOLOGY

34. Upon submittal of the initial improvement plans package, the Developer shall submit a soils and geotechnical report prepared by a geotechnical engineer that fully assesses the existing site conditions, and addresses all issues regarding excavation and grading, foundations and their construction, drainage, retaining wall systems,

periodic on-site observations, and other related items involving the Project. All recommendations of the geotechnical engineer shall be incorporated into all final design and construction including foundations, grading, sewage disposal, and drainage. Final plans shall be reviewed and approved by the City Engineer prior to the issuance of a grading permit.

EASEMENTS

35. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
36. The Developer shall agree to grant all public easements as determined by the City for public purposes.
37. A 10-foot Public Utility Easement (PUE) behind right-of-way shall be dedicated along all frontages.
38. The Developer shall secure for dedication to the City from the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints ("LDS Church") an irrevocable, perpetual emergency vehicle access easement in the location as shown on the Tentative Map (the "EVA Easement"). The EVA Easement shall be in a form and content satisfactory to the City Engineer, Police Chief and Fire Chief.
39. The EVA Easement shall provide access through the LDS Church's property with the access to the subdivision separate by removable bollards as approved by the City Engineer, Police Chief and Fire Chief. In the event that Developer desires to install a gate at the access point to the subdivision through the EVA Easement, the make, model and operation of the gate shall be subject to approval by the City Engineer, Police Chief and Fire Chief. Prior to the installation of such gate, Developer shall provide evidence satisfactory to the City that a homeowners' association has been established to assume responsibility for maintenance and repair of the gate, that the homeowners association will have adequate funding for such maintenance and repair in perpetuity, and an agreement in a form approved by the City shall be entered into between the City and the homeowners association requiring the homeowners association to take responsibility for the maintenance and repair of such gate.
40. Developer shall secure for dedication to the City from the LDS Church, Public Utility, Water and Landscaping easements as more specifically shown on the Tentative Map.

LANDSCAPING AND LIGHTING

41. The Property shall be annexed into the City of Winters City-Wide Maintenance Assessment District in order to maintain and provide for the future needs of street lighting and landscaping and other related aspects of development. The Property is subject to an assessment for lighting and landscape maintenance based on the assessment methodology described in the annual Engineer's Report. The

assessment shall be the per parcel annual amount as established at the time of voting by the City Council.

42. Landscaping on the berm along the east side of the N-S roadway is on the LDS Church's property. The Developer shall obtain a right of entry to construct landscaping and shall cause the homeowners association to enter into an agreement with the LDS Church pursuant to which the homeowners association shall take responsibility for future maintenance of the landscaping in perpetuity.
43. The Improvement Plans shall include a street lighting plan that is subject to approval by the City Engineer. Streetlights shall be decorative to match what was installed with Stone's Throw subdivision.
44. Streetlight power shall be coordinated with PG&E and appropriate numbers placed on each pole, prior to final acceptance of public improvements.
45. Entry walks to individual residences shall be separated from the driveway by a landscaped area.
46. Landscaping and irrigation shall be consistent with the applicable requirements of Chapter 17.76 of the Zoning Ordinance.

REIMBURSEMENTS FOR DEVELOPER INSTALLED IMPROVEMENTS

47. Developer shall pay appropriate reimbursements for benefiting improvements installed by others in the amount and at the time specified by existing reimbursement agreements. This applies to the W Main SS Pump Station and Force Main, and Rancho Arroyo SD Pump Station.

CONSTRUCTION CONDITIONS

48. Grading shall not occur when wind speed exceeds 20 MPH over a one-hour period, construction vehicle speed on unpaved roads shall not exceed 15 MPH, and construction equipment and engines shall be properly maintained.
49. Potentially windblown materials shall be watered or covered.
50. Construction areas and streets shall be wet swept.
51. All inactive portions of the construction site that have been graded shall be seeded and watered until vegetation is grown.
52. Tarpaulins or other effective covers shall be used for haul trucks.
53. Construction practices shall minimize vehicle idling.
54. All projects shall include implementation of post-construction best management practices (BMP). Post construction BMPs shall be identified on improvements plans and approved by the City Engineer.

55. A hydrant use permit shall be obtained from the Public Works Department for the use of hydrant water during the construction.
56. Existing public and private facilities damaged during the course of construction shall be repaired by the Developer, at his sole expense, to the satisfaction of Public Works and the City Engineer.

EROSION AND SEDIMENTATION

57. The proposed drainage/water-quality ditch shown on the LDS property, which will collect and convey the on-site LDS surface flows into the city's drainage system, shall be maintained by LDS. Maintenance of the ditch shall be as-needed to facilitate unrestricted flows as-designed. Prior to approval of the improvement plans; the Applicant shall obtain a letter from LDS with a commitment for such maintenance in perpetuity.
58. The project shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Post construction Best Management Practices (BMPs) shall be identified on improvement plans.
59. A SWPPP shall be included with the improvement plans for all projects regulated by the construction general permit, to be approved by the City. The WDID# shall be included on the plans, prior to City Engineer approval.
60. Cut and fill slopes shall be in conformance with the recommendations of the soils engineer but shall in no case be steeper than 3:1 in public rights-of-way and easements and 2:1 in other areas.
61. Landscaped slopes along streets shall not exceed 3:1. Level areas having a minimum width of one (1) foot shall be required at the toe and top of said slopes.

ROADS AND STREETS

62. All proposed roads within the subdivision shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated December 2015 or as amended. If not, then a Design Exception must be approved by the City Engineer.
63. Any "No Parking" limits shall be included on the Improvement Plans, for City approval.
64. Pedestrian circulation shall be provided as shown on the Tentative Map.
65. Each residence in the cul-de-sac must be able to accommodate parking for 3 vehicles: either three (3) on- site parking spaces or two (2) on-site spaces and one (1) on-street space. The on-street space shall be along the frontage of the subject property with no more than a 10-foot overlap across the frontage of adjacent parcels.

FINAL MAP

66. Prior to final acceptance of the public improvements; the engineer or surveyor shall set sufficient durable monuments to conform to the standards described in Section 8771 of the Business and Professions Code. All monuments necessary to establish the exterior boundaries of the subdivision shall be set or referenced prior to recordation of the final map.
67. Closure calculations shall be provided at the time of initial Final Map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined, and all lot acreages shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map.
68. The Developer shall provide the City Engineer with an electronic copy and two print copies of the recorded final map from the County, prior to issuance of the first building permit.
69. The Developer shall enter into a subdivision improvement agreement with the City prior to recordation of final map.
70. Developer shall pay all development impact fees adopted by the City Council and shall pay fees required by other entities.
71. A current title report shall be submitted with the Final Map. The title report shall include the entire legal boundary of property being divided.

MISCELLANEOUS

72. Proposed improvements, including but not limited to, grading, streets, utilities, and landscape have not been reviewed in detail and are not approved at this time. The City Engineer shall review the design of all improvements, during the plan check process and that plans shall be revised, as needed, at the discretion of the City Engineer.
73. U.S. Postal Service mailbox locations shall be coordinated with the Postmaster and shown on the as-built improvement plans.
74. Prepare improvement plans for work within the public right-of-way, including an on-site grading plan, and submit them to the Public Works department for review and approval. The improvement plan sheets shall conform to the City of Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal. The Developer shall provide two sets of each improvement plan submittal for review. Upon City Engineer approval, the Developer shall provide 2 wet-stamped sets of approved improvement plans, two wet-stamped

sets of approved grading plans, and two print sets of the grading plans. The Developer shall submit the one electronic media file (PDF) of the entire set of plans.

75. The conditions as set forth in this document are not all inclusive. The Developer shall thoroughly review all city, state, and federal planning documents associated with this map and comply with all regulations, mitigations, and conditions set forth.
76. The public improvements on the improvement plans shall be constructed and accepted prior to issuance of any building permit, or as otherwise approved by the City.
77. Occupancy of residential units shall not occur until necessary public improvements (water, sewer, streets, etc.) have been accepted by the City.
78. Applicant shall obtain all required City permits (building, encroachment (City and State) for work within the public right-of-way, etc.) and pay all applicable fees (building, impact, encroachment, etc.).
79. Applicant shall be responsible to comply with all permitting requirements from federal, state, or other local agencies.
80. The Engineer shall provide two print sets and a PDF of each improvement plan submittal for review. Upon City Engineer approval, the Engineer shall provide 2 prints and a PDF of the approved plans.
81. All construction shall follow the requirements outlined by City Ordinances and the Building Codes.

ORDINANCE NO. 2019-05

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
REZONING LDS SUBDIVISION (APN 030-220-034) TO ADD A PLANNED
DEVELOPMENT (PD) OVERLAY ZONE AND ADOPTING PD OVERLAY ZONE
REGULATIONS**

WHEREAS, the City received an application from Crowne Communities (Developer) and the Church of Latter-Day Saints (Property Owner) requesting that the City consider a rezoning of that certain property located north of Anderson Avenue and east of West Main Street in the City of Winters, known as APN No. 030-220-034 (the "LDS Subdivision") to adopt a PD Overlay Zone on the LDS Subdivision that would implement certain PD Overlay Permit Regulations that would apply to such property (the "Zoning Amendment"); and

WHEREAS, the Winters Planning Commission held a duly noticed public hearing on October 22, 2019 and November 12, 2019 to review and consider recommendation to the City Council of the proposed zoning amendment; and

WHEREAS, following said public hearing, the Planning Commission recommended on a 6 to 0 vote that the City Council approve the Zoning Amendment; and

WHEREAS, on December 3, 2019, the City Council conducted a duly noticed public hearing on the Zoning Amendment at which time all persons wishing to testify in connection with the Zoning Amendment were heard and the Zoning Amendment was comprehensively reviewed; and

WHEREAS, the City Council has reviewed all written evidence and all oral testimony presented to date, and all other legal prerequisites to the adoption of this Ordinance have occurred;

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

1. Purpose. The purpose of this ordinance is to rezone the property known as the LDS Subdivision (APN 030-220-034) by adding a Planned Development Overlay Zone to the existing R-1 Single Family Residential Zoning.

2. Findings. Based on the evidence presented to the City Council on or before the public hearing on the Zoning Amendment, the City Council hereby makes the following findings in conformance with Section 17.48.060 of the Winters Municipal Code:

a. The Zoning Amendment and the development of the LDS Subdivision is consistent with the general plan and the purposes of Chapter 17.48 of the Winters Municipal Code.

b. The Zoning Amendment and the proposed development of the LDS Subdivision as contemplated herein complies with the applicable provisions of the R-1 zoning districts, except for certain reductions to the setbacks, which will allow for the development of smaller units that are more affordable by design and meet a need for housing that in the City of Winters that is more affordable to working families and first time homebuyers.

c. The proposed development is desirable to the public comfort and convenience as it provides new housing consistent with the City's General Plan, that will accommodate a need for smaller, affordable by design units in the City, and will be built on an in-fill site that will accommodate housing within the City limits and help to limit future outward expansion to meet the City's housing needs.

d. The requested development plan will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety or general welfare in that it will allow for development of 18 residential units on property designated and zoned for residential use consistent with the allowable density for the site, with only minor reductions in the setbacks for certain lots within the proposed development.

e. Adequate utilities, access roads, sanitation and/or necessary facilities and services will be provided, or available, and such requirements are conditions of approval for the tentative subdivision map being considered for such development.

f. The development will not create an adverse fiscal impact for the City in providing necessary services as the development is consistent with the contemplates zoning and land use designations for such site, with the City anticipating that residential units would be prepared for such site.

3. Authority. The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution and Chapter 17.48 of the Winters Municipal Code.

3. Rezoning. The subject property is hereby rezoned as shown on Exhibit A, attached hereto and incorporated herein by this reference to rezone APN 030-220-034 by adding a PD Overlay Zone to said property.

4. Adoption of PD Overlay Permit. A PD Overlay Permit is hereby approved which permits the setbacks as set forth in Exhibit B, attached hereto and incorporated herein. All other zoning requirements within this PD Overlay Zone shall be as set forth in the underlying R-1 zoning for this site.

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

INTRODUCED at a regular meeting on the 3rd day of December 2019 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the 17th day of December 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Bill Biasi, Mayor

ATTEST:

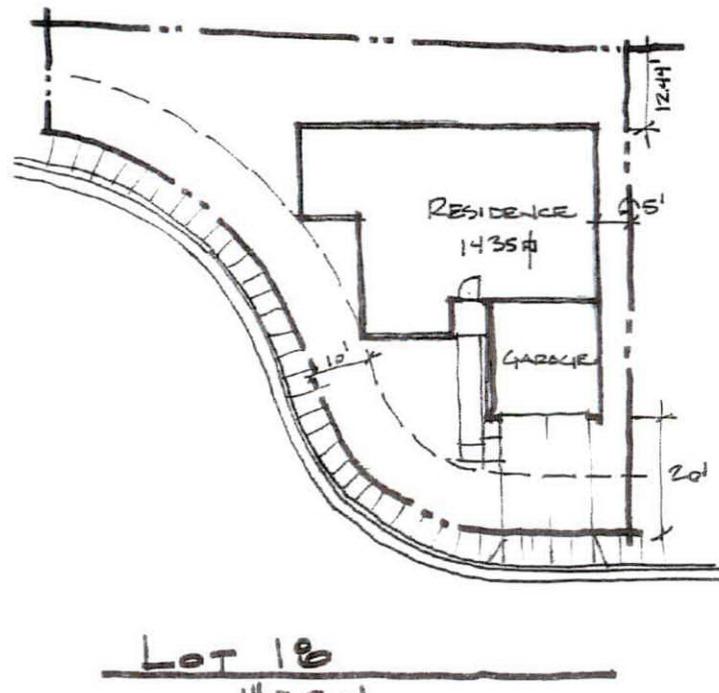
Tracy S. Jensen, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

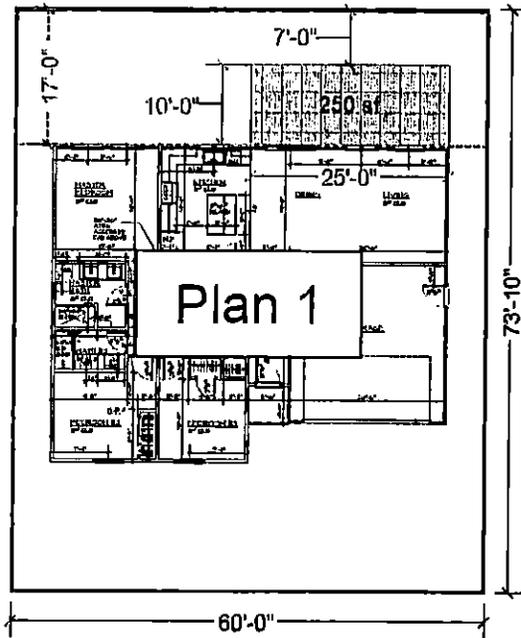
PD OVERLAY SETTBCKS REQUESTED (per lot)

LOT NUMBER	LOT FOOTAGE	LOT TYPE	MIN FRONT SETBACK (to garage)	MIN FRONT SETBACK (to Living Area)	SIDEYARD SETBACK (Garage Side)	SIDEYARD SETBACK (Other Side)	MIN REAR YARD SETBACK
Lot 01	4,914	corner	20 Feet	13 Feet	5 Feet	14 Feet	14 Feet
Lot 02	4,428	interior	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 03	4,428	interior	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 04	4,428	interior	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 05	4,428	interior	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 06	4,430	interior	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 07	7,576	knuckle	20 Feet	15 Feet	5 Feet	5 Feet	14 Feet
Lot 08	8,028	knuckle	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 09	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 10	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 11	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 12	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 13	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 14	6,292	culdesac	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 15	5,704	corner	20 Feet	13 Feet	5 Feet	13 Feet	14 Feet
Lot 16	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 17	4,947	interior	20 Feet	15 Feet	5 Feet	5 Feet	17 Feet
Lot 18	5,640	culdesac	20 Feet	10 Feet	5 Feet	10 Feet	12 Feet

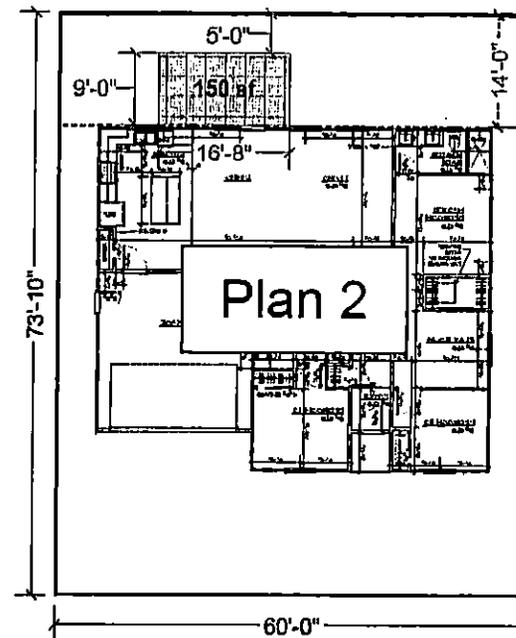


Shandala Estates - PD OVERLAY SETBACKS (for patio covers)

LOT #	LOT FOOTAGE	PLAN OPTIONS	Lot Coverage			Max Patio Cover Flg	Total Coverage	COVERAGE PERCENTAGE	Patio Cover Min Setbacks	
			Living Area	Garage	Porch				Rear	Side
1	4914	Plan 1	1457	395	24	250	2126	43.26%	7	5
		Plan 2	1657	392	25	150	2224	45.26%	5	
2, 3, 4, & 5	4428	Plan 1	1457	395	24	250	2126	48.01%	7	5
		Plan 2	1657	392	25	150	2224	50.23%	5	
6	4430	Plan 1	1457	395	24	250	2126	47.99%	7	5
		Plan 2	1657	392	25	150	2224	50.20%	5	



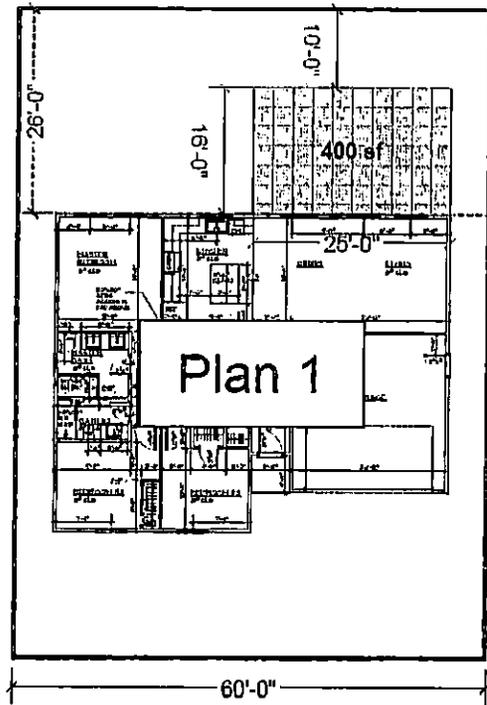
Karnail Street



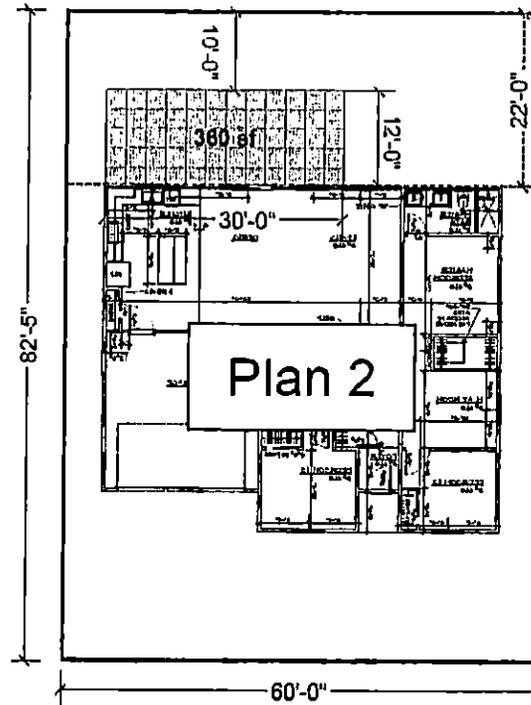
Karnail Street

Shandala Estates - PD OVERLAY SETBACKS (for patio covers)

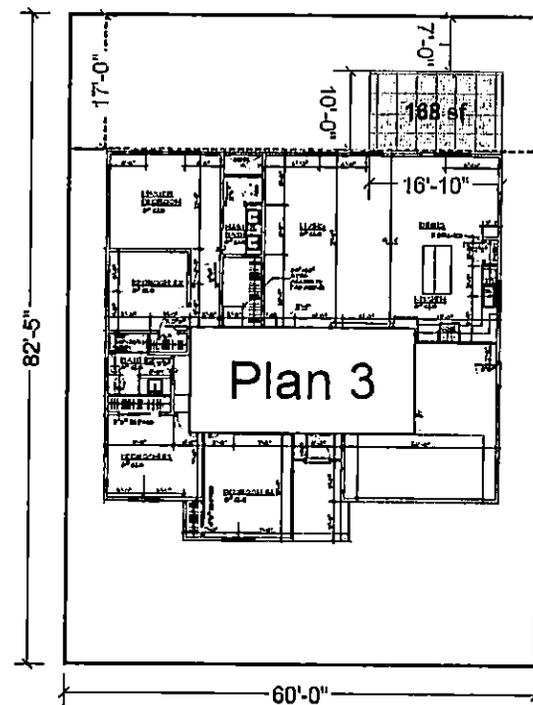
LOT #	LOT FOOTAGE	PLAN OPTIONS	Lot Coverage			Max Patio Cover Ftg	Total Coverage	COVERAGE PERCENTAGE	Patio Cover Min Setbacks	
			Living Area	Garage	Porch				Rear	Side
9, 10, 11, 12, 13, 16, & 17	4947	Plan 1	1457	395	24	400	2276	46.01%	10	5
		Plan 2	1657	392	25	360	2434	49.20%	10	
		Plan 3	1845	395	65	168	2473	49.99%	7	
14	6292	Plan 1	1457	395	24	400	2276	36.17%	10	5
		Plan 2	1657	392	25	360	2434	38.68%	10	
		Plan 3	1845	395	65	168	2473	39.30%	7	



Gurmit Court



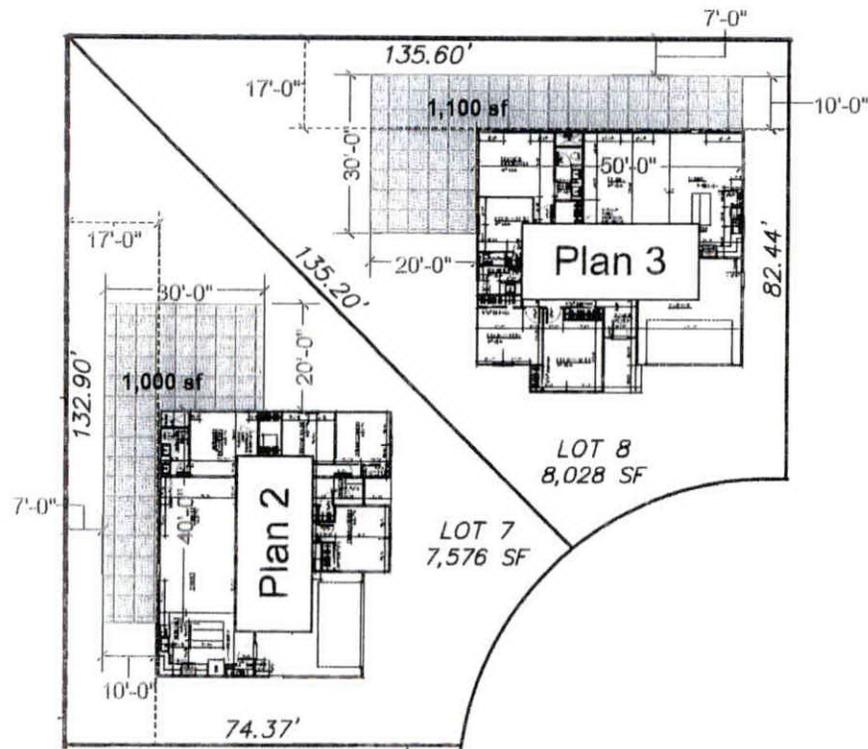
Gurmit Court



Gurmit Court

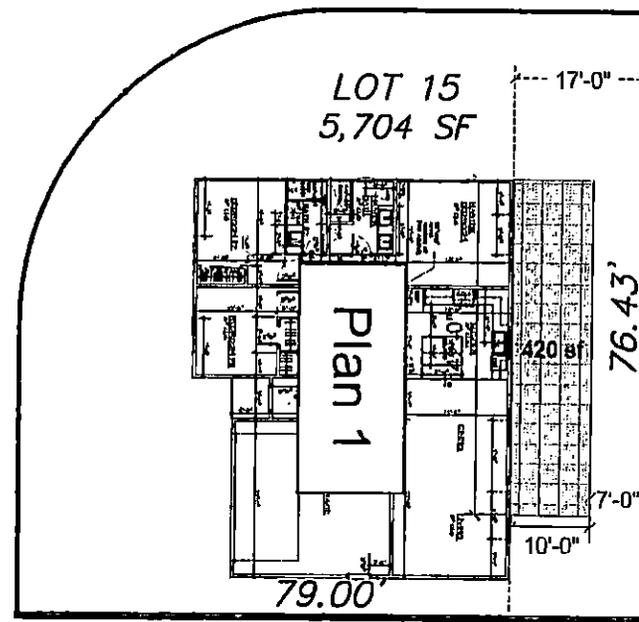
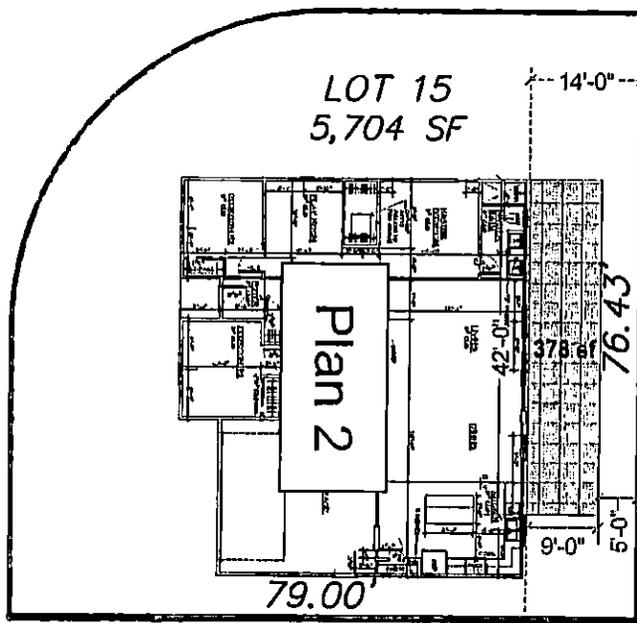
Shandala Estates - PD OVERLAY SETBACKS (for patio covers)

LOT #	LOT FOOTAGE	PLAN OPTIONS	Lot Coverage			Max Patio Cover Ftg	Total Coverage	COVERAGE PERCENTAGE	Patio Cover Min Setbacks	
			Living Area	Garage	Porch				Rear	Side
7	7576	Plan 2	1657	392	25	1,000	3074	40.58%	7	5
8	8028	Plan 3	1845	395	65	1,100	3405	42.41%	7	5



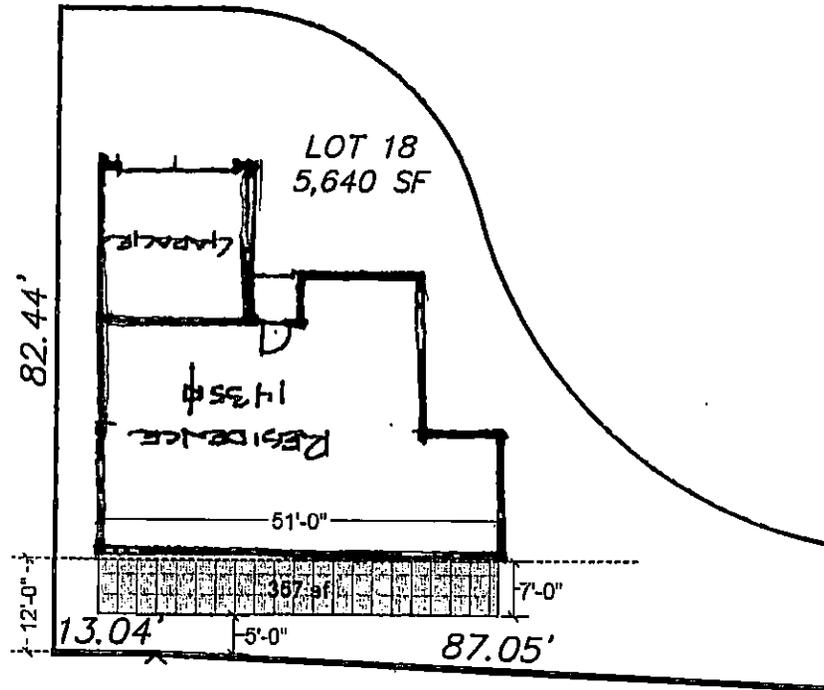
Shandala Estates - PD OVERLAY SETBACKS (for patio covers)

LOT #	LOT FOOTAGE	PLAN OPTIONS	Lot Coverage			Max Patio Cover Ftg	Total Coverage	COVERAGE PERCENTAGE	Patio Cover Min Setbacks	
			Living Area	Garage	Porch				Rear	Side
15	5704	Plan 1	1457	395	24	420	2296	40.25%	7	5
		Plan 2	1657	392	25	378	2452	42.99%	5	5



Shandala Estates - PD OVERLAY SETBACKS (for patio covers)

LOT #	LOT FOOTAGE	PLAN. OPTIONS	Lot Coverage:			Max Patio Cover Flg	Total Coverage	COVERAGE PERCENTAGE	Patio Cover Min Setbacks	
			Living Area	Garage	Porch				Rear	Side
18	5640	Pending	1435	400	30	357	2222	39.40%	5	5



RESOLUTION NO. 2019-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS DENYING AN EIGHTEEN (18) LOT TENTATIVE SUBDIVISION MAP FOR THE CHURCH OF LATTER-DAY SAINTS (LDS) SUBDIVISION

WHEREAS, the Winters Planning Commission held a duly noticed public hearing on November 12, 2019 to review and consider recommending to the City Council approval of a proposed Tentative Subdivision Map for the LDS Subdivision (APN 030-220-034) (the "Tentative Map"); and

WHEREAS, due to the property's unusual shape, the Tentative Map proposed smaller lots with non-conforming setbacks that do not conform to the City's current zoning requirements, and thus the Tentative Map was considered alongside a proposed planned development (PD) zoning overlay; and

WHEREAS, the Winters City Council received the Planning Commission's recommendation on the proposed Tentative Map and PD zoning overlay and held a duly noticed public hearing on December 3, 2019; and

WHEREAS, after significant discussion, the City Council did not approve the PD zoning overlay and Tentative Map and instead continued the matter to December 17, 2019 to allow for further discussion of the applicant's proposal, and for purposes of preparing the appropriate findings for denial of the tentative subdivision map, consistent with discussion and concerns raised during the public hearing; and

WHEREAS, absent the requested PD zoning overlay, the Tentative Map and the design or improvement of the proposed subdivision is not consistent with the City's zoning requirements, as the garage side yard setbacks for all 18 lots, the "other side" side yard set back for lots 1, 15 and 18, and the rear yard setbacks for all 18 lots are all inconsistent with the City's Zoning Code as applied to the Site; and

WHEREAS, the City Council did not believe that the proposed PD zoning overlay would provide a clear benefit for the City, nor did the City Council believe that the proposed PD zoning overlay would ensure adequate standards relating to the public health, safety, welfare, comfort and convenience; and

WHEREAS, the City Council therefore did not adopt the PD zoning overlay; and

WHEREAS, the City Council therefore denies the Tentative Map pursuant to the reasons set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Winters, denies the Tentative Map for the LDS Subdivision as follows:

1. The Tentative Map proposes creating small lots that are substandard in size and contain non-conforming and inconsistent setbacks, including reduced side, and rear

setbacks. Accordingly, the Tentative Map and its proposed design is not consistent with the City's zoning requirements and applicable general and specific plans.

2. The Tentative Map as proposed shall be denied pursuant to Government Code section 66474, subdivisions (a) and (b), and Winters Municipal Code section 16.01.090(D)(1). This Resolution is effective immediately.

PASSED AND ADOPTED, by the City Council of the City of Winters at a regular meeting of the Council on the 17th Day of December 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bill Biasi, Mayor
City of Winters

ATTEST:

Tracy S. Jensen, City Clerk
City of Winters



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: December 17, 2019
THROUGH: John W. Donlevy, Jr., City Manager *John*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: RFP for Water and Sewer Rate Study

RECOMMENDATION:

Staff recommends that the City Council do the following:

1. Review the proposed RFP for Water and Sewer Rate Study
2. Direct staff to issue the RFP vial website, email and US Mail to interested parties.
3. Direct staff to receive and review the responses to the RFP
4. Direct staff to interview consultants responding to the RFP
5. Direct staff to bring a recommendation to the City Council for the selection of a consultant to perform the Water and Sewer Rate Study for approval.

BACKGROUND:

The City refunding the 2007 Water Bonds and 2007 Sewer Bonds in 2018 as a means of saving on interest costs and overall debt service costs to the Water and Sewer funds. As a part of that refunding process, the City adjusted water and sewer rates to be sure that all the bond covenants could be met. This rate adjustments were calculated by City Staff for a very short term solution to the funding of the individual enterprise funds. The City agreed to have a Water and Sewer Rate Study performed during the 2019-2020 fiscal year. The issuance of this RFP is the first step in getting a Water and Sewer Rate Study underway.

FISCAL IMPACT:

Unknown at this time, however, costs for the Rate Study will be paid out of the Water and Sewer O&M funds on a proportional basis

ATTACHMENTS

Proposed RFP



City of Winters, California
Department of Financial Management

Request for Proposal (RFP)
Water and Sewer Utility Rate Study

Issued on December 18, 2019

RFPS Due:
January 27, 2020 at 3:00 PM
Late Proposals will not be accepted

Contact:
Shelly Gunby, Director of Financial Management
530-794-6704
shelly.gunby@cityofwinters.org

Section I. Introduction

The City of Winters is soliciting proposals from qualified and licensed consultants to provide utility rate study service to the Department of Financial Management. All necessary and anticipated costs should be included in the proposals.

Copies of this Request for Proposal are available on line at _____
All addenda related to this procurement will be posted on the City's website.

Section II Definitions

Term	Defintion
Proposer; Consultant	Any person or company submitting a proposal in response to this Request for Proposal
City	City of Winters
City Council	City Council for the City of Winters
Proposal	A Proposer's document in response to the City's RFP
RFP	This Request for Proposal "Water and Sewer Utility Rate Study
Successful Proposer	The proposer that is selected by the City of Winters through this Request for Proposal process to provide the service specified in the Scope of Service herein

Section III Attachments

- Attachment A-2019-2020 Water and Sewer Rate Study Scope
- Attachment B-Proposal Pricing Form
- Attachment C-Reference List
- Attachment D-Sample Agreement for Professional Services.

Section IV Timeline

Action	Date
RFP Release Date	December 18, 2019
Deadline for questions/clarifications	January 6, 2020 3:00 PM
Answers to questions released	January 13, 2020
RFP Submittal Deadline	January 27, 2020 by 3:00 PM
Successful Proposer Notification	February 2020
Contract Award	Month of March 2020
Notice to Proceed	Month of March 2020

Section V Instructions to Proposers

A. Examination of Proposal Documents

Before submitting a proposal, Proposers should read this RFP carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Proposer that:

- Proposer has carefully read and fully understands the information provided by the City to serve as the basis for submission of the proposal;
- Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- All information contained in the proposal is true and correct.
- Proposer guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude City from obtaining the lowest possible competitive price so that City may accomplish its goal of a sound economical operation and RFP;
- Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, Proposer grants the City permission to make these inquiries and the Proposer will provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

B. Required Proposal Submission Documents

As a part of their proposal submission, Proposers shall submit the following documents.

Documents to Submit	Comments
Page 11 of RFP	Must be filled out completely and signed
Proposal Pricing Form	Must be filled out completely and signed
Reference List	Must be filled out completely
Agreement for Profession Services	Include all pages-please do not fill in blank spaces
Addenda, if any	Must be signed.

C. Proposals Submittal Deadline and Location

Proposals are due on or before **Monday , January 27, 2020 at 3:00 PM PST**. Proposer shall hand deliver or mail three (3) copies of its proposal in a sealed envelope to:

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

Sealed proposals must bear the Proposer's name and address and be clearly marked
**"SEALED PROPOSAL FOR WATER AND SEWER UTILITY RATE STUDY DUE 3:00 PM PST MONDAY,
JANUARY 27, 2020.**

Late Proposers will not be considered.

D. Withdrawal of Proposals

Any Proposer may withdraw his or her proposal by written request, addressed to the City contact specified in Section XV at any time prior to the Proposal Submittal Deadline.

Section VI Scope of Services

See Attachment A for scope of services.

A. Term

The successful Proposer will be awarded an agreement that shall expire upon successful completion of all services.

B. Invoicing

Consultant will submit monthly invoices to; City of Winters, Attn: Shelly A. Gunby, Director of Financial Management, 318 First Street, Winters, CA 95694

C. Payment

If a contract is awarded, the method of payment to the Successful Proposer shall be based on hourly labor rates with a maximum "not to exceed" per task fee as set by the Successful Proposer in the proposal or as negotiated between the Successful Proposer and the City. Payment will be made within 30 days of receipt of an accurate invoice. Payment will be made no more frequently than monthly.

D. City of Winters Business License

The Successful Proposer must either possess a current, valid City of Winters business license or have submitted a City of Winters business license application and fee at the time of contract award. Business License information can be found on the City of Winters website.

E. Proposal Cost

The consultant must complete, sign and submit Attachment B – Proposal Pricing Form with Consultants proposal. All pricing must be inclusive, and include all labor, transportation, and other costs necessary for all tasks listed in this Scope of Services. Provision of this information assists the City in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided; and provide City staff with tools to negotiate the final cost.

The Consultant acknowledges that by submitting a proposal, the Consultant's proposed pricing is bound for 90 days after the Proposal Submittal Deadline.

Section VII Terms and Conditions

The terms and conditions set forth in Attachment D – Sample Agreement for Professional Services will apply to any contract resulting from this RFP.

Section VIII Review and Selection Process

City staff will evaluate the Proposals based on the following criteria:

- Quality and completeness of Proposals;
- Quality, performance, and effectiveness of service to be provided by the Proposer;
- Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- Cost to the City (Proposal price alone will not be the sole determining factor);
- Proposer's ability to perform the work within the time specified;
- Proposer's prior record of performance (including safety record) with City or other entity; and
- Proposer's compliance with applicable laws, regulations, policies, (including City Council Policies), guidelines and orders governing prior or existing contracts performed by Proposer.

Section IX Rights of the City

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Request for Proposals;
- Postpone contract start date for its own convenience;
- Approve or disapprove the use of sub-consultants;
- Cancel the RFP and reject any and all quotations in whole or in part when it is in the best interest of the City;
- Waive informalities and irregularities in the proposals; and
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be valid or binding on the City unless and until it is executed by authorized representatives of the City and of the Proposer.

Section X Public Nature of Proposal Materials

Ownership of data, materials, and documents originated and prepared for the City pursuant to this Request for Proposal shall belong exclusively to the City and be subject to public inspection in accordance with the California Public Records Act and any other applicable government transparency laws. Trade secrets or other proprietary information submitted by a Proposer shall not be subject to public disclosure under the California Public Records Act, however, the Proposer must invoke its protections at the time the data, material or documents are submitted. The Proposer must specifically identify the data, materials, or documents to be protected by highlighting them and marking them plainly as "Confidential", "Trade Secret" or "Proprietary" and state the reason the protection is necessary within the Proposal, including citation to specific laws and supporting caselaw, if any, and a statement signed by legal counsel for the Proposer has made the determination that the request for such non-disclosure is legally appropriate and that the Proposer understands and acknowledges that Proposer is obliged to defend its alleged right to non-disclosure and hold harmless the City for all damages, costs and fees. Further, the classification of an entire proposal document, line item prices and/or total proposal price as a proprietary or trade secret is not acceptable and may be deemed non-responsive and result in rejection of the Proposal. Although the California Public Records Act recognized that certain confidential trade secret information may be protected from disclosure, the City may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked as "Confidential," "Trade Secret", or "Proprietary", the City shall make a reasonable good faith effort to provide the Proposer who submitted the information with notice such that the Proposer may seek protection from disclosure by a court of competent jurisdiction.

Section XI No Collusion

By submitting a proposal, each Proposer represents, warrants, and guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude the City from obtaining the lowest possible competitive price from a qualified proposer so that the City may accomplish its goal of a sound economical operation.

Section XII Fair Dealing/Conflict of Interest

The Proposer warrants that no gratuities, in the form of entertainment, gifts or otherwise were, or will be offered or given by the Proposer, or any agent or representative of the Proposer to any officer or employee of the City with a view toward securing a recommendation of award to subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Proposer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Proposer also warrants that, to the best of its knowledge, no officer, agent or employee of the City who may participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Proposer's business.

Section XIII Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

Section XIV Questions regarding the RFP

Should discrepancies or omissions be found in the RFP or should there be a need to clarify this RFP, question regarding this RFP must be put in writing and received by the City contact person identified in Section XV no later than January 6, 2020 3:00 PM PST. Inquiries received after the date and time stated will not be accepted.

Any interpretations or correction of the RFP will only be made by an addendum posted online to the City's website. Such addendum shall be considered a part of the RFP and must be signed and submitted with the proposal.

Oral interpretations or clarifications will be without legal effect.

Section XV Contact Person

Inquiries relating to this RFP and/or the required services should be directed to:

Shelly A. Gunby
Director of Financial Management
318 First Street
Winters, CA 95694
Phone 530-794-6704
Email: shelly.gunby@cityofwinters.org

Please submit all pages of the RFP as it relates to this Proposal. Please turn in all pages.

ATTACHMENT A -2019-2020 WATER AND SEWER RATE STUDY SCOPE

Study Objective

The Finance Department is looking to meet the following objective through this study:

1. Create a 10-year financial plan model for the potable water and wastewater services that projects each service's revenues, operations and maintenance costs, capital improvement costs, reserve funding and debt service costs.
2. A cost of service analysis for each service that fairly and equitably distributes costs across customer classes in compliance with Proposition 218, Proposition 26 and other state and federal regulations.
3. A five-year rate schedule that maintains the budget structure for potable water and wastewater services, maintains the required coverage for Debt Service covenants, and allows for the accumulation of reserves for future capital and infrastructure replacement.

Scope of Services

The below scope of services includes the major tasks required to complete the study. Proposers should include any recommended additional tasks they believe are required to meet the objective defined above and reasoning behind such an approach.

1. Conduct an in-person kick off meeting with City staff to discuss project priorities, data needs and the project schedule. Consultant will also need to prepare a data requires list that will be discussed during the meeting.
2. Develop a 10 financial plan model for the potable water and wastewater services that determines the revenue requirements based on projected revenues, operating and maintenance expenditures including capital improvements, debt service coverage and reserve funding policies as well as any other policy consideration that the City determines are priorities.
3. Prepare a cost of service analysis that fairly and equitably allocates costs to customer classes while adequately funding revenue requirements including operations and maintenance, capital improvements, and debt service. The analysis must ensure that rates and charges are defensible and comply with the requirements of Proposition 218, Proposition 26 and other regulations.
4. Provide a comparative analysis that illustrates how City of Winters' rates compare in cost to neighboring utilities at a minimum this list should include, Dixon, Davis, Woodland, and Vacaville.
5. Recommend rate and fee structures for potable water and sewer utilities that will fairly recover allocated costs and adequately fund reserves. Rate structure recommendations should consider; current and future operations and maintenance costs, projected demands, water supply and capital improvement requirements.
6. Review impacts of projected new development and redevelopment on rates. As part of this review, the proposer should concentrate on capital costs associated with rehabilitation and replacement of existing utilities and not on the improvements required for expansion of service as a result of new development.

7. Prepare draft and final reports that summarize the results and recommendations of the study and serve as a document of record in compliance with Proposition 218. Draft and final deliverables shall be made available in Word, Excel, and PDF file formats. Word and Excel formats shall be editable by City staff.
8. Conduct rate workshops with staff and City Council.
9. Develop the Proposition 218 notice of public hearing and present the study to the City Council and the public at the Proposition 218 hearing. Conduct a minimum of two (2) community meetings to inform the public of any rate changes prior to the Proposition 218 hearing.
10. The scope should include any additional meetings or webinars that the proposer believes necessary to ensure that the City is well informed as to the status of the project and to discuss major milestones of the project.

ATTACHMENT B-PROPOSAL PRICING FORM

Proposer should provide a not to exceed amount per task, to be based on hourly labor rates. The not to exceed amount determination should be all inclusive and include any incidental costs, such as transportation fees.

Task	Task Description in Brief	Fee	Estimated time to Complete Task
1	In person kick off meeting, data list request		
2	Draft and Final 10 Year Financial Plan Model		
3	Cost Service analysis by Customer Class		
4	Comparative Rate analysis to neighboring utilities		
5	Recommend rate and fee structures		
6	Review impacts of projected new developemnt and redevelopment		
7	Draft and Final reports-document of record		
8	Conduct Rate workshops		
9	Develop and present the Proposition 218 notice of Public Hearing		
10	Additional tasks, meetings an/or webinars deemed necessary		

Please submit your hourly labor rate schedule by classification.

Please submit your travel rates, if applicable.

This proposal is binding upon the undersigned for 90 days after the Proposal Submittal Deadline

Company: _____

Address _____

Contact Person _____

Telephone _____

Email Address _____

Signatures for Proposer

If INDIVIDUAL, sign Below

If CORPORATION, sign Below
(show Names of Non-signing Officers)

Signature Date

A CORPORATION

Post Office Address

Name of State Where Chartered

Signature Date

If PARTNERSHIP, sign Below
(Show Names of non-signing Partners)

PRESIDENT Date

Name of Partners

SECRETARY Date

Signature Date

TREASURER Date

Post Office Address

Post Office Address

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS PROPOSAL PRICING FORM, INCLUDING THE SIGNATURE PAGES. PLEASE TURN IN ALL PAGES.

ATTACHMENT C – REFERENCE LIST

Please list three (3) public agency clients, along with a very brief description of the work, which the City may contact regarding the Consultant’s work performance.

REFERENCE# 1

Agency/City Name	
Department	
Contact Person	
Telephone	
Email Address	
Dollar Value of Agreement	
Date Ranch of Agreement	
Nature of Work Performed	

REFERENCE# 2

Agency/City Name	
Department	
Contact Person	
Telephone	
Email Address	
Dollar Value of Agreement	
Date Ranch of Agreement	
Nature of Work Performed	

REFERENCE# 3

Agency/City Name	
Department	
Contact Person	
Telephone	
Email Address	
Dollar Value of Agreement	
Date Ranch of Agreement	
Nature of Work Performed	

ATTACHMENT D – AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT SERVICES AGREEMENT
AGREEMENT No. _____

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and _____ (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated _____. Consultant shall provide said services at the time, place, and in the manner specified by the _____ and Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", but in no event shall total compensation exceed _____ (\$ _____), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. 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.

4. 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.

5. 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

By: _____
John W. Donlevy, Jr., City Manager

CONSULTANT

By: _____

ATTEST:

By: _____
Tracy Jensen, CITY CLERK

Exhibit “A” Provided by Consultant

Exhibit “B” Provided by Consultant

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. 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.

(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.

(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 names 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.

(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 sole discretion, at anytime 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 in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(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 shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, 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 arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

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 possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(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.



TO: Honorable Mayor and Councilmembers
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
DATE: Dec 17, 2019
SUBJECT: Installation of Lighting Upgrades at Community Center and City Hall, utilizing PG&E On-Bill Financing Loan Program working with EcoGreen Solutions for Energy Efficiency program implementation.

RECOMMENDATION: Staff recommends Council approve lighting upgrade project with EcoGreen Solutions and subsequent loan agreement with PG&E which will finance the project. The lighting upgrade installations will take place at City Hall and Community Center. This is a zero-interest loan with payments to be offset by energy usage savings.

BACKGROUND: The City has been working with EcoGreen Solutions to determine if the energy efficiency upgrades at City Facilities would qualify for the On-Bill Financing Energy Efficiency Retrofit Loan Program. Analysis performed by Eco Green determined both the Community Center and City Hall would qualify for the program. A project budget must be between \$5000 and \$250,000 and need to be within a 10year payback. Switching over to LED lighting will save the City an estimated \$30,058 at City Hall and \$36,448, at Community Center over the 10-year time frame. The estimated monthly loan payments will be \$301 for Community Center and \$248 at City Hall, energy savings will offset the loan costs. We are optimistic that there will be more opportunities for similar energy upgrades at other City facilities.

FISCAL IMPACT: Estimated monthly loan payments of \$549 over 10-year time span

Attachment:
Loan Agreement
Energy Audit Information

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

COUNCIL MEMBERS
Harold Anderson
Jesse Loren
Pierre Neu

MAYOR
Bill Biasi
MAYOR PRO TEM
Wade Cowan

CITY CLERK
Tracy Jensen
CITY TREASURER
Shelly Gunby

CITY MANAGER
John W. Donlevy, Jr.

com.ctr



Pacific Gas and Electric Company

LOCAL AGENCY AND DISTRICT CUSTOMERS
ON-BILL FINANCING LOAN AGREEMENT

The undersigned Local Agency or District¹ Customer ("Customer") has contracted for the provision of energy efficiency/demand response equipment and services (the "Work") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company ("PG&E") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "Schedule").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "Application"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("Contractor"), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "Adjustment"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors ("Local Agency or District Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

¹ Local Agency or District as defined in California Government Code §50001 and §58004.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("Check") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. LOCAL AGENCY OR DISTRICT REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electric use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to Local Agency or District cited in this loan agreement.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph(a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

15. Loan Particulars.

This table is to be completed by PG&E

Total Cost	Incentive	Customer Buy-Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$33,655.85	\$-	\$-	\$33,655.85	\$300.50	112	112

Check Made Payable to Customer or Contractor
 [customer to select payment method. Note that only one check can be issued]

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6000457	80-0196823

PG&E Account # / Service Agreement #
3751785529 / 3751785910

Account Name, Customer	Name, Contractor
Primary Customer Name: CITY OF WINTERS - 201 RAILROAD AVE - WINTERS Primary MDSS Application Number: TIF ID: 010729	ECOGREEN SOLUTIONS, COREY BROPHY

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 LA PAZ RD SUITE 100
	LAGUNA NIGUEL CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
	COREY BROPHY, ECOGREEN SOLUTIONS

Full Name & Title →

Full Signature →

Date Signed →

Signature of Authorized Representative of Customer

Date

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

Address:
 On-Bill Financing Program
 Mail Code N6G
 Pacific Gas and Electric Company
 PO Box 770000
 San Francisco, CA 94177-0001

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency and multi-family customers, excepting loans to government agency and multi-family customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed two million dollars (\$2,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be sixty (60) months excepting: 1) loans to Government agency Customers or Multi-Family Customers will have a maximum loan term of one hundred and twenty (120) months or the expected useful life (EUL) of the installed energy efficiency measures, which ever is less; and 2) loans to customers where, in PG&E's sole opinion, credit and risk factors support a loan term longer than sixty (60) months.

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: CITY OF WINTERS - 201 RAILROAD AVE - WINTERS

Project Number: TIF: 010729

Calculations from: Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE <i>PER kWh</i>	(D) CUSTOMER AVERAGE RATE <i>PER Therm</i>	(E) ESTIMATED ANNUAL ENERGY SAVINGS <i>(kWh)</i>	(F) ESTIMATED ANNUAL GAS SAVINGS <i>(Therm)</i>	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$33,655.85	\$-	\$-	\$33,655.85	\$0.23		15,846.86	-	\$3,644.78	9.23

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
111	112	\$300.50	\$303.73

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)



Statement of Work

1. SCOPE OF WORK: EcoGreen Solutions shall furnish all the materials and perform all of the work shown and/or described in the Energy Audit and Quote. EcoGreen Solutions is not responsible for touch up work i.e. – paint where replacement fixtures don't exactly match existing fixtures, ceiling tiles, etc...

a. VFD/VSD installation: If the project includes a VFD/VSD, standard installation costs include – VFD, startup, card, programming, installation of any conduit, running power, concrete footing (if needed), VFD mounting and interconnect to SCADA panel. Installation costs that are not included and would be an additional cost – wiring diagrams, fencing, gates, enclosures, relay box, controls.

2. PROJECT COST: The amount due for material and labor to be performed is \$33,655.85 Dollars (\$), subject to additions and deductions pursuant to authorized change orders/adjustment letters.

3. PAYMENT & UTILITY FINANCING: EcoGreen Solutions has worked with Customer to secure Utility financing on behalf of the Customer to fund payment of this project, of which, terms and payback periods are detailed in the Utility On-Bill Financing (OBF) documentation – PGE Project #/TIF # 010729.

Payment of the project shall be paid in the manner following:

Project Cost	\$33,655.85
Utility On-Bill Financing	\$33,655.85
SUBTOTAL	\$0
SUBTOTAL Due to EcoGreen Solutions	\$0

a. Customer understands that final utility rebate and OBF amounts issued may vary based on final installation counts and subject to additions and deductions pursuant to authorized change orders/adjustment letters.

b. Customer understands that should utility determine that OBF loan proceeds shall not be issued due to customer's credit standing or has

otherwise placed customer's repayment of the loan at risk, Customer shall be liable for payment of any product, labor, and installation due. This includes any product demos that aren't returned to EcoGreen Solutions.

c. Notice to Proceed: Once Utility On-Bill Financing is approved, if required, EcoGreen Solutions will provide LED demo fixture/lamps to assure proper light levels, color and aesthetics. Written confirmation from the Customer that demos are approved and approval to move forward with the ordering of product and installation will serve as formal Notice To Proceed.

4. GENERAL TERMS AND CONDITIONS

a. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.

c. EcoGreen Solutions may at its discretion engage subcontractors to perform work hereunder, provided EcoGreen Solutions shall fully pay said subcontractor and in all instances remain responsible for the proper completion of the project.

d. EcoGreen Solutions warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of EcoGreen Solutions or its employees and subcontractors.

e. Customer shall at its own expense obtain all permits necessary for the work to be performed.

f. EcoGreen Solutions agrees to remove all debris and leave the premises in clean condition unless instructed by Customer to do otherwise.

g. EcoGreen Solutions shall dispose of all hazardous lamps and tubes utilizing a proper recycling program unless instructed by Customer to do otherwise.

h. EcoGreen Solutions shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

i. Customer is responsible for verification of fixture counts and hours of operation reflected in the Energy Audit.

5. HAZARDOUS CONDITIONS: In the event that EcoGreen Solutions discovers existing or developing spore or mold growth, asbestos or other potentially hazardous conditions at the Project location, EcoGreen Solutions will stop work and will not attempt to test, repair or remediate such conditions. At Customer's sole expense, Customer must arrange to have the hazardous condition removed by a third party in compliance with applicable laws within a reasonable period of time, or EcoGreen Solutions may cancel this project. If the project is canceled, Customer agrees to pay EcoGreen Solutions the costs of materials, labor and services provided through the date of cancellation.

6. WARRANTIES:

a. MANUFACTURER WARRANTIES. Products installed as part of the scope of work are covered by separate manufacturers' warranties (hereinafter, "Manufacturer Warranties"). EcoGreen Solutions will assign to Customer any Manufacturer Warranties in effect upon installation. EcoGreen Solutions will also provide Customer reasonable assistance in contacting manufacturers. If manufacturer files for bankruptcy or goes out of business, EcoGreen Solutions is not liable or responsible for continued warranty support.

b. LIMITED WARRANTY. EcoGreen Solutions provides a limited warranty of one (1) year (the "Limited Warranty Period"), after the date of invoice. For the avoidance of doubt, this Limited Warranty does not cover parts already covered by the Manufacturer Warranties set forth in above. During the Limited Warranty Period, EcoGreen Solutions will at its expense repair or replace any parts or labor covered by the Limited Warranty.

c. OBTAIN WARRANTY SERVICE. To obtain warranty service, you must notify EcoGreen Solutions in writing or via email at repairs@ecogreen-solutions.net of any defect. Provided that the Warranty has not expired, has otherwise voided, or is subject to an exclusion, EcoGreen Solutions will repair or replace the defect within a reasonable time after you notify EcoGreen Solutions.

If a fixture fails, please take a photo and send it to repairs@ecogreen-solutions.net, and include location information in your email. The photo should be close up so we can properly match the product with the replacement. We will order replacement products and schedule the installation. If a product is in stock, EcoGreen Solutions will ship the replacement immediately. If the product is not in stock EcoGreen Solutions will order the replacement parts from the factory. Please be aware that some of our suppliers require 6-8 weeks lead time. EcoGreen Solutions does not cover shipping and handling for fixtures.

If a fixture has failed and is past our 12 months parts and labor period, EcoGreen Solutions will work with the factory to get the replacement material for you. We do not cover the cost of shipping and handling from the factory to our warehouse or to your location. If you do not have a qualified electrician to install the replacement product, please contact us at the email address above. A quote for the labor to install the product will be provided in 1-2 business days.

If a lamp fails, please follow the same procedure as for fixtures. EcoGreen Solutions will send Customer the replacement lamp. Labor is not covered for lamps. Shipping and handling also is not covered on warranty claims for lamps.

Warranty claims will not apply for:

- Product that has been modified by the customer.
- Product that was subject to misuse, vandalism or negligence.

IMPORTANT EcoGreen Solutions must receive the fixture/lamp/driver back once your product has been replaced. We can receive credit for the replacement product only if the factory receives the failed unit back. Failure to return the failed product to EcoGreen Solutions within 30 days will result in an invoice for the full retail price of the product.

If the failed product has been discontinued by the manufacturer and is no longer supported by a factory, EcoGreen Solutions will suggest a similar replacement LED fixture or lamp.

EcoGreen Solutions cannot be held responsible for product lines that have been discontinued; however, we will make every effort to find a similarly performing product.

7. MAINTENANCE AND REPAIR: If the products require maintenance or repair that is not covered by the warranties set forth above, EcoGreen Solutions will not perform this work unless you enter into a separate agreement to perform these services at your expense.



LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned Local Agency or District¹ Customer ("Customer") has contracted for the provision of energy efficiency/demand response equipment and services (the "Work") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company ("PG&E") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "Schedule").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "Application"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("Contractor"), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "Adjustment"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors ("Local Agency or District Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

¹ Local Agency or District as defined in California Government Code §50001 and §58004.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("**Account**"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five(5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. LOCAL AGENCY OR DISTRICT REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electric use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to Local Agency or District cited in this loan agreement.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

15. Loan Particulars.

This table is to be completed by PG&E

Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$26,079.55	\$-	\$-	\$26,079.55	\$248.38	105	105

Check Made Payable to Customer or Contractor
 [customer to select payment method. Note that only one check can be issued]

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6000457	80-0196823

PG&E Account # / Service Agreement #
3751785529 / 3751785918

Account Name, Customer	Name, Contractor
Primary Customer Name: CITY OF WINTERS - 318 1ST ST - WINTERS Primary MDSS Application Number: TIF ID: 010543	ECOGREEN SOLUTIONS, COREY BROPHY

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 LA PAZ RD, SUITE 100
	LAGUNA NIGUEL CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
	COREY BROPHY, ECOGREEN SOLUTIONS

Full Name & Title →

Signature of Authorized Representative of Customer

Full Signature →

Date

Date Signed →

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

Address:
 On-Bill Financing Program
 Mail Code N6G
 Pacific Gas and Electric Company
 PO Box 770000
 San Francisco, CA 94177-0001

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency and multi-family customers, excepting loans to government agency and multi-family customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed two million dollars (\$2,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be sixty (60) months excepting: 1) loans to Government agency Customers or Multi-Family Customers will have a maximum loan term of one hundred and twenty (120) months or the expected useful life (EUL) of the installed energy efficiency measures, which ever is less; and 2) loans to customers where, in PG&E's sole opinion, credit and risk factors support a loan term longer than sixty (60) months.

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: CITY OF WINTERS - 318 1ST ST - WINTERS

Project Number: TIF: 010543

Calculations from: Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE <i>PER kWh</i>	(D) CUSTOMER AVERAGE RATE <i>PER Therm</i>	(E) ESTIMATED ANNUAL ENERGY SAVINGS <i>(kWh)</i>	(F) ESTIMATED ANNUAL GAS SAVINGS <i>(Therm)</i>	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$26,079.55	\$-	\$-	\$26,079.55	\$0.29		10,365.00	-	\$3,005.85	8.68

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
104	105	\$248.38	\$250.49

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)



Statement of Work

1. SCOPE OF WORK: EcoGreen Solutions shall furnish all the materials and perform all of the work shown and/or described in the Energy Audit and Quote. EcoGreen Solutions is not responsible for touch up work i.e. – paint where replacement fixtures don't exactly match existing fixtures, ceiling tiles, etc...

a. VFD/VSD installation: If the project includes a VFD/VSD, standard installation costs include – VFD, startup, card, programming, installation of any conduit, running power, concrete footing (if needed), VFD mounting and interconnect to SCADA panel. Installation costs that are not included and would be an additional cost – wiring diagrams, fencing, gates, enclosures, relay box, controls.

2. PROJECT COST: The amount due for material and labor to be performed is \$26,079.55 Dollars (\$), subject to additions and deductions pursuant to authorized change orders/adjustment letters.

3. PAYMENT & UTILITY FINANCING: EcoGreen Solutions has worked with Customer to secure Utility financing on behalf of the Customer to fund payment of this project, of which, terms and payback periods are detailed in the Utility On-Bill Financing (OBF) documentation – PGE Project #/TIF # 010543.

Payment of the project shall be paid in the manner following:

Project Cost	\$26,079.55
Utility On-Bill Financing	\$26,079.55
SUBTOTAL	\$0
SUBTOTAL Due to EcoGreen Solutions	\$0

a. Customer understands that final utility rebate and OBF amounts issued may vary based on final installation counts and subject to additions and deductions pursuant to authorized change orders/adjustment letters.

b. Customer understands that should utility determine that OBF loan proceeds shall not be issued due to customer's credit standing or has

otherwise placed customer's repayment of the loan at risk, Customer shall be liable for payment of any product, labor, and installation due. This includes any product demos that aren't returned to EcoGreen Solutions.

c. Notice to Proceed: Once Utility On-Bill Financing is approved, if required, EcoGreen Solutions will provide LED demo fixture/lamps to assure proper light levels, color and aesthetics. Written confirmation from the Customer that demos are approved and approval to move forward with the ordering of product and installation will serve as formal Notice To Proceed.

4. GENERAL TERMS AND CONDITIONS

a. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.

c. EcoGreen Solutions may at its discretion engage subcontractors to perform work hereunder, provided EcoGreen Solutions shall fully pay said subcontractor and in all instances remain responsible for the proper completion of the project.

d. EcoGreen Solutions warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of EcoGreen Solutions or its employees and subcontractors.

e. Customer shall at its own expense obtain all permits necessary for the work to be performed.

f. EcoGreen Solutions agrees to remove all debris and leave the premises in clean condition unless instructed by Customer to do otherwise.

g. EcoGreen Solutions shall dispose of all hazardous lamps and tubes utilizing a proper recycling program unless instructed by Customer to do otherwise.

h. EcoGreen Solutions shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

i. Customer is responsible for verification of fixture counts and hours of operation reflected in the Energy Audit.

5. HAZARDOUS CONDITIONS: In the event that EcoGreen Solutions discovers existing or developing spore or mold growth, asbestos or other potentially hazardous conditions at the Project location, EcoGreen Solutions will stop work and will not attempt to test, repair or remediate such conditions. At Customer's sole expense, Customer must arrange to have the hazardous condition removed by a third party in compliance with applicable laws within a reasonable period of time, or EcoGreen Solutions may cancel this project. If the project is canceled, Customer agrees to pay EcoGreen Solutions the costs of materials, labor and services provided through the date of cancellation.

6. WARRANTIES:

a. MANUFACTURER WARRANTIES. Products installed as part of the scope of work are covered by separate manufacturers' warranties (hereinafter, "Manufacturer Warranties"). EcoGreen Solutions will assign to Customer any Manufacturer Warranties in effect upon installation. EcoGreen Solutions will also provide Customer reasonable assistance in contacting manufacturers. If manufacturer files for bankruptcy or goes out of business, EcoGreen Solutions is not liable or responsible for continued warranty support.

b. LIMITED WARRANTY. EcoGreen Solutions provides a limited warranty of one (1) year (the "Limited Warranty Period"), after the date of invoice. For the avoidance of doubt, this Limited Warranty does not cover parts already covered by the Manufacturer Warranties set forth in above. During the Limited Warranty Period, EcoGreen Solutions will at its expense repair or replace any parts or labor covered by the Limited Warranty.

c. OBTAIN WARRANTY SERVICE. To obtain warranty service, you must notify EcoGreen Solutions in writing or via email at repairs@ecogreen-solutions.net of any defect. Provided that the Warranty has not expired, has otherwise voided, or is subject to an exclusion, EcoGreen Solutions will repair or replace the defect within a reasonable time after you notify EcoGreen Solutions.

If a fixture fails, please take a photo and send it to repairs@ecogreen-solutions.net, and include location information in your email. The photo should be close up so we can properly match the product with the replacement. We will order replacement products and schedule the installation. If a product is in stock, EcoGreen Solutions will ship the replacement immediately. If the product is not in stock EcoGreen Solutions will order the replacement parts from the factory. Please be aware that some of our suppliers require 6-8 weeks lead time. EcoGreen Solutions does not cover shipping and handling for fixtures.

If a fixture has failed and is past our 12 months parts and labor period, EcoGreen Solutions will work with the factory to get the replacement material for you. We do not cover the cost of shipping and handling from the factory to our warehouse or to your location. If you do not have a qualified electrician to install the replacement product, please contact us at the email address above. A quote for the labor to install the product will be provided in 1-2 business days.

If a lamp fails, please follow the same procedure as for fixtures. EcoGreen Solutions will send Customer the replacement lamp. Labor is not covered for lamps. Shipping and handling also is not covered on warranty claims for lamps.

Warranty claims will not apply for:

- Product that has been modified by the customer.
- Product that was subject to misuse, vandalism or negligence.

IMPORTANT EcoGreen Solutions must receive the fixture/lamp/driver back once your product has been replaced. We can receive credit for the replacement product only if the factory receives the failed unit back. Failure to return the failed product to EcoGreen Solutions within 30 days will result in an invoice for the full retail price of the product.

If the failed product has been discontinued by the manufacturer and is no longer supported by a factory, EcoGreen Solutions will suggest a similar replacement LED fixture or lamp. EcoGreen Solutions cannot be held responsible for product lines that have been discontinued; however, we will make every effort to find a similarly performing product.

7. MAINTENANCE AND REPAIR: If the products require maintenance or repair that is not covered by the warranties set forth above, EcoGreen Solutions will not perform this work unless you enter into a separate agreement to perform these services at your expense.



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: December 17th, 2019
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Christopher Flores, CivicSpark Climate Fellow *CF*
SUBJECT: Establishing Climate Action Plan Development Board

RECOMMENDATION:

Fellow recommends the City Council consider establishing a Climate Action Plan Development Board to complete development of the Climate Action Plan (CAP). The board would have a concise, focused task list to revise the current Draft CAP in a six (6) month period, after which it shall provide City Council with recommendations and a work plan for a Climate Action Commission.

BACKGROUND:

The “Climate Action Committee” guidelines were presented to the Council at the November 5th, 2019 City Council meeting. Council and members of the public expressed concern with some areas of the proposed guidelines, including lack of a mission statement, inconsistent usage of the terms “commission” and “committee”, and the desire for liaison roles from active serving city commissions or committees.

After further consideration and refinement, the initial set of guidelines has been transformed to serve an ad hoc board with the main objective of advising the development of the CAP. A board focused exclusively on the development of the CAP in collaboration with city staff, consultants, and members of the public will provide more opportunities for community-oriented feedback. Ensuring community inclusion throughout the development process of the CAP should lead to a document that best serves the needs and desires of City of Winters residents.

FISCAL IMPACT:

None

ATTACHMENTS:

Climate Action Plan Development Board Proposal



Climate Action Plan Development Board

Purpose

The Climate Action Plan Development Board shall work toward and advise the development of a Climate Action Plan (CAP) for the City of Winters. The Board will adhere to the following work program to refine and establish a CAP for the City:

- Review and merge existing documents including the Draft Climate Action Plan, Climate Action Plan Strategy Report and the Yolo Resiliency Collaborative Resiliency Planning Toolbox to support their integration into a single CAP document
- Work with city staff and consultants to generate the draft CAP to include recommendations, policies, and programs toward the development of the CAP, including serving in an advisory capacity on the development of the final draft of the document.
- Conduct community outreach, forums, collect feedback, and perform outreach about the Climate Action Plan, including holding regular meetings, forums, conducting surveys and conducting research in the development of the CAP
- Develop recommendations on the integration of the CAP into other General Plan Elements and policies
- Prepare recommendations on an overall implementation plan for the CAP
- Generate roles, tasks, duties and a workplan for the establishment of an ongoing Climate Action Commission

The Board shall consist of no less than five (5) but no more than eleven (11) persons.

Membership

Five (5) members shall be appointed by the City Council. Membership shall consist of the following below:

- Four (4) voting members appointed by the City Council
- One (1) voting youth member appointed by the City Council or an alternate appointee in the event a youth member is not available to serve for the term
- Each member of the City Council may appoint one person to serve on the Board after the appointee has completed the Application for Appointment to City Commissions and Boards.

Liaisons

The Board may also include other non-voting liaisons from existing city committee/commission bodies. Potential sources of liaisons may include but are not limited to:

- One (1) liaison from city staff (required)
- One (1) liaison from the Planning Commission
- One (1) liaison from the Winters Putah Creek Committee
- One (1) liaison from the Hispanic Advisory Committee
- One (1) liaison from the Senior Commission on Aging

Terms

Members of the Climate Action Plan Development Board shall serve for a term of six (6) months after its establishment.

Officers

The Board shall nominate a chairperson and vice chairperson to serve for the duration of the term. The chairperson shall call meetings to order, lead discussion on agenda items, and report to City Council during Council meetings. The vice chairperson shall serve as temporary chairperson in the event the chairperson is not present. The liaison from city staff shall assist with preparation of the agenda, collect minutes, ensure records are kept, and make all meeting proceedings and resolutions available to the public. The Board may form and appoint members to subcommittees.

Meetings

Regular meetings shall be held on the third Thursday of each month at 6:30pm. Meetings are held in the City Council Chambers, 318 First Street, Winters CA 95694. Three (3) voting appointed members are required for quorum. Special meetings may be called to order by the chairperson or majority of Board. Meetings shall follow principles of Rosenberg's Rules of Order and make records available in accordance with the Brown Act. Meetings are open to the public and public participation is highly encouraged.

Syllabus of Scheduled 2020 Meetings

The Board will hold regular meetings which will include specific topics, speakers and a schedule of meetings to generate policy recommendations in the development of the entire CAP document as follows:

- **February 20th – Context and Justification for a CAP**
 - Current statewide and worldwide coordinated efforts to address climate issues
- **March 19th – Review of Existing Resources**
 - Draft CAP, Strategy Report, YRC Resiliency Planning Toolbox
- **April 16th – Equity and Inclusion**
 - How do we ensure underserved neighborhoods are included?
- **May 21st – Land Use, Transportation, and Circulation Planning**
 - How can planning improve our climate resiliency efforts?
- **June 18th – Energy and Water Efficiency**
 - What can efficiency upgrades bring to the City?

- **July 16th – Climate and Health**
 - In what ways can climate impacts affect individual health? Especially on vulnerable populations?
- **August 20th – CAP Collaboration and Commission Planning**
 - Review CAP development process, recommendations for commission establishment

Third Thursday every month, 6:30pm

City Council Chambers, 318 First Street, Winters CA 95694



**CITY COUNCIL
STAFF REPORT**

DATE: December 17, 2019
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Animal Control Services Agreement- Yolo County

RECOMMENDATION:

That the City Council approve an AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE CITY OF WINTERS FOR ANIMAL CONTROL SERVICES.

BACKGROUND:

The City of Winters is provided animal control services through the Yolo County Sheriff's Department. These include shelter, field services, licensing and medical. Services are provided during a five (5) day work week, 8:00 to 5:00 pm. After hour services and weekends are charged at a premium cost of \$44 per hour.

Discussion:

The current two (2) year agreement with Yolo County has expired and is due for renewal. A County-wide task force is currently working Staff and the cities of Yolo County to address overall services and develop a strategy for the future.

FISCAL IMPACT: \$60,908 with after hour services billed at \$44 per hour.



YOLO COUNTY SHERIFF'S OFFICE

140 TONY DIAZ DRIVE, WOODLAND, CA 95776

(530) 668-5280 WWW.YOLOCOUNTYSHERIFF.COM

TOM A. LOPEZ
SHERIFF ~ CORONER ~
PUBLIC ADMINISTRATOR

DALE JOHNSON
UNDERSHERIFF

ADMINISTRATION
(530) 668-5280

FINANCE
PERSONNEL
CIVIL

TRAINING

PLANNING & RESEARCH

CAMERON TRAINING
FACILITY

(530) 668-5245

INMATE EDUCATION
INMATE PROGRAMS
INMATE TRAINING

CORONER'S SECTION
(530) 668-5292

PUBLIC ADMINISTRATOR
(530) 668-5280

FIELD OPERATIONS
(530) 668-5280

COMMUNITY RESOURCES

CRIME PREVENTION
INVESTIGATIONS
MARINE PATROL

PATROL

SEARCH & RESCUE
AERO SQUADRON

CADETS

POSSE RESERVES
STARS

ANIMAL SERVICES
(530) 668-5287

LEINBERGER
DETENTION

(530) 668-5254

CORRECTIONS
COMMISSARY

INMATE WORK PROGRAMS

MONROE DETENTION
(530) 668-5245

CORRECTIONS

COURT SERVICES

FOOD SERVICES

RECORDS

TRANSPORTATION

October 9, 2019

John W. Donlevy, Jr., City Manager
City of Winters
318 Main Street
Winters, CA 95694

Re: Animal Services Fiscal Year 2019-20 Agreement

Enclosed is the agreement between the Yolo County Sheriff's Office and the City of Winters for the provision of Animal Services from July 1, 2019 through June 30, 2020. Patrol services will be provided by the Sheriff's Office Animal Services Division from 8:00 a.m. to 5:00 p.m. Monday through Saturday. Services outside these hours will be provided only when authorized in advance by a representative of the City of Winters, except when required by Health and Safety or Penal Codes. The cost to the City of Winters for shelter care and patrol services during the contract time period will be \$60,908. Total program cost is based on the adopted 2019-20 Animal Services budget. Any future changes to the overall Animal Services scope of work, contract services and/or amount will be executed through an amendment of the attached agreement.

Extraordinary incidents, defined as an incident that requires 10 or more County staff response hours, will be billed at a rate of \$44.00 per hour in addition to the yearly amount.

Please return the two executed copies to my attention. A fully executed copy will be returned to your office once completed by our Board of Supervisors.

Sincerely,

Mirthala Santizo
Sheriff's Chief of Finance
Yolo County Sheriff's Office

Attachment: FY 2019-20 Animal Services Agreement (2 copies)

YOLO COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN THE COUNTY OF YOLO
AND THE CITY OF WINTERS FOR
ANIMAL CONTROL SERVICES**

This Agreement (“Agreement”) is made and entered into this 5th day of November, 2019, by and between the County of Yolo, a political subdivision of the State of California (“County”) and the City of Winters, a municipality under the laws of the State of California (“City”).

RECITALS

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services to the City for several years; and

WHEREAS, the City has expressed its desire to have the County continue to provide animal control services within the City’s corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement;

NOW, THEREFORE, the City and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Section of its Sheriff’s Office within the corporate limits of City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and require the provision of veterinary care per Penal Code section 597(f).
2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code sections 120210-121690.
3. Assistance to the Yolo County Coroner, fire departments, or other law enforcement agencies.

- 4. Response to vicious animals.
- 5. Response to free roaming or contained stray dogs.
- 6. Services provided by the County shall be limited as follows:
 - a. Response to Animal Complaint Reports such as barking dogs, trespassing animals, crowing fowl or other nuisance complaints will be limited to receiving and forwarding complaints.
 - b. The County will not respond to calls regarding animals classified as wildlife unless there is a bat, skunk, or a rabies control issue.

B. Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597(f).

C. The County agrees to maintain its kennels and animal shelter in a sanitary condition at all times in accordance with the laws of the State of California.

D. The County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. COMPENSATION TO BE PAID BY THE CITY

A. The City agrees to compensate the County annually, on a quarterly basis, the following amount:

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2019-06/30/2020	\$ 60,908	\$ 15,227

B. Quarterly payment is due and payable by check within the first 30 days of each quarter to prevent contract termination.

C. Hourly Rates – The County may bill the City, in addition to the annual agreed compensation, an additional hourly fee for extraordinary incidents. An “Extraordinary Incident” is defined as an incident that requires more than 10 county staff hours. The hourly rate for Extraordinary Incidents is \$44.00 per hour. The County will bill these charges quarterly.

D. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in an “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” that the County will provide the City.

In further consideration of the rendition of the foregoing services by the County, the City agrees that the County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected. Should the revenue collected from licensing within the City’s jurisdiction exceed the anticipated fiscal year amount of \$17,175, the final quarter payment due to the County from the City shall be adjusted accordingly.

E. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as reimbursement for the care and feeding of these animals.

III. REPORTS

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

V. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

VI. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2019 until June 30, 2020, unless sooner terminated as hereinafter provided.

B. This Agreement may be extended for a period of one year based on mutual agreement of the County and City staff.

C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and

provide not less than 15 days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 15 days' advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that 30 days' written notice is given.

VII. INDEMNIFICATION

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

VIII. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IX. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as provided below:

City of Winters: City of Winters City Manager's Office
318 Main Street
Winters, CA 95694
Attn: John W. Donlevy, Jr.
(530) 795-4910

County: Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776-9327
Attn: Mirthala Santizo
(530) 668-5264

B. In lieu of written notice to the above addresses, either party may provide notice through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 795-4935

County: (530) 668-5283

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first. If notice is given by facsimile notice is effective as of the time of confirmation of transmission.

C. Either party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least 15 calendar days prior to the effective date of the change.

X. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and the City.

XI. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

County of Yolo

City of Winters

By _____

By _____

Supervisor Don Saylor, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By  _____
Carrie Scarlata, Asst. County Counsel

Bill Biasi, Mayor
City of Winters

Attest:
Tracy Jensen, City Clerk
City of Winters

By _____
Deputy (Seal)

Approved as to Form:

By _____
Ethan Walsh, City Attorney

YOLO COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN THE COUNTY OF YOLO
AND THE CITY OF WINTERS FOR
ANIMAL CONTROL SERVICES**

This Agreement (“Agreement”) is made and entered into this 5th day of November, 2019, by and between the County of Yolo, a political subdivision of the State of California (“County”) and the City of Winters, a municipality under the laws of the State of California (“City”).

RECITALS

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services to the City for several years; and

WHEREAS, the City has expressed its desire to have the County continue to provide animal control services within the City’s corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement;

NOW, THEREFORE, the City and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Section of its Sheriff’s Office within the corporate limits of City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and require the provision of veterinary care per Penal Code section 597(f).
2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code sections 120210-121690.
3. Assistance to the Yolo County Coroner, fire departments, or other law enforcement agencies.

4. Response to vicious animals.
5. Response to free roaming or contained stray dogs.
6. Services provided by the County shall be limited as follows:
 - a. Response to Animal Complaint Reports such as barking dogs, trespassing animals, crowing fowl or other nuisance complaints will be limited to receiving and forwarding complaints.
 - b. The County will not respond to calls regarding animals classified as wildlife unless there is a bat, skunk, or a rabies control issue.

B. Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597(f).

C. The County agrees to maintain its kennels and animal shelter in a sanitary condition at all times in accordance with the laws of the State of California.

D. The County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. COMPENSATION TO BE PAID BY THE CITY

A. The City agrees to compensate the County annually, on a quarterly basis, the following amount:

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2019-06/30/2020	\$ 60,908	\$ 15,227

B. Quarterly payment is due and payable by check within the first 30 days of each quarter to prevent contract termination.

C. Hourly Rates – The County may bill the City, in addition to the annual agreed compensation, an additional hourly fee for extraordinary incidents. An “Extraordinary Incident” is defined as an incident that requires more than 10 county staff hours. The hourly rate for Extraordinary Incidents is \$44.00 per hour. The County will bill these charges quarterly.

D. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in an “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” that the County will provide the City.

In further consideration of the rendition of the foregoing services by the County, the City agrees that the County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected. Should the revenue collected from licensing within the City’s jurisdiction exceed the anticipated fiscal year amount of \$17,175, the final quarter payment due to the County from the City shall be adjusted accordingly.

E. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as reimbursement for the care and feeding of these animals.

III. REPORTS

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

V. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

VI. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2019 until June 30, 2020, unless sooner terminated as hereinafter provided.

B. This Agreement may be extended for a period of one year based on mutual agreement of the County and City staff.

C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and

provide not less than 15 days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 15 days' advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that 30 days' written notice is given.

VII. INDEMNIFICATION

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

VIII. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

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A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as provided below:

City of Winters: City of Winters City Manager's Office
318 Main Street
Winters, CA 95694
Attn: John W. Donlevy, Jr.
(530) 795-4910

County: Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776-9327
Attn: Mirthala Santizo
(530) 668-5264

B. In lieu of written notice to the above addresses, either party may provide notice through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 795-4935

County: (530) 668-5283

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first. If notice is given by facsimile notice is effective as of the time of confirmation of transmission.

C. Either party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least 15 calendar days prior to the effective date of the change.

X. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and the City.

XI. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

County of Yolo

City of Winters

By _____

By _____

Supervisor Don Saylor, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By  _____
Carrie Scarlata, Asst. County Counsel

Bill Biasi, Mayor
City of Winters

Attest:
Tracy Jensen, City Clerk
City of Winters

By _____
Deputy (Seal)

Approved as to Form:

By _____
Ethan Walsh, City Attorney

7/1/17 - 6/30/19

FILED

FEB 23 2018

BY *Supita Ramirez*
DEPUTY CLERK OF THE BOARD

YOLO COUNTY AGREEMENT NO. 18-41

**AGREEMENT BETWEEN THE COUNTY OF YOLO
AND THE CITY OF WINTERS FOR
ANIMAL CONTROL SERVICES**

This Agreement ("Agreement") is made and entered into this 1st day of July, 2017, by and between the County of Yolo, a political subdivision of the State of California, ("County") and the City of Winters, a municipality under the laws of the State of California, ("City").

RECITALS

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services for the City for several years; and

WHEREAS, the City desires to have the County continue to provide animal control services within the City's corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement;

NOW, THEREFORE, the City and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Division of its Sheriff's Department, within the corporate limits of City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and the provision of veterinary care per Penal Code section 597(f).
2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code sections 120210-121690.
3. Assistance to the Yolo County Coroner, fire departments, or other law enforcement agencies.
4. Response to vicious animals.

- 5. Response to free roaming or contained stray dogs.
- 6. Services provided by the County shall be limited as follows:
 - a. Response to Animal Complaint Reports such as barking dogs, trespassing animals, crowing foul or other nuisance complaints will be limited to receiving and forwarding complaints.
 - b. The County will not respond to calls regarding animals classified as wildlife unless there is a bat, skunk, or a rabies control issue.

B. Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597(f).

C. The County agrees to maintain its kennels and animal shelter in a sanitary condition at all times in accordance with the laws of the State of California.

D. The County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. COMPENSATION TO BE PAID BY THE CITY

A. The City agrees to compensate the County annually, on a quarterly basis, the following amount:

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2017-06/30/2018	\$ 58,200	\$ 14,550
07/01/2018-06/30/2019	\$ 59,946	\$ 14,986.50

B. Quarterly payment is due and payable by check within the first 30 days of each quarter to prevent contract termination.

C. Hourly Rates – The County may bill the City, in addition to the annual agreed compensation, an additional hourly fee for extraordinary incidents. An “Extraordinary Incident” is defined as an incident that requires more than 10 county staff hours. The hourly rate for Extraordinary Incidents is \$59.00 per hour. The County will bill these charges quarterly.

D. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in an “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” due to the City from the County.

In further consideration of the rendition of the foregoing services by the County, the City agrees that the County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected. Should the revenue collected from licensing within the City’s jurisdiction exceed the anticipated fiscal year amount of \$18,295, the final quarter payment due to the County from the City shall be adjusted accordingly.

E. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as reimbursement for the care and feeding of these animals.

III. REPORTS

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

V. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

VI. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2017 until June 30, 2019, unless sooner terminated as hereinafter provided.

B. This Agreement may be extended for a period of one year based on mutual agreement of the County and City staff.

C. Should either party fail to substantially perform its obligations in accordance with this

Agreement, the other party may notify the defaulting party of such default in writing and provide not less than 15 days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 15 days' advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

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A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as provided below:

City of Winters: City of Winters Police Department
702 Main Street
Winters, CA 95694
Attn: Chief John P. Miller
(530) 795-2261

County: Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776-9327
Attn: Rosario Ruiz-Dark, Finance
(530) 668-5264

B. In lieu of written notice to the above addresses, either party may provide notice through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 795-4935 County: (530) 668-5283

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If

notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first. If notice is given by facsimile notice is effective as of the time of confirmation of transmission.

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This Agreement may be amended only by written instrument signed by the County and the City.

X. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

County of Yolo

By Oscar Villegas
Supervisor Oscar Villegas, Chair
Yolo County Board of Supervisors

Attest:

Julie DeSantis, Deputy Clerk
Board of Supervisors

By Philip J. Pogledich
Deputy Seal

Approved as to Form:
Philip J. Pogledich, County Counsel

By Carrie Scariata
Carrie Scariata, Asst. County Counsel

City of Winters

By Wade Cowan
Wade Cowan, Mayor
City of Winters

Attest:

Nanci G. Mills, City Clerk
City of Winters

By Nanci G. Mills
Deputy (Seal)

Approved as to Form:

By Ethan Walsh
Ethan Walsh, City Attorney