



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, April 7, 2020  
6:30 p.m.  
**AGENDA**

*Members of the City Council*

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

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

### CONSENT CALENDAR

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

- A. Minutes of the Executive Session of the Winters City Council Held on Friday, March 13, 2020 (pp. 5)
- B. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 17, 2020 (pp. 6-11)
- C. Minutes of the Special Meeting of the Winters City Council Held on Tuesday, March 24, 2020 (pp. 12-16)
- D. Resolution 2020-17, a Resolution of the City Council of the City of Winters to Approve the Public Improvement Agreement with Crowne Communities Winters CA LLC and Approve Subdivision Final Map #4508 for Callahan Estates Phase 2 (pp. 17-46)
- E. Final Acceptance Wastewater Influent Screen Project (pp. 47)
- F. Execute a Contract with Lowest Responsive Bidder for the SB1 2019-2020 Street Rehab Project (pp. 48)
- G. Amendment No. 1 to Consultant Services Agreement for Design Services for the City Parking Lot Improvements and Newt's Alley Improvements (pp. 49-55)
- H. Bureau Veritas Fee Schedule Update (pp. 56-59)
- I. Claim Against the City of Winters - Valerie Garay (pp. 60-64)

### PRESENTATIONS

None

### DISCUSSION ITEMS

- 1. Public Hearing and Consideration of the Amended Tentative Subdivision Map for the 395-Lot Stone's Throw (formerly Winters Highlands) Subdivision; Approval of Resolution 2020-12, a Resolution of the City Council of the City of Winters Approving the Amended Tentative Subdivision Map for the Stone's Throw Subdivision (pp. 65-70)
- 2. Introduction of Ordinance 2020-01, an Ordinance of the City Council of the City of Winters for Various Zoning Text Amendments to Title 17 (Zoning Ordinance): Amending Chapter 17.04,

- Introductory Provisions and Definitions and Chapter 17.98, Accessory Dwelling Units (ADUs) of the Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units (JADUs) Regarding Accessory Dwelling Units (pp. 71-91)
3. Urgency Ordinance 2020-02, an Ordinance of the City Council of the City of Winters Temporarily Suspending Sections 3.24.080 and 3.24.090 of the City of Winters Municipal Code Concerning Payment of Transient Occupancy Tax, and Declaring the Urgency Thereof (pp. 92-96)
  4. Urgency Ordinance 2020-03, an Ordinance of the City Council of the City of Winters Temporarily Suspending Sections 13.04.090 and 13.08.130(B) of the City of Winters Municipal Code Concerning Discontinuance of Water and Wastewater Service and Imposition of Penalties, and Declaring the Urgency Thereof (pp. 97-101)
  5. Succession Planning Update – Technology Initiatives (pp. 102)
  6. Fiscal and Economic Impacts from COVID-19 (PP. 103-104)
  7. Sidewalk Saw Cutting Repair and Replacement Project (pp. 105)
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## CITY MANAGER REPORT

### INFORMATION ONLY:

1. February 2020 Investment Report (pp. 106-107)
2. February 2020 Treasurer Report (pp. 108-114)

## ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the April 7, 2020 regular meeting of the Winters City Council was posted on the City of Winters website at [www.cityofwinters.org](http://www.cityofwinters.org) and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on April 2, 2020, and made available to the public during normal business hours.



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Tracy S. Jensen, City Clerk

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

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

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

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

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

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*City Hall – Finance Office - 318 First Street*

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Minutes of the Special Meeting of the Winters City Council  
Held on March 13, 2020

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**Executive Session**

Mayor Biasi called to order the Executive Session of the Winters City Council at 12:00 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

**Discussion Items**

1. Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Manager

At the March 17<sup>th</sup> City Council meeting, Mayor Biasi said there was nothing to report out of the Executive Session.

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Mayor Biasi adjourned the Executive Session at approximately 4:00 p.m.

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Bill Biasi, MAYOR

ATTEST:

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Tracy S. Jensen, City Clerk



Minutes of the Regular Meeting of the Winters City Council  
Held on March 17, 2020  
6:30 p.m.

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Mayor Biasi called the meeting to order at 6:34 p.m.

Present: Council Member Pierre Neu, Mayor Pro Tem Wade Cowan, Mayor Bill Biasi  
Virtually Present: Council Members Harold Anderson and Jesse Loren  
Absent: None  
Staff: City Manager John W. Donlevy, Jr., City Attorney Ethan Walsh, Police Chief John Miller, Housing/Economic Development Manager Dan Maguire, Public Works Superintendent Eric Lucero, Environmental Services Manager Carol Scianna, Civic Spark Fellow Christopher Flores, City Clerk Tracy Jensen

Dan Maguire led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested Discussion Item 3 be moved to Consent Item G. Motion by Mayor Pro Tem Cowan, second by Council Member Neu to approve the agenda with the noted change. 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. City Attorney Walsh reported Council Members Harold Anderson and Jesse Loren were practicing social distancing due to COVID-19 by calling into the Council meeting via telephone conference call. Governor Newsom issued an executive

order that said in part during emergencies, there is a period where certain provisions of the Brown Act may be waived. If meetings are held in public places, Council members have the option to call in telephonically to practice social distancing. City Attorney Walsh also recommended the City Clerk take a roll call vote for any remaining agenda items that require Council approval.

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 3, 2020
- B. Annual Housing Element Progress Report
- C. Climate Action Development Board Membership Appointments
- D. Resolution 2020-13, a Resolution of the City Council of the City of Winters Rescinding Resolution 2020-05, Approving a 2019-2020 Budget Adjustment of \$90,000 for the Yolo County Housing (YCH) El Rio Villa Lift Station Emergency Generator and Lighting Project
- E. Request for Council Liaison by Members of the Winters Senior Commission on Aging
- F. Street Closure Request and Amplified Sound Permit for the "Hugs for Holden" Memorial Car and Motorcycle Show
- G. 2018-2019 Comprehensive Annual Financial Report (CAFR)  
**(Moved from Discussion Item #3)**

Council Member Anderson recused himself from Item F due to the proximity of his property to this event.

City Manager Donlevy gave an overview and reported 45 houses were built in Winters during 2019. Consent Item G, moved from Discussion Item 3, has been included as part of the budget review process. Mayor Pro Tem Cowan volunteered to be the Council liaison for the Winters Senior Commission on Aging as per Item E. Motion by Council Member Loren, second by Council Member Neu to approve Consent Items A-E and Item G. Motion carried with the following roll call vote:

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

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

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

PRESENTATIONS: None

DISCUSSION ITEMS

1. Walnut Lane 10 – Proposed Affordable Housing Plan

Housing/Economic Development Manager Dan Maguire gave an overview of the proposed Affordable Housing Plan, adding the plan would be helpful to property owners in establishing costs for the developments. He asked Council to focus on the attachments included with his staff report, including the accumulation of the Housing Trust Fund (HTF) in excess of \$3 million dollars and a score sheet on production. Staff recommended approving the Affordable Housing Plan to fulfill the affordable housing requirements, which has been unanimously supported by the Affordable Housing Steering Committee and the Planning Commission.

Council Member Loren thanked Dan for the information and said it was important to know the history about balancing the housing in our portfolio. Mayor Biasi said he attended the Planning Commission meeting where this was being discussed and said the reason the City takes in lieu fees is to afford the City to build other complexes. He also noted affordable housing has not been concentrated in one area within the City.

Motion by Mayor Pro Tem Cowan, second by Council Member Loren to approve the proposed Affordable Housing Plan between the City of Winters and the Walnut Lane 10 developer in order to amend the fulfillment of the affordable housing requirements. Motion carried with the following roll call vote:

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

City Manager Donlevy thanked Dan for his service to the City and described how the two met while cleaning up following an Earthquake Festival many years ago. Dan has served the City in many capacities, including Executive Director of the Chamber of Commerce and a member of the Winters School Board. Dan has been the driving force behind the Blue Mountain Terrace Senior Apartment project. His expertise and dedication to this project and many others is what has

made Dan such an exceptional employee and he will be sorely missed. Mayor Biasi also thanked Dan for all of this work on behalf of the City and wished him the best in his retirement.

2. Authorization to Enter into a Contract with Lechowicz + Tseng  
Municipal Consultants for Water and Sewer Rate Study

City Manager Donlevy gave an overview. Motion by Council Member Neu, second by Mayor Pro Tem Cowan to approve the contract with Lechowicz + Tseng for a Water and Sewer Rate Study and authorize the City Manager to execute the approved contract on behalf of the City of Winters. Motion carried with the following roll call vote:

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

3. 2018-2019 Comprehensive Annual Financial Report (CAFR)  
**(Moved to Consent Item G)**

4. Historic Preservation Policy – Planning Commission Assignment

Council Member Anderson recused himself due to a possible conflict of interest due to the proximity of his property to this item.

City Manager Donlevy said the Planning Commission will also act as the Historic Preservation Committee for any items of historical significance that are presented to them. The State Office of Historical Preservation has identified fourteen residences within the City that are included on the National Historic Registry, including property that recently went before the Planning Commission. Without standards, these historic structures can be torn down, putting the remaining thirteen properties at risk. Although this property has gone through the Design Review process, there needs to be a policy in place to preserve these properties. The Planning Commission will be tasked with coming up with a design review process for historical structures. Staff will also research what is being done in other communities to assist the Planning Commission in establishing procedures when it comes to new construction and/or demolition of historic properties, which runs counter to cultural resources inventory and preservation.

Council Member Loren said the City is based on historic homes and bridges and as boundaries get smaller, there will be more historic structures torn down

without any way to protect them. This will be an important step to retain the values of our City. Mayor Biasi said it's important to keep the history and character that keeps Winters what it is. Putting something in place to preserve homes that are considered historic needs to be done sooner rather than later. Mayor Pro Tem Cowan and Council Member Neu both agreed, with Mayor Pro Tem Cowan asking the Planning Commission to review and bring a policy recommendation back to Council.

Motion by Council Member Neu, second by Council Member Loren to direct the Planning Commission to workshop and work with staff on recommendations for policy direction regarding listed "historic" structures in Winters. Motion carried with the following roll call vote:

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

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CITY MANAGER REPORT: In addition to this being Dan's last City Council meeting, it is Carol Scianna's last meeting too. Carol defined the entire hiring strategy for City staff: find smart people who love Winters. Carol's calm and kind demeanor has helped the public works department evolve to make us better. Carol's collaboration with the WPCC and her work on the Putah Creek Park Master Plan is proof she makes things happen. Her persistence also made the north bank trail happen, although the elderberry bushes are her fault! Carol has also lent her voice of reason and can-do attitude to the car bridge, the community library, the PG&E project, "Carol's Bridge" over Moody Slough, water, wastewater, and groundwater requirements, including the City's WDR (Waste Discharge Requirement), a permit that is required to operate the City's wastewater system. Carol also achieved the holy grail by obtaining a discharge permit for agricultural watering! Overall, our organization has a can-do attitude and Carol is the heart of that by making a difference in our community. This will be her strongest legacy. Mayor Biasi said he has worked with Carol since 2006 as part of the WPCC Park Committee. She has put a lot into the City and her work is appreciated. Mayor Biasi thanked Carol and wished her well in her retirement.

City Manager Donlevy said the coronavirus, or COVID-19, is going around. A private briefing was held with Dr. Ron Chapman, the Director of Health in Yolo County, who said nothing like this has ever been seen by humanity. As of 1pm on 3/17, Yolo County had four cases, with no known treatment and no vaccination. In an effort to avoid overwhelming the entire medical system, quarantines are being put in place, with the overall goal of knocking down the curve and stretching out the exposure. Tomorrow morning, the Health Officer's orders will come out and closure may be needed. Essential services will be

available ie: water, wastewater, sewer, Police & Fire. Employee's will be given the opportunity to telecommute and alternating schedules may be put in place to separate employees. We will try to create opportunities for people to pay their bills. The downtown businesses will be open for pickup orders. We can't let them down so please patronize and support those businesses.

Mayor Biasi confirmed Winters is open for business. Lorenzo's has designated two hours in the morning, from 7-9am, for seniors to shop. Groups have also stepped up and offered to shop for shut-ins. The retirements of Dan and Carol are not a surprise to the City Manager and the City Council, who have been working on succession planning. Mayor Biasi thanked the City Manager for his work.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Biasi adjourned the meeting at 7:40 p.m.

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Bill Biasi, MAYOR

ATTEST:

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Tracy S. Jensen, City Clerk



Minutes of the Special Meeting of the Winters City Council  
Held on March 24, 2020 (Meeting was held remotely via Zoom)

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

Present Online: Council Members Harold Anderson, Jesse Loren, Pierre Neu, Mayor Pro Tem Wade Cowan, Mayor  
Absent: None  
Staff Online: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh, City Clerk Tracy Jensen, Director of Financial Management Shelly Gunby, Police Chief John Miller, Housing/Economic Development Manager Dan Maguire, Public Works Superintendent Eric Lucero, Environmental Services Manager Carol Scianna, Building Official Gene Ashdown

Mayor Biasi led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy said there were no changes to the agenda and read aloud ways for people to participate in the meeting. Directions to log into [www.Zoom.com](http://www.Zoom.com) were sent out via email and were also included on the City's website. Once the app has been downloaded onto a device, the user can use the "raise your hand" function to participate, with the meeting host clicking on your name when it is your turn to speak. As Council addresses various agenda items and the Mayor calls for public comments, please raise your hand. Viewers can also go onto YouTube Live to make a comment or send a comment via email to City Clerk Tracy Jensen at [tracy.jensen@cityofwinters.org](mailto:tracy.jensen@cityofwinters.org).

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

AYES: Council Member 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: Carla Wroten, Downtown Business Owner, requested that a hand washing station be placed in the downtown area. City Manager Donlevy replied one can be installed on one of the corners in the downtown area and Mayor Biasi said these units may currently be in high demand.

Sarah McCullough, Winters resident, submitted the following suggestions to Council via email: create signage and barriers “closing” the play structures at the playgrounds in town; create signage for sporting spaces in parks discouraging play that does not adhere to social distancing standards; partner with Hotel Winters to offer rooms to local people who are unhoused, which is being done in other communities. We are only as healthy and safe as a community as our most vulnerable member; provide relief FIRST for Winters most vulnerable residents, including those who are undocumented or have family members who may be undocumented, those working in the “gig” economy, those who have been laid off, those who are not getting paid while taking time off for child care, sickness or to limit exposure, those who are homeless, and others whose economic survival is threatened by this pandemic; provide relief for small businesses, particularly those who have chosen or were forced to totally shut down; officially pause evictions for renters as allowed under California Executive Order N-28-20; partner with Empower Yolo to ensure that residents who are sheltering in place in unsafe environments have access to help they need; as further testing becomes available, seek testing for any residents with symptoms, the community’s essential workers, caregivers, and others whose potential exposure may be endangering others. City Manager Donlevy responded to Ms. McCullough’s suggestions via email.

CONSENT CALENDAR: None

PRESENTATIONS: None

### DISCUSSION ITEMS

1. COVID-19 Relief - Business and Resident Relief

City Manager Donlevy reviewed possible options for relief for local residents and businesses to help resolve impacts from the COVID-19 pandemic, including deferred payments or payment options for Transient Occupancy Tax for Abbey House Inn and Hotel Winters, waiving late fees for water and sewer payments for

residents and businesses, and giving them the option of partial or deferred payments with an established agreement. In the case of utility payments, any unpaid utility bills as of August 1<sup>st</sup> would be placed on the property tax bills as a lien.

There are several resources available for businesses, which includes SBA (Small Business Administration) disaster loans, State Unemployment/Work Sharing programs (partial wage reductions), State unemployment insurance benefits, payroll tax extensions, and the Solano EDC Rapid Response, who can help businesses with potential layoffs or closures. Contact information for Erica Johnson, Yolo County HSSA Program Coordinator is also available on the City's website.

Childcare will be determined by decisions made by WJUSD. The approval of classrooms and the expansion of programs, ie: After School Program, Munchkin Summer Camp, and others, will also be determined by WJUSD.

Council Member Loren said Winters Chamber of Commerce Executive Director Sue Moualim sent out a questionnaire to many local businesses to inquire what's going on with their businesses, but did not include those businesses that are not Chamber members. Council Member Loren asked if the City could reach out to all businesses as per the business licenses on record to inquire about lay-offs, plans to re-open, and to prepare to provide a robust response to businesses. Council Member Loren also asked if there was a threshold for receiving an SB8 loan and if our businesses quality. Mayor Biasi suggested contacting Guysell Geter at Hotel Winters, who has a lot of information regarding these loans.

City Manager Donlevy said staff member Diana Tafolla, who speaks Spanish, is pushing out information via two sources: the Chamber list and the Downtown Manager's group list. The City will continue to push out information through social media, but if businesses are not on either of these lists, the City will need help to reach them. There are many factors needed to qualify and criteria to be met that are required during the application process. This information and more can be found at <https://www.sba.gov/funding-programs>.

Council Member Cowan asked if the City has someone on staff that is looking out for the City's best interests financially regarding aid from the State as well as Federal Government assistance, and asked if there is a point-person to see how this can trickle down to our small town. City Manager Donlevy said Director of Financial Management Shelly Gunby receives information due to her membership in various organizations, ie: Department of Financial Management and the California Society of Municipal Finance Officers (CSFMO), as well as receiving information directly from the State. The League of California Cities (LCC) also vets a lot of information. Staff also looks to Senator Dodd, Assembly Member Cecilia Aguiar-Curry and their staffs to funnel information down as well. Police Chief Miller and Fire Chief Lopez both earn a solid "A" for individually

tracking funding opportunities and attracting money, including assistance from FEMA.

Council and staff discussed how COVID-19 is affecting the Afterschool Program and the Munchkin Summer Camp. As a grant-funded program through the State, the Afterschool Program and Grant Manager Nicole Jordan-Halley has been in contact with the grant administrator to track where the funds are going.

Mayor Biasi asked for an update on the status of City parks. City Manager Donlevy said staff has been monitoring the parks and have put up signage to follow CDC guidelines to help reduce the spread of COVID-19. Community education is needed. If the County Health officer increases playground limitations, new signs will then be posted.

The League of California Cities (LCC) has asked cities to write a letter to support HR6021, a stimulus bill for cities to help keep them whole financially. The Assembly is also looking at ways to prevent a homeless crisis by people losing their homes. Mayor Biasi said a \$100 million dollars is being given out by the State and Yolo County is receiving over \$100K. He asked staff to touch bases with Supervisor Saylor to see if Winters can get a chunk of it. City Manager Donlevy said these funds are going towards housing and homelessness for major urban areas, where there is a higher at-risk population due to COVID-19 and get them into hotels.

Carla Wroten spoke about the importance of centralizing the updated information being collected from downtown businesses. She also said she is receiving information from the Yolo County Health Dept. to share with the City about signage and employee training. They held their first meeting and training and said having a discussion with employees was important. City Manager Donlevy said the City would be happy to help facilitate some type of distance learning via the Zoom app. Carla said it was important to communicate with your employees who ask how they can still do their jobs and feel safe.

Council Member Loren said the Yolo Food Bank, along with Mayor Pro Tem Cowan and his wife Kathy have distributed food the last two Fridays on Morgan Street for low income and at-risk residents, limiting everyone to two boxes.

Winters Express Reporter Rodney Orosco asked if we had any indication how the slow down will impact the City's budget. City Manager Donlevy said the City is losing money every day. The loss of TOT and the decreased food and fuel sales tax will hit us hard. The biggest thing was that PERS lost \$69 billion dollars in their portfolio last week. Their discount rates are determined by their overall return, which will be a huge impact on Cities. Where pension costs go will be very significant. Council Member Loren asked if there can be something put in place to help people avoid evictions and keep their homes.

CITY MANAGER REPORT: Staff will prepare a resolution in support of eviction legislation, utility bill and TOT deferral, will continue tracking state and federal resources, and perform outreach to all local businesses, including Spanish businesses. Staff will issue letters of support for HR6201 and AB1828A.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Biasi adjourned the meeting at 7:40 p.m.

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Bill Biasi, MAYOR

ATTEST:

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Tracy Jensen, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** April 7, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Public Improvement Agreement and Subdivision Final Map Approval for Callahan Estates (Heartland) Phase 2

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

1. Adopt Resolution No. 2020-17 approving the following:
  - a. Authorize the Mayor to execute the Public Improvement Agreement with Crowne Communities Winters CA LLC; and
  - b. Approve the Subdivision Final Map #4508 for Callahan Estates Phase 2; and
  - c. Authorize the City Clerk to record the Public Improvement Agreement and Final Map with the County Recorder.

**BACKGROUND:** The Callahan Estates Subdivision (Heartland) project consists of approximately 109 single-family lots on 26.4 acres, located at the north end of the Winters Ranch Subdivision and south of Winters Highlands (Stones' Throw). In June 2005, the City entered into a Development Agreement for Callahan Estates Subdivision. Due to the decline in the economy, the subdivision did not move forward. Early in 2016 the City started meeting with representatives of Turning Point Acquisitions V, LLC, and an amended and re-stated DA was approved by the City.

On June 6, 2017, City Council approved a Large Lot Parcel Map (LLPM), dividing Callahan into two Phases. Upon recording of the LLPM; Crowne Communities Winters CA LLC acquired the Phase 1 and 2 parcels from the previous owners of the subdivision – Turning Point Acquisitions V, LLC. The Phase 1 improvements were started in late 2017, and were accepted by the City Council on October 2, 2018. The Phase 2 improvements were started in April, 2019 and have been proceeding, under the city's inspection oversight.

**DISCUSSION:** Crowne has furnished the City with the necessary documentation to complete the processing of the Final Map. The Developer has signed the (attached) Public Improvement Agreement, which covers the remaining improvements (water meters, pavers, landscaping, and signing/stripping) to be completed.

Staff therefore recommends the City Council approve Resolution No. 2020-17 approving the following: 1) authorize the Mayor to execute the Public Improvement Agreement with Crowne Communities Winters CA LLC; 2) approve the Subdivision Final Map #4508 for Callahan Estates Phase 2; and 3) authorize the City Clerk to record the Public Improvement Agreement and Final Map with the County Recorder.

**ALTERNATIVES:** None recommended by staff.

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

Attachment: Resolution No. 2020-17  
Public Improvement Agreement  
Final Map Exhibit

RESOLUTION NO. 2020-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE SUBDIVISION FINAL MAP #4508 OF CALLAHAN ESTATES PHASE 2, AUTHORIZING THE MAYOR TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT WITH CROWNE COMMUNITIES WINTERS CA LLC, AND AUTHORIZING THE CITY CLERK TO FILE THE FINAL MAP AND PUBLIC IMPROVEMENT AGREEMENT WITH THE COUNTY RECORDER.

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

WHEREAS, the reasons supporting the approval of the Final Map entrance of the City into certain agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council staff report entitled "Public Improvement Agreement and Subdivision Final Map Approval for Callahan Estates Phase 2" submitted for City Council consideration at its meeting of April 7, 2020 to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

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

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

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

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

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

- a. That the Public Improvement Agreement with Crowne Communities Winters CA LLC in the form attached hereto as Exhibit A and incorporated herein by this reference (the "Agreement") is hereby approved.

- b. That the Mayor is hereby delegated authority to, and is authorized and directed to, execute the Agreement substantially in the form attached.
- c. That the Subdivision Final Map #4508 of Callahan Estates Phase 2 attached hereto as Exhibit B and incorporated herein by this reference (the "Map") is hereby approved.
- d. Authorize the recordation of the Agreement and Map by the City Clerk.

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

**PASSED AND ADOPTED** by the City Council of the City of Winters at its meeting held on April 7, 2020 by the following vote:

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

**COUNCIL MEMBERS:**  
**COUNCIL MEMBERS:**  
**COUNCIL MEMBERS:**  
**COUNCIL MEMBERS:**

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

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

Recording Requested by  
and when Recorded, return to:

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

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

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

**PUBLIC IMPROVEMENT AND MAINTENANCE  
AGREEMENT  
CALLAHAN ESTATES PHASE 2**

This Public Improvement and Maintenance Agreement (“AGREEMENT”) is made and entered into this 7<sup>th</sup> day of April, 2020 (“EFFECTIVE DATE”) by and between the CITY OF WINTERS, a municipal corporation, hereinafter called (“CITY”) and CROWNE COMMUNITIES WINTERS CA LLC, hereinafter called (“DEVELOPER”). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the “PARTIES” and singularly as “PARTY.”

**RECITALS**

WHEREAS, DEVELOPER is the owner of certain property located within the CITY, commonly known in the City of Winters as the Callahan Estates Property, Yolo County, specifically Parcel 1 as shown on Parcel Map No. 5122, filed in the office of the County Recorder of the County of Yolo on June 23, 2017, in Book 2017 of Parcel Maps at pages 63 and 64 (the “Property”), and is currently developing the property with a phase 2 residential project (the “Project”); and

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

WHEREAS, the public improvements for the PROJECT include, but are not limited to the following: streets, highways, sidewalks, sewer, water, curbs, gutters, storm drainage facilities, and other public utility facilities. The foregoing public improvements are more particularly described in paragraph 3 of this AGREEMENT, and are hereinafter referred to as “the required public improvements;” and

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

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

### **AGREEMENT**

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

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

development impact fees) shall be paid in accordance with existing ordinances or resolutions and this AGREEMENT.

2. **Inspection Fees:** DEVELOPER paid the amount of Eighty-Two Thousand Two-Hundred-Eighty-Two (\$82,282) to the inspection fee account, at time of approval of the improvement plans. CITY shall monitor the inspection fee account and upon request by CITY, DEVELOPER shall be obligated to pay additional funds if needed.

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

3. **Construction of Improvements:**

a. Except as otherwise provided below, DEVELOPER agrees to furnish, construct and install at DEVELOPER's sole cost and expense all the required public improvements as shown and approved on the improvement plans prepared by Laugenour and Meikle, dated 8/27/18 ("IMPROVEMENT PLANS"), as revised, a copy of which are on file in the office of the City Engineer, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer, or by the Developer (which are approved by City.) The IMPROVEMENT PLANS may be modified by the DEVELOPER as construction progresses, provided that any modification is approved in writing by the City Engineer. A portion of the improvements have been constructed prior to this Agreement.

Work commenced and a portion of the improvements were completed. The total estimated cost of the remaining required public improvements for Phase 2 is Eighty-Thousand Dollars (\$80,000).

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

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

4. **Conformance with Improvements Plans:**

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

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

5. **Fulfillment of Conditions:** DEVELOPER shall fulfill all conditions of approval imposed by CITY's Planning Commission on March 15, 2005, as amended, and incorporated herein by this reference, in accordance with CITY ordinances, and state law.

6. **Schedule For Construction:** Construction of all required public improvements has commenced by the DEVELOPER, and remaining work shall be completed within One-Hundred (100) calendar days of the execution of this Agreement.

7. **Inspection and Access to Work**

a. Except as otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the City Engineer. The City Engineer may observe the progress and quality of the work and determine, in general, if construction of the required public improvements is proceeding in accordance with the intent of the IMPROVEMENT PLANS. The

City Engineer is not required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the City Engineer shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions, in conformance with this AGREEMENT.

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

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

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

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

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

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

g. Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or

regulations, representatives of the applicable government agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection is required by the governing agency, the DEVELOPER shall furnish such notice to the appropriate agency.

**8. Timeliness and Extension:**

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

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

c. In the event the CITY extends the time of commencement and/or completion of the work to be done under this AGREEMENT, such extension shall in no way release any guarantee or security given by the DEVELOPER pursuant to this AGREEMENT, or relieve or release those providing an improvement security pursuant to this AGREEMENT. Those

individuals or entities providing improvement security for the PROJECT as specified in Paragraph 9 below shall be deemed to have expressly agreed to any such extension of time. Any such extension may be granted without notice to those entities or individuals providing improvement security to the DEVELOPER.

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

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

a. Improvement security in the sum of Eighty-Thousand Dollars (\$80,000), for Performance, which is equal to 100% of the estimated cost to construct the remaining public improvements within the CITY rights of way; and

b. Improvement security in the sum of Forty-Thousand Dollars (\$40,000) for Payment/Materials, which is equal to 50% of the estimated cost to construct the remaining public improvements within the CITY rights of way.

c. The type and form of the improvements security shall be in conformance with Chapter 5 of the Subdivision Map Act (Government Code section 66499.10) and shall be subject to the approval of the City Manager and City Attorney. No change, alteration, or addition to the terms of this Agreement or the improvement plans accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement,

except as otherwise provided by the Subdivision Map Act. Security may be an instrument of credit or similar security from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, and said security document shall be subject to approval of the City.

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

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

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

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

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

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

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

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

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

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

2) AUTOMOBILE LIABILITY INSURANCE coverage in minimum limits of not less than One Million Dollars (\$1,000,000) shall be required by DEVELOPER and/or DEVELOPER's contractors and sub-contractors hired to

perform work on the PROJECT for owned, hired, leased, and non-owned autos.

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

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

**16. Indemnification and Hold Harmless:** DEVELOPER will indemnify, hold harmless and assume the defense of, in any actions of law or in equity, the CITY, its officers/elected officials, employees, agents, and elective and appointive boards from any and all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature, and description, directly or indirectly arising out of or in any way connected with performance under this AGREEMENT and/or construction of the required public improvements by the DEVELOPER, his contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the DEVELOPER, his contractor or any subcontractor. This

indemnification and hold harmless provision shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the construction. Acceptance of insurance certificates required under this AGREEMENT does not relieve DEVELOPER from liability under this indemnification and hold harmless provision.

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

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

a. Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of Public Improvements until

City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. DEVELOPER shall maintain all the Public Improvements in a state of good repair until they are completed by DEVELOPER and approved and accepted by CITY. Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains and sewer; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to CITY; removal of debris from sewers and storm drains; and sweeping, repairing and maintaining in good and safe condition all streets and street improvements. DEVELOPER shall perform street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the CITY ENGINEER. It shall be DEVELOPER'S responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by CITY. If DEVELOPER fails to properly prosecute its maintenance obligation under this Section, CITY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of DEVELOPER and its surety under this Agreement. CITY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

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

PLANS, approved modifications, if any, City's improvement standards, and to the satisfaction of the City Engineer.

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

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

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

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

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

**22. Prevailing Wages:**

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

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

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

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

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

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

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

a. Purpose of said district is to provide and pay for the maintenance,

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

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

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

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

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

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

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

DEVELOPER: Crowne Communities Winters CA LLC  
319 Teegarden Avenue  
Yuba City, CA 95991  
Attn: Kal Takhar  
Telephone: (530) 870-3172

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

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

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

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

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

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

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

b. Fish and Game CEQA Mitigation: The DEVELOPER shall comply with provisions of Fish and Game Code Section 711.4 by, prior to any construction or grading of the

PROJECT site, submitting written evidence of having paid applicable Fish and Game mitigation fees.

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

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

e. If applicable, the Flood Area Storm Drainage Development Impact Fees referred to in paragraph 32(d) shall be paid in full prior to issuance of the certificates of occupancy for the development.

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

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

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

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

33. **Disclaimer Of Liability:** In the event any claim, action or proceeding is commenced naming the CITY or its agents, officers/elected officials, and employees as defendant, respondent or cross defendant arising or alleged to arise from the CITY's approval of

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

34. **Certificates of Occupancy:** Except as otherwise provided in this AGREEMENT, permanent certificates of occupancy for the "PROJECT" shall not be issued until after completion, and acceptance by the City, of the required public improvements pursuant to the approved public IMPROVEMENT PLANS, or the City Engineer and Fire Chief have provided their written approval.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

CITY OF WINTERS:

DEVELOPER:

BY: \_\_\_\_\_  
BILL BIASI  
MAYOR

BY:  \_\_\_\_\_  
KAL S. TAKHAR  
MANAGING MEMBER

ATTEST:

APPROVED AS TO FORM:

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

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

**OWNER'S STATEMENT**

THE UNDERSIGNED BEING THE ONLY PARTIES HAVING RECORD TITLE INTEREST IN ALL THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS SUBDIVISION MAP, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS SUBDIVISION MAP NO. 4508.

CROWNE COMMUNITIES WINTERS CA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:

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

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

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

**ACKNOWLEDGMENT:**

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

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

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

A NOTARY PUBLIC, PERSONALLY APPEARED.

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

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

WITNESS MY HAND:

SIGNATURE \_\_\_\_\_

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

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

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

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

**TRUSTEE'S STATEMENT**

TRUSTEE UNDER THE DEED OF TRUST RECORDED FEBRUARY 12, 2019, AS INSTRUMENT NO. 2019-0003010, OFFICIAL RECORDS OF YOLO COUNTY, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP FOR RECORD.

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

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

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

**ACKNOWLEDGMENT:**

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

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

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

A NOTARY PUBLIC, PERSONALLY APPEARED.

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

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

WITNESS MY HAND:

SIGNATURE \_\_\_\_\_

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

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

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

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

**COUNTY TAX COLLECTOR'S STATEMENT:**

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

FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 89-18B, I DO HEREBY STATE ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

IN WITNESS THEREOF, THE UNDERSIGNED HAS CAUSED HIS NAME TO BE SUBSCRIBED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

HOWARD NEWENS  
COUNTY TAX COLLECTOR  
YOLO COUNTY, CALIFORNIA

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

**DEDICATION NOTES:**

1. PUBLIC ROADS DESIGNATED "TAYLOR STREET," "CHAPMAN STREET," "GRAF WAY," "DEGENER STREET," "CULTON STREET," AND "VASEY STREET" WITHIN PROJECT BOUNDARY HAVE BEEN DEDICATED TO THE CITY OF WINTERS PER DOC-2019-\_\_\_\_\_

**CITY ENGINEER'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF PARCEL MAP ENTITLED FINAL MAP OF "SUBDIVISION NO. 4508 CALLAHAN ESTATES PHASE 2", AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP SUBMITTED TO THE PLANNING COMMISSION OF THE CITY OF WINTERS, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

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

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

**CITY CLERK'S STATEMENT:**

I HEREBY STATE THAT AT ITS REGULARLY SCHEDULED MEETING OF \_\_\_\_\_, 20\_\_\_\_, THE CITY COUNCIL OF THE CITY OF WINTERS APPROVED THIS FINAL MAP OF "SUBDIVISION NO. 4508 CALLAHAN ESTATES PHASE 2".

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

NANCI G. WILLS  
CITY CLERK  
CITY OF WINTERS

**COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SUBDIVISION NO. 4508 CALLAHAN ESTATES PHASE 2", AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL APPLICABLE CITY ORDINANCES, AND ALL CONDITIONS OF APPROVAL HAVE BEEN COMPLIED WITH.

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

JOHN DONLEVY  
COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF WINTERS

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CROWNE COMMUNITIES WINTERS CA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ON MAY 16, 2019. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN SUCH POSITION ON OR WITHIN ONE YEAR FROM THE FILING OF THIS MAP, AND SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRYAN P. BONINO

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



**CITY CONSULTANT'S STATEMENT:**

I, THE CITY'S CONSULTANT LAND SURVEYOR, HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION NO. 4508 CALLAHAN ESTATES PHASE 2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

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

CHRISTINE M. JOHNSON, LS 6596

**COUNTY RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, AT \_\_\_\_\_, CA, IN BOOK \_\_\_\_\_ OF MAPS, AT PAGES \_\_\_\_\_

AT THE REQUEST OF LAUGENOUR AND MEIKLE.

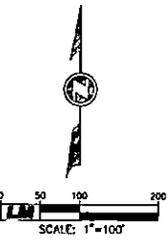
JESSE SALINAS  
COUNTY CLERK-RECORDER  
YOLO COUNTY, CALIFORNIA

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

FINAL MAP  
OF  
SUBDIVISION NO. 4508  
CALLAHAN ESTATES  
PHASE 2  
A SUBDIVISION OF PARCEL 1 - 2017 MAPS 63 & 64 YOR  
LOCATED IN A PORTION OF THE NORTHWEST ONE QUARTER  
OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST,  
MOUNT Diablo MERIDIAN  
CITY OF WINTERS, COUNTY OF YOLO, CALIFORNIA  
**LM LAUGENOUR AND MEIKLE**  
CIVIL ENGINEERING • LAND SURVEYING • PLANNING  
608 COURT STREET, WOODLAND, CALIFORNIA 95665 • PHONE: (530) 682-4725  
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • WEB: www.lmca.net  
JULY 31, 2019 SHEET 1 OF 4

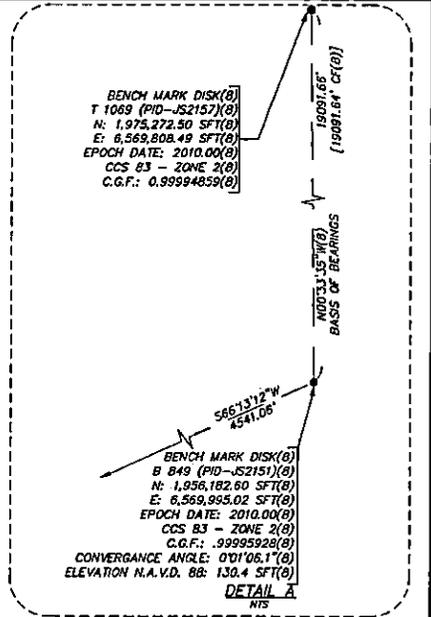
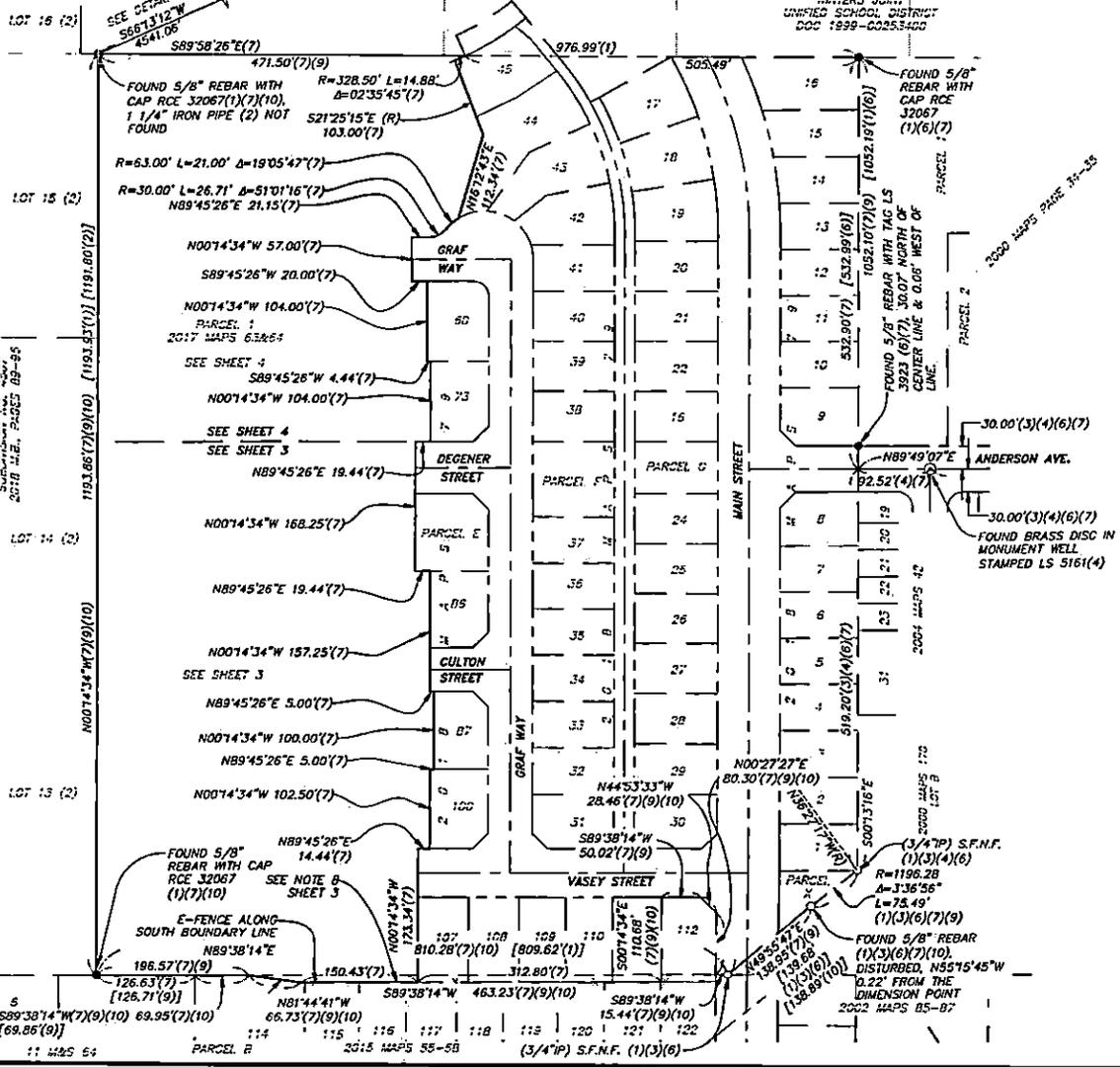
LANDS OF HRT OF WINTERS HIGHLANDS LLC  
 DOC-2015-0010:21-00 - PARCEL ONE  
 SUBDIVISION NO. 4508  
 2018 M.B., PAGES 69-95

WINTERS JOINT  
 UNIFIED SCHOOL DISTRICT  
 DOC 1999-0053-000



LANDS OF HRT OF WINTERS HIGHLANDS LLC  
 DOC-2015-0010:21-00 - PARCEL TWO  
 SUBDIVISION NO. 4508  
 2018 M.B., PAGES 95-98

SEE MAPS 50



**RECORD DATA:**

- (1) BOOK 12, MAPS & SURVEYS, PAGE 38, Y.C.R.
- (2) BOOK 3, MAP BOOK, PAGE 34, Y.C.R.
- (3) BOOK 2000 OF MAPS, PAGES 170-174, Y.C.R.
- (4) BOOK 2004 OF MAPS, PAGES 42-43, Y.C.R.
- (5) BOOK 2002 OF MAPS, PAGES 65-67, Y.C.R.
- (6) BOOK 2000 OF MAPS, PAGES 34-35, Y.C.R.
- (7) BOOK 2017 OF MAPS, PAGES 62-63, Y.C.R.
- (8) NATIONAL GEODETIC DATA SHEETS
- (9) CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, DOC-2007-000420B-00
- (10) BOOK 2015 OF MAPS, PAGES 55-58, Y.C.R.

**BASIS OF BEARINGS:**

THE GRID BEARING OF  $N00^{\circ}33'35''W$ , SHOWN HEREON FOR THE LINE BETWEEN N.G.S. DESIGNATIONS "B 849 1948" AND "T 1069 1967" AS CALCULATED FROM N.G.S. DATA SHEETS, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

SEE SHEET 3 FOR NOTES AND LEGEND

**FINAL MAP  
 OF  
 SUBDIVISION NO. 4508  
 CALLAHAN ESTATES  
 PHASE 2**

A SUBDIVISION OF PARCEL 1 - 2017 MAPS 63 & 64 YCR LOCATED IN A PORTION OF THE NORTHWEST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN CITY OF WINTERS, COUNTY OF YOLO, CALIFORNIA

**LM LAUGENOUR AND MEIKLE**  
 CIVIL ENGINEERING - LAND SURVEYING - PLANNING  
 608 COURT STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (330) 862-1758  
 P.O. BOX 828, WOODLAND, CALIFORNIA 95778 - WEB: www.lmae.net  
 JULY 31, 2019 SHEET 2 OF 4

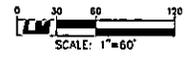
- NOTES:**
1. THE TOTAL AREA FOR THIS SUBDIVISION IS 11.8344 ACRES, GROSS, CONSISTING OF 54 SINGLE-FAMILY LOTS.
  2. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE GRID AND BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2. ALL DISTANCES ARE GROUND, AND SHOWN IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY THE COMBINATION FACTOR OF 0.99995394; AND ALL CURVE DIMENSIONS ARE RADIUS, ARC LENGTH, AND DELTA.
  3. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE OR CURVE MAY NOT EQUAL OVERALL QUANTITY DUE TO ROUNDING.
  4. A 1/2" X 16" REBAR WITH TAG LS 7521 MONUMENT WILL BE SET AT EACH REAR LOT PROPERTY CORNER AND AT EACH REAR LOT LINE ANGLE POINT UNLESS OTHERWISE SHOWN OR NOTED.
  5. THE SIDE PROPERTY LINES OF EACH LOT WILL BE MARKED WITH A 1/4" DIAMETER, SOLDER-FILLED HOLE IN THE CONCRETE SIDEWALK; THIS HOLE WILL BE POSITIONED ON THE PROJECTION OF THE SIDE LINE AT A DISTANCE OF 1.00-FOOT FROM THE FRONT LINE.
  6. ALL EASEMENTS AFFECTING THIS PROPERTY PER PLACER TITLE COMPANY, ORDER NO. J34910, DATED MAY 16, 2019 ARE SHOWN OR LISTED HEREON. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
  7. THE EXTERIOR BOUNDARY AND RECORD INFORMATION SHOWN HEREON IS THE SAME AS SHOWN IN BOOK 2017 OF MAPS AT PAGES 63 & 64.
  8. THE 1/2" REBARS WITH TAG "LS 7521" ALONG THE NORTH LINE OF LOTS 114-122 FROM 2015 MAPS 55-58, SHOWN HEREON, HAVE BEEN SET AND FENCES HAVE BEEN CONSTRUCTED.

- LEGEND:**
- FOUND MONUMENT AS NOTED ON MAP
  - ⊙ FOUND CITY STD. CASED MONUMENT IN MONUMENT WELL, AS NOTED ON MAP
  - CITY STD. MONUMENT TO BE SET IN MONUMENT WELL, BEING A BRASS CAP IN CONCRETE, STAMPED LS 7521
  - ( ) INDICATES RECORD DATA (SEE BELOW)
  - [ ] INDICATES INFORMATION PER RECORD DATA
  - INDICATES DIMENSION POINT, NOTHING FOUND, SET, OR AS NOTED
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - C10 INDICATES CURVE DIMENSIONAL DATA (SEE CURVE DATA TABLES SHOWN ON SHEET 4)
  - L13 INDICATES LINE DIMENSIONAL DATA (SEE LINE DATA TABLES SHOWN ON SHEET 4)
  - (R) INDICATES RADIAL BEARING
  - O.R. INDICATES OFFICIAL RECORDS OF YOLO COUNTY
  - S.F.N.F. INDICATES SEARCHED FOR NOTHING FOUND
- SEE SHEET 4 FOR LINE AND CURVE DATA.

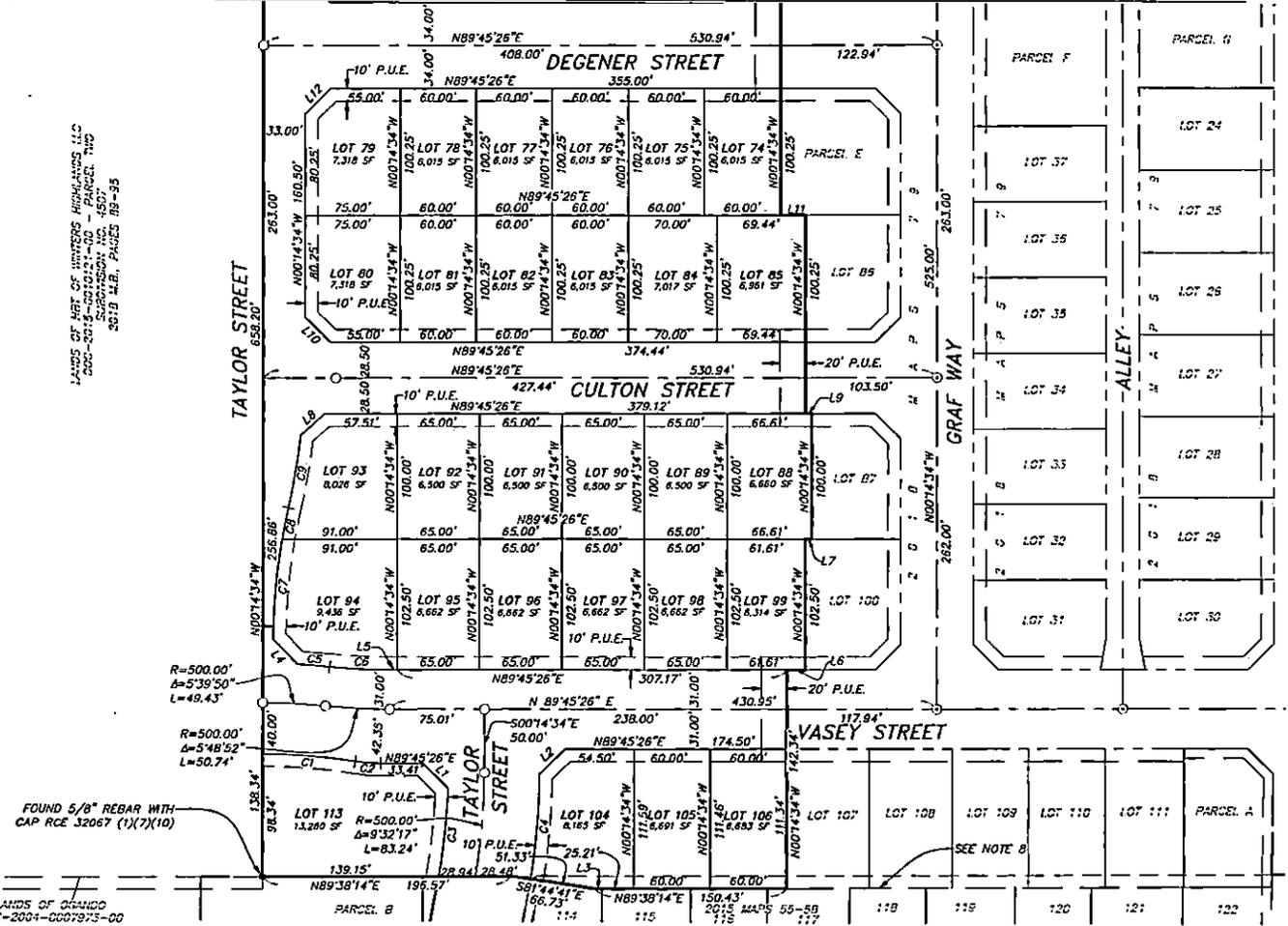
**FINAL MAP**  
 OF  
**SUBDIVISION NO. 4508**  
**CALLAHAN ESTATES**  
**PHASE 2**  
 A SUBDIVISION OF PARCEL 1 - 2017 MAPS 63 & 64 YCR  
 LOCATED IN A PORTION OF THE NORTHWEST ONE QUARTER  
 OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST,  
 MOUNT DIABLO MERIDIAN  
 CITY OF WINTERS, COUNTY OF YOLO, CALIFORNIA

**LM LAUGENOUR AND MEIKLE**  
 CIVIL ENGINEERING - LAND SURVEYING - PLANNING  
 808 COLT STREET, WOODLAND, CALIFORNIA 95695 • PHONE (530) 862-1725  
 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • WEB: www.lmae.com

JULY 31, 2019 SHEET 3 OF 4



MATCH LINE SEE SHEET 4



LANDS OF WINTERS HIGHLANDS, LLC  
 2000-2017 MAPS 63 & 64 YCR  
 2000-2017 MAPS 63 & 64 YCR  
 2000-2017 MAPS 63 & 64 YCR  
 2018 M.B., PAGES 63-65

FOUND 5/8" REBAR WITH  
 CAP RCE J32067 (1)(7)(10)

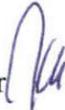
LANDS OF CHANCO  
 000-2004-0007975-00

SEE NOTE 8





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** April 7, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Eric Lucero, Public Works Superintendent  
**SUBJECT:** Final Acceptance of Wastewater Influent Screen Project

---

**RECOMMENDATION:** Staff recommends that the City Council accept the Influent Screen Project as complete and direct the City Clerk to file a Notice of Completion.

**BACKGROUND:** Council awarded contract to Syblon Reid on February 19, 2019 for the construction of the Waste Water Treatment Facility (WWTF) Influent Screening Improvements, Project No. 16.03 in the amount of \$673,000.00 with an additional set aside of \$67,300 for contingencies. Scope of work for project included:

- Pad construction
- Construction of concrete influent screen structure
- Installation of stainless steel plates and grids
- Installation of pipes, valves and fittings as needed to connect to headworks
- Addition of Vault
- 

Syblon Reid started work on March 2019 and ended on March 2020 total project costs were. \$740,727.88. During construction staff secured more funding and Council approved change order was to include meter vault work which increased the budget by \$69,766. Additional change orders resulted in a reduction of total cost by \$2038. In order to complete the second phase of the project, the additional of the mechanical screen it is estimated that additional \$1.2Million will be required. We expect that it will take up to 2 years to accumulate the needed funds in our sewer impact fee account to facilitate these improvements.

**DISCUSSION:** The project was completed in accordance with the approved contract. Staff recommends the City Council accept the project and direct the City Clerk to file a Notice of Completion and release retention

**FISCAL IMPACT:** No funding impacts are associated with this request.



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** April 7, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Eric Lucero, Public Works Superintendent  
**SUBJECT:** SB1 2019-20 Street Rehab Project

---

**RECOMMENDATION:** Council to allow City Manager to execute a contract with the lowest responsive bidder for the SB1 2019-20 Street Rehab Project

**BACKGROUND:** On April 16, 2019 council approved and adopted Resolution No. 2019-09 (SB1 FY 2019/20 Road Rehabilitation Project). The project is currently out to bid, and staff is asking for council to allow the City Manager to execute a contract with the lowest responsive bidder. Project to be completed in the 2019-20 fiscal year.

**FISCAL IMPACT:** Estimate is not to exceed \$454,000 (\$290,000 TDA) (\$120,000 SB1) (\$44,000 Gas Tax)



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** April 7, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Approve Amendment No. 1 to Consultant Services Agreement for Design Services for the City Hall Parking Lot Improvements and Newt's Alley Improvements

---

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

1. Approve Amendment No. 1 to the Consultant Agreement for Design Services for the City Hall Parking Lot Improvements, in the amount of \$6,830.00, and Newt's Alley Improvements, in the amount of \$4,712.50, for a total increase of \$11,542.50; and
2. Authorize the City Manager to sign the Amendment on the City's behalf

**BACKGROUND:** On November 18, 2014, the City entered into a Disposition and Development Agreement with AKM Railroad, LLC, for development of the Downtown Hotel. The purpose of the Agreement was to set forth the obligations of the Parties and the terms and conditions precedent for the purchase and sale of the City Property from the City to the Developer. The Agreement included provisions for the design, development, construction and operation of the Downtown Hotel Project on the Project Site.

The Disposition and Development Agreement included a provision that the City construct certain offsite public improvements. The Agreement also provided that those improvements be conducted by the City separate and apart from the Downtown Hotel Project.

The off-site public improvements are:

- A public surface parking lot consisting of approximately 40+ spaces on City-owned property at the corner of First Street and Abbey Street.
- Alleyway and Paseo Improvements between First Street and Railroad Avenue as more particularly described in the City's Downtown Master Plan.
- Installation and/or relocation of water, sewer, storm drainage, electrical, gas and phone lines necessary for the construction of the Hotel Project on the Project Site.

In 2017, the City completed the Downtown - Water and Storm Drain Improvements, which were designed by Laugenour and Meikle (L&M). City staff coordinated with PG&E on a new electrical service for the Hotel, and staff continues to coordinate with PGH&E and other Utilities for the Rule 20A District to underground the overhead utilities along Newt's Alley.

On May 15, 2018, the City entered into a Design Services Agreement with L&M for City Hall Parking Lot Improvements and Newt's Alley Improvements. The improvements included a new asphalt parking lot on the corner of Abbey and First, and a resurfaced alleyway between First and Railroad. The projects were constructed and completed in 2019.

**DISCUSSION:** In November, 2019, L&M approached the City Engineer to discuss design cost overages associated with the improvements, with a request for a contract Amendment. The basis for the request was that some of the actual design services provided were out of scope and therefore the design costs went well beyond the original budget. They submitted that the overage was nearly \$21,000.

Over the past few months the City Engineer has been working with L&M staff to review the scope of work performed and identify what scope items are deemed to be outside the scope of work in the original Agreement. Based on that review, and further considerations by L&M, the following two areas are considered extra work and the L&M should be compensated for the associated costs: Survey/Construction Staking during construction of the Parking Lot and Alley Improvements.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** The expenses for the original Consultant Agreement for Design Services were covered by Street Capital Fund 622. The additional expenses associated with this Amendment, in the amount of \$11,542.50 will also be covered by Street Capital Fund 622.

Attachments: Amendment No. 1



**CONSULTANT SERVICES AGREEMENT  
AGREEMENT No. 2018-LM01  
AMENDMENT No. 1**

This Amendment is made and entered into this \_\_\_\_ day of April, 2020, and modifies AGREEMENT No. 2018-LM01, dated May 15, 2018, between the City of Winters (CITY) and Laugenour and Meikle (CONSULTANT) for engineering services for the City Hall Parking Lot Improvements and Newt's Alley Improvements.

This amendment changes the agreement as described below:

**AMENDMENTS**

The following sections shall be amended to read as follows:

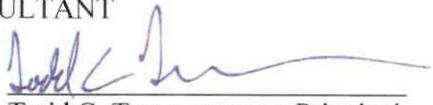
1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT provided design surveying and construction staking services for the City Hall Parking Lot and Newt's Alley. These services were not in the original scope. Consultant provided said services at the time, place, and in the manner specified by the Agreement and Exhibits.

2. **PAYMENT.** The Consultant shall be paid the lump sum amount of Eleven-Thousand-Five-Hundred-Forty-Two dollars and Fifty cents (\$11,542.50) for work described above, in accordance with attached Change Order Request No. 1 dated March 25, 2020.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

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

CONSULTANT  
By:   
Todd C. Tommeraason, Principal

ATTEST:

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



**LAUGENOUR AND MEIKLE**

PO Box 828  
Woodland, CA 95776  
(530) 662-1755

City of Winters (W072)  
C/O Alan Mitchell, Ponticello  
318 First Street  
Winters, CA 95694

Invoice number \* Draft \*  
Date 03/25/2020  
Project **00780-058-0B CITY OF WINTERS - CITY HALL PARKING LOT IMPROVEMENTS**

FOR PROFESSIONAL SERVICES THROUGH: March 24, 2020

TERMS: NET 30

PLEASE NOTE INVOICE NUMBER ON YOUR CHECK. THANK YOU.

City of Winters Agreement No. 2018-LM01 (City Hall Parking Lot Improvements)  
Contact: Alan Mitchell

Email invoices to Alan (alan.mitchell@ponticello.com)

**Labor**

	Date	Hours	Rate	Billed Amount
<b>Principal Surveyor</b>				
Christopher W. Lerch 580 Research	06/12/2019	1.50	190.00	285.00
<b>2-Man Survey Crew/Party Chief</b>				
Cameron R. Morrow 895 Upload/Download Data & Job Prep	06/14/2019	0.25	270.00	67.50
	06/14/2019	0.25	270.00	67.50
	Subtotal	0.50		135.00
<b>1-Man Survey Crew/Chief (CM)</b>				
Cameron R. Morrow 925 Const. Stk.: Finished Grade	07/31/2019	4.00	175.00	700.00
<b>1-Man Survey Crew Travel Time (CM)</b>				
Cameron R. Morrow 890 Travel Time	07/31/2019	1.00	160.00	160.00
<b>2-Man Survey Crew/Chief (SJL)</b>				
Stephen J. Lerch 915 Const. Stk.: Dry Utilities	06/29/2019	1.50	270.00	405.00
<b>2-Man Survey Crew/Chief (MKS)</b>				
Matthew K. Souza 925 Const. Stk.: Finished Grade	07/09/2019	7.00	270.00	1,890.00

**Labor**

	Date	Hours	Rate	Billed Amount
<b>2-Man Survey Crew/Chief (CM)</b>				
Cameron R. Morrow				
925 Const. Stk.: Finished Grade				
	06/14/2019	3.50	270.00	945.00
	07/10/2019	2.75	270.00	742.50
950 Const. Stk.: Restaking				
	07/10/2019	2.00	270.00	540.00
955 Const. Stk.: Rough Grade				
	06/14/2019	3.50	270.00	945.00
	06/17/2019	4.50	270.00	1,215.00
	Subtotal	16.25		4,387.50
<b>2-Man Survey Crew Travel Time (SJL)</b>				
Stephen J. Lerch				
890 Travel Time				
	06/29/2019	0.50	225.00	112.50
<b>2-Man Survey Crew Travel Time (MKS)</b>				
Matthew K. Souza				
890 Travel Time				
	07/09/2019	1.00	225.00	225.00
<b>2-Man Survey Crew Travel Time (CM)</b>				
Cameron R. Morrow				
890 Travel Time				
	06/14/2019	0.75	225.00	168.75
	06/14/2019	0.25	225.00	56.25
	06/17/2019	1.00	225.00	225.00
	07/10/2019	1.00	225.00	225.00
	Subtotal	3.00		675.00
<b>Principal Engineer</b>				
Todd C. Tommeraason				
205 Consulting				
	07/03/2019	1.00	190.00	190.00
<i>PROVIDE SKETCH OF ABBEY AND RAILROAD FOR FIRE DEPT.</i>				
430 Meetings				
	06/05/2019	0.50	190.00	95.00
<i>CONF CALL</i>				
	07/19/2019	1.00	190.00	190.00
<i>SITE VISIT</i>				
600 Revisions per Client				
	06/27/2019	0.75	190.00	142.50
<i>COORDINATION FOR STAKING</i>				
	Subtotal	3.25		617.50
<b>Senior Eng/Survey Tech</b>				
Moureena S. Wright				
170 Calcs/Prepare Cut Sheets				
	06/13/2019	4.00	110.00	440.00
<i>CITY HALL PARKING LOT AND NEWT'S ALLEY ROUGH GRADE STAKING CALCS</i>				
	06/25/2019	4.00	110.00	440.00

**Labor**

	Date	Hours	Rate	Billed Amount
<b>Senior Eng/Survey Tech</b>				
Moureena S. Wright				
170 Calcs/Prepare Cut Sheets				
<i>PARKING LOT &amp; NEWT'S ALLEY REV 1 - ADDED DRIVEWAY IMPROVEMENTS ON RAILROAD AVE.</i>				
	06/28/2019	2.00	110.00	220.00
<i>CALC PARKING LOT LITE STAKING AND UPDATE CONTROL FILES</i>				
	07/08/2019	2.00	110.00	220.00
<i>CONCRETE STAKING CALCS</i>				
	07/08/2019	2.00	110.00	220.00
<i>CONCRETE STAKING CALCS</i>				
	07/30/2019	3.00	110.00	330.00
<i>GUTTER/CONC STAKING CALCS</i>				
	Subtotal	17.00		1,870.00
<b>Survey Technician</b>				
Matthew K. Souza				
895 Upload/Download Data & Job Prep				
	07/09/2019	0.50	80.00	40.00
<i>CREW REPORT/STAKING DETAILS</i>				
Ricardo J. Cazares				
895 Upload/Download Data & Job Prep				
	06/14/2019	0.50	80.00	40.00
	Subtotal	1.00		80.00
Invoice total				<b>11,542.50</b>

**Invoice Summary:**

Description	Contract Amount	Percent Complete	Total Billed to Date	Previously Billed	Billed this Invoice	Remaining
PRELIMINARY RESEARCH	0.00	0.00	0.00	0.00	0.00	0.00
A. PROJECT MANAGEMENT & MEETINGS	760.00	0.00	0.00	0.00	0.00	760.00
B. PUBLIC IMPROVEMENT PLANS	8,680.00	0.00	0.00	0.00	0.00	8,680.00
C. LIGHT PLAN COORDINATION (LIGHTING DESIGN BY OTHERS)	1,260.00	0.00	0.00	0.00	0.00	1,260.00
D. CONSTRUCTION ADMINISTRATION	2,520.00	0.00	0.00	0.00	0.00	2,520.00
X.1 SURVEYING/CONST STAKING FOR PARKING LOT (CO#1)	0.00	0.00	6,830.00	0.00	6,830.00	-6,830.00
X.2 SURVEYING/CONST STAKING FOR ALLEY (CO#1)	0.00	0.00	4,712.50	0.00	4,712.50	-4,712.50
ADDITIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
REIMBURSABLES	0.00	0.00	0.00	0.00	0.00	0.00
Total	13,220.00	87.31	11,542.50	0.00	11,542.50	1,677.50

TO PAY THIS INVOICE WITH VISA, MASTERCARD OR DISCOVER, PLEASE CALL US AT (530) 662-1755. THANK YOU.



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: April 7, 2020  
THROUGH: John W. Donlevy, Jr., City Manager   
FROM: Gene Ashdown, Building Official  
SUBJECT: Bureau Veritas Fee Schedule Update

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**RECOMMENDATION:**  
That the City Council:

1. Receive a Staff Report regarding Fee Schedule Update Plan Check and Inspection Services, Bureau Veritas
2. Approve Fee Schedule Update to Consultant Services Agreement between the City of Winters and Bureau Veritas
3. Authorize City Manager to execute the above update dated February 24, 2020.

**BACKGROUND:**

The City of Winters Building and Code Enforcement Division, in addition to its in-house plan check and inspection process uses consultant services to facilitate review of plan checks and inspections as needed. The use of consultant firms supports timely and responsive services to the development community and residents.

These fees are consistent with industry standards and procedures throughout the region.

Bureau Veritas has been under contract for these services since August 2007 and has not adjusted their fee schedule since August 2011.

Staff recommends authorizing these this fee schedule update.

**FISCAL IMPACT:**

Revenue to support these services will come from the building permit process.

**ATTACHMENTS: EXHIBITS:**

1. Hourly Rate Sheet Fee Schedule for Plan Review and Inspections Services, Bureau Veritas dated February 24, 2020.

# HOURLY RATE SHEET

## FEE SCHEDULE

### PLAN REVIEW AND INSPECTION SERVICES, CITY OF WINTERS

FEBRUARY 24, 2020

Bureau Veritas' pricing reflects our commitment to the success of the City of Winters by helping you maintain significant quality and cost saving benefits moving forward.

**These include:**

- Reduced plan review turnaround times
- Implementation of established electronic plan review processes
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Confidence of working with a well-established consultant in business for 190+ years

	Key Personnel	Role	Hourly Billing Rate*
			2020
1.	Building Official		\$140.00
2.	Senior Plan Review Engineer/Architect		\$120.00
3.	Plan Review Engineer/Architect		\$115.00
4.	Fire Plans Examiner		\$105.00
5.	Senior Plans Examiner		\$105.00
6.	Plans Examiner		\$95.00
7.	Permit Technician		\$70.00
8.	Clerical Support		\$60.00
9.	Fire Plans Examiner / Inspector		\$110.00
10.	CASp Specialist		\$125.00
11.	Senior Inspector/Project Manager		\$95.00
12.	Inspector II		\$85.00

Minimum charge for each visit to the City will be four (4) hours for the appropriate staff level classification and hourly billing rates as shown in the Table above. Overtime will be charged at one hundred fifty percent (150%) of the hourly rates stated above. No overtime will be charged without prior consent from the City.

**Reimbursable Expenses:**

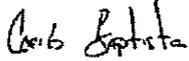
Reimbursable expenses for travel, printing, shipping and other direct project reimbursables shall be negotiated between the City and Bureau Veritas. No reimbursable expenses will be billed without approval from the City. Reimbursement for employee owned vehicle mileage used in connection with work will be at current IRS rate.

*Pricing assumes that this contract is a non-prevailing – for any prevailing wage projects, BVNA will discuss rates with the City to account for California Prevailing Wage requirements.*

# HOURLY RATE SHEET

Thank you for the opportunity to provide this proposal. We look forward to working with you and providing exceptional customer service.

Sincerely,



Craig Baptista, Director of Operations  
Phone: 916.514.4516 Cell: 916.291.9151  
craig.baptista@bureauveritas.com

Agreed to and accepted on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By:

	(Company Name)
	(Signature)
	(Printed Name)
	(P.O. Number to Bureau Veritas North America, Inc.)



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** April 7, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Tracy Jensen for Crystal Zaragoza, Human Resources Manager  
**SUBJECT:** Claim Against the City of Winters – Valerie Garay

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**FISCAL IMPACT:**

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



CLAIM FOR DAMAGES  
TO PERSON OR PROPERTY

TO: (Entity) City of Winters

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

NAME OF CLAIMANT <u>Valerie Garay</u>		Date of Birth of Claimant <u>2/15/62</u>
Home Address of Claimant <u>P.O. Box 1237 Winters CA</u>		Occupation of Claimant <u>Retired</u>
Business Address of Claimant		Home Telephone Number <u>530 219-1210</u>
City and State		Business Telephone Number <u>N/A</u>
Give address and telephone number to which you desire notices or communications to be sent regarding this claim:		
When did DAMAGE or INJURY occur? Date <u>11/19</u> Time <u>8:30 pm</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / <u>NO</u> (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____		

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

One of the local police officers took the tag of the Vehicle when he shouldn't had. So I finally got to the DMV yesterday to get it  
Describe in detail how the DAMAGE or INJURY occurred:  
Winters PD took my tag off the Vehicle when he shouldn't had it was up to date

Names of any employees involved in INJURY or DAMAGE:

Why do you claim the Entity is responsible? Who ever the cop was that night or Winters Responsible to refund me \$200!!

Describe in detail each INJURY or DAMAGE:

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

Damages incurred to date (exact)		Estimated prospective damages as far as known	
Damage to property.....	\$ 2200	Future expenses for medical and hospital care.....	\$ 0
Expenses for medical and hospital care.....	\$ 0	Future loss of earnings.....	\$ 0
Loss of earnings.....	\$ 0	Other prospective special damages.....	\$ 0
Special damages for.....	\$ 0	Total estimate prospective damages.....	\$ 0
General Damages.....	\$ 0		
Total damages Incurred to date.....	\$ 2200		

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

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

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

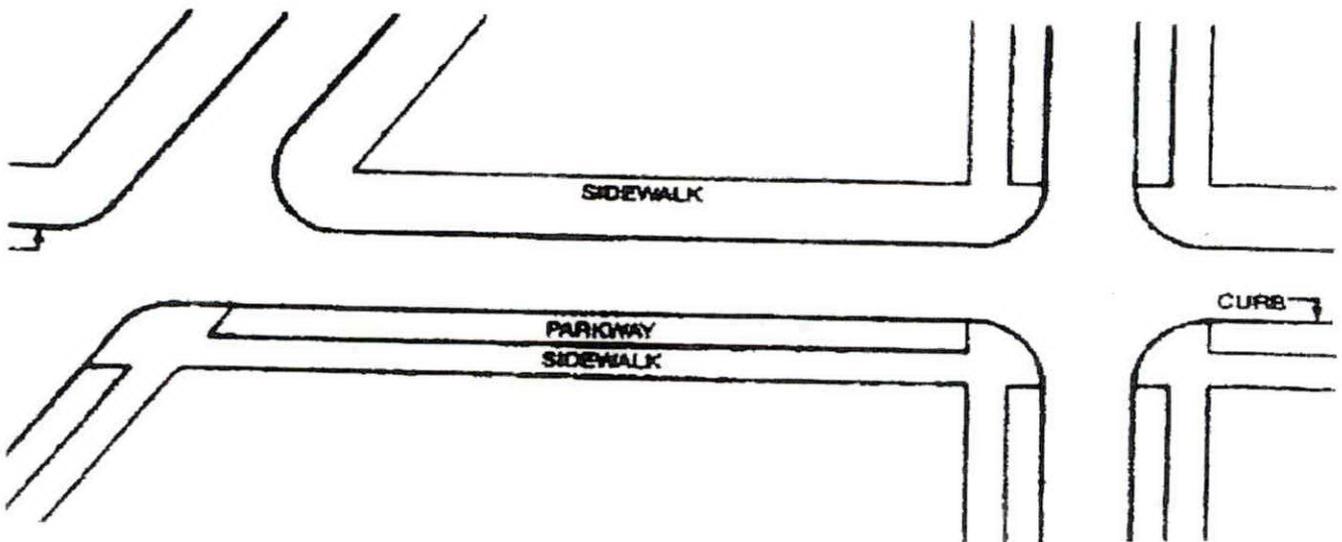
Name <u>Douglas K. Duwell</u>	Address <u>216 Edward St</u>	Phone <u>530 219-1220</u>
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS

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

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.	NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.
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Signature of Claimant or person filing on his behalf giving relationship to Claimant: <u>Valerie Garay</u>	PRINT Name: <u>Valerie Garay</u>	Date: <u>3/13/20</u>
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NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



DEPARTMENT OF MOTOR VEHICLES  
A Public Service Agency

REGISTRATION CARD VALID FROM: 11/22/2019 TO: 11/22/2020

MAKE YR MODEL YR 1ST SOLD VLF CLASS \*YR TYPE VEH TYPE LIC LICENSE NUMBER  
GMC 2003 0000 AF 2018 170 11 8BUV412

BODY TYPE MODEL MP MO VEHICLE ID NUMBER  
UT G BC 1GKDT13S132290239

TYPE VEHICLE USE DATE ISSUED CC/ALCO DT FEE RECVD PIC STICKER ISSUED  
AUTOMOBILE 03/12/20 57 03/12/20 9 S0629816  
PR EXP DATE: 11/22/2020

REGISTERED OWNER  
KIDWELL DOUGLAS W  
OR GARAY VALERIE J  
216 EDWARD ST  
PO BX 1237  
WINTERS  
CA 95694

AMOUNT PAID  
\$ 22.00

AMOUNT DUE \$ 22.00  
AMOUNT RECVD  
CASH : 40.00  
CHCK :  
CRDT : 18.00  
CASH BACK

LIENHOLDER



REGISTRATION CARD VALID FROM: 11/22/2018 TO: 11/22/2019

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
GMC	2003	0000	AF	2018	170	11	8BUV412
BODY TYPE MODEL	MP	MO					VEHICLE ID NUMBER
UT	G	ZY					1GKDT13S132290239
TYPE VEHICLE USE		DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	USE TAX	
AUTOMOBILE		11/26/18	57	11/26/18	3	65	
							PR EXP DATE: 11/22/2019

REGISTERED OWNER  
 KIDWELL DOUGLAS W  
 OR GARAY VALERIE J  
 216 EDWARD ST  
 PO BX 1237  
 WINTERS  
 CA 95694

	AMOUNT DUE	AMOUNT RECVD
	\$ 80.00	CASH : 100.00
		CHCK :
		CRDT :
	CASH-BACK	: 20.00
		AMOUNT PAID
		\$ 80.00

LIENHOLDER



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** April 7, 2020  
**FROM:** David Dowswell, Contract Planner, Community Development Department  
**THROUGH:** John W. Donlevy, Jr., City Manager *JD*  
**SUBJECT:** Public Hearing and Consideration of the Amended Tentative Subdivision Map for the Three Hundred and Ninety-Five (395) Lot Stones Throw (formerly Winters Highlands) Subdivision

---

**RECOMMENDATION:**

That the City Council:

1. Receive the Staff Report on a proposed Amended Tentative Subdivision Map, and
2. Conduct the Public Hearing to consider comments on the Amended Tentative Subdivision Map, and
3. Find per Section 15061(b)(3) of the CEQA Guidelines that the proposed amendment to the Tentative Map is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed amendment to Tentative Map; and
4. Approve Resolution No. 2020-12, Resolution of the City Council of the City of Winters Approving the Amended Tentative Subdivision Map for the Stones Throw Subdivision.

**BACKGROUND:**

In April 2006 the City Council entered into a development agreement (DA) involving the

Winters Highlands Subdivision. A First Amendment to the DA was approved in November 2006 and a Second Amendment in January 2009.

On January 5, 2015 the Planning Commission recommended the City Council approve an Amended and Restated Development Agreement between the City of Winters and GBH-Winters Highlands, LLC.

On January 20, 2015 the City Council approved the Amended and Restated Development Agreement. Included with the approval the Council also amended a number of the Conditions of Approval relating to design.

On July 25, 2017 the Planning Commission approved the design of the model homes for Phase 1 of the Stones Throw Subdivision. In April 2005, the City approved the Creekside Estates Subdivision and Development Agreement (DA). In December 2012 the First Amendment approved a number of changes including extending the term of the agreement until December 20, 2018, amending the language regarding the approval of an agreement with the Winters Unified School District and how the cost of infrastructure improvements needed to develop the subdivision would be determined.

On February 25, 2020 the Planning Commission considered the considered the Amended Tentative Map. At the hearing Commissioner Contreras asked if the adding an extra 7 lots triggered the need for an additional affordable unit? Staff did not know, but suggested a condition be added requiring an additional affordable unit if it was determined one was required under the City's inclusionary housing ordinance. The applicant indicated they would provide the additional unit if required. At the conclusion of the public hearing the Planning Commission recommended the City Council approve the Amended Tentative Map.

**PROJECT DESCRIPTION:**

The applicant is requesting to amend the Stones Throw Tentative Map by subdividing seven (7) single family corner lots into fourteen (14) duplex lots. The amendment is being requested because the applicant believes converting the single-family lots to duplex lots would be beneficial from a marketing standpoint by allowing them to have more lower priced homes for sale. The existing approved duplex lots are highlighted in purple and circled in light blue. The new duplex lots are circled in light green. The lots highlighted in purple but not circled are no longer being proposed as duplex lots (Attachment A).

According to the City's inclusionary housing ordinance adding 7 duplex lots triggers the need for one (1) additional affordable unit. Should the additional affordable unit be a moderate unit one-half of a duplex unit be used to meet the requirement. Should the additional affordable unit be a very low unit the applicant would have to pay an in-lieu fee of \$45,609.05.

**DISCUSSION:**

When the City approved in 2006 the tentative map and development agreement for the Winters Highlands Subdivision it included up to 413 lots, 395 single-family lots and 18 duplex lots. In 2015 when the City Council approved the revised tentative map for Winters Highlands it included only 404 lots, 395 single-family lots and 9 duplex lots. The proposed amendment would result in their being 411 lots, 395 single-family lots and 16 duplex lots (Attachment A). Allowing duplexes on corner lots is consistent with the City's Housing Element and are permitted in Table 3B of the Zoning Ordinance.

All of the original conditions of approval placed on the previously approved tentative map still apply. The following condition is being added to address the obligation for one (1) additional affordable unit:

1. The applicant shall meet with staff to determine how the requirement for an additional affordable unit will be met.

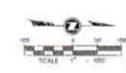
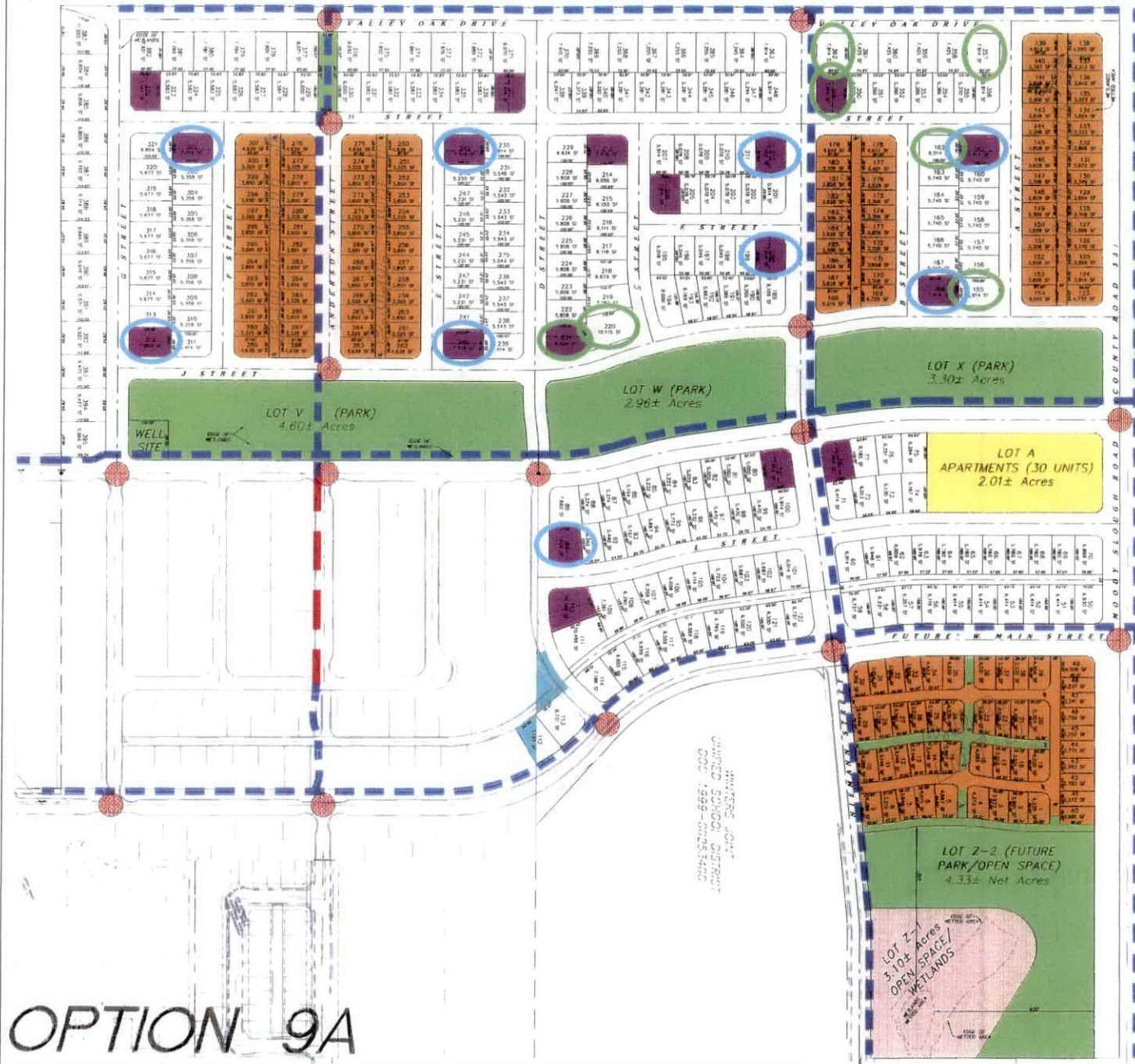
**ENVIRONMENTAL ASSESSMENT**

Per Section 15061(b)(3) of the CEQA Guidelines, the proposed Amended Tentative Map is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amended Tentative Map.

**ATTACHMENTS:**

- A. Amended Tentative Map
- B. Resolution 2020-12

# WINTERS HIGHLANDS



**OWNER**  
LARRA JOHL & RICK CHAFFIN  
4239 DOUGLASS BLVD SUITE 100  
DUNSMuir, CA 95628  
PHONE (916) 980-1660

**SUBDIVIDER**  
ORANGE BAY HOLDINGS, LLC  
4239 DOUGLASS BLVD SUITE 100  
DUNSMuir, CA 95628  
PHONE (916) 980-1660

**ENGINEER/SURVEYOR**  
LARGENDOR AND HEALE  
CIVIL ENGINEERS  
808 COURT STREET  
WOODBRIDGE, CA 94606  
PHONE (510) 862-1755

**EXISTING USE**  
VACANT

**PROPOSED USE**  
241 SINGLE FAMILY LOTS (26 DUPLEX LOTS), 242 AFTER LOT LINE ADJUSTMENT (R-2)  
053 PUD OVERLAY (R-2)  
054 2.04 ACRES MULTI-FAMILY PARCEL, 103 UNITS ESTIMATED (R-4)  
055 EXCHANGE PARCEL TO FALGAMAN ESTATES (LRRM 07)  
056 EXCHANGE PARCEL TO WINTERS HIGHLANDS (LRRM 07)  
057 4.851 ACRES PARK WITH WELL 50'  
058 2.884 ACRES PARK  
059 3.551 ACRES PARK  
060 3.104 WETLANDS/OPEN SPACE  
061 2.2 4.181 ACRES PARK/OPEN SPACE

**EXISTING ZONING** R-2 PARK/OPEN SPACE W/ & OS  
**PROPOSED ZONING** R-2 R-2 (PUD) OVERLAY W/ W & OS

**SEWER & STORM DRAINAGE SERVICE** CITY OF WINTERS  
**WATER SERVICE** CITY OF WINTERS  
**GAS & ELECTRIC SERVICE** P.O.A. & I  
**TELEPHONE SERVICE** SBC  
**FLOOD ZONE** F  
**GROSS AREA** 107.8 AC ±  
**APNs** 030-220-11, 030-220-14, & 030-220-35

**NOTES**  
1. EXISTING STREET RIGHTS-OF-WAY AND EASEMENTS SHOWN ON ORIGINAL MAP OF THE WOODBACHER TRACT NO. 1 AND LOCATED WITHIN THE BOUNDARIES OF THIS SUBDIVISION WILL BE ABANDONED WITH THE FINAL MAP FOR SECTION 66-69-20 1/2 OF THE SUBDIVISION MAP. (C1)

- CLASS I BIKE PATH
- CLASS II BIKE PATH
- TRAFFIC CALMING FEATURE  
SEE DETAIL 1, THIS SHEET
- PARK AREA
- P.U.D. OVERLAY
- DUPLEX LOTS
- WETLANDS AREA
- EXCHANGE PARCEL



OPTION 9A

OWNER: LARRA JOHL & RICK CHAFFIN  
SUBDIVIDER: ORANGE BAY HOLDINGS, LLC  
ENGINEER/SURVEYOR: LARGENDOR AND HEALE



**RESOLUTION NO. 2020-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
APPROVING AN AMENDED TENTATIVE SUBDIVISION MAP 4507 FOR THE  
STONES THROW SUBDIVISION**

**WHEREAS**, on February 25, 2020 the Planning Commission of the City of Winters recommended to the City Council approval of Amended Tentative Subdivision Map No. 4507 for the Stones Throw (formerly Winters Highlands) Subdivision (the "Amended Tentative Map"); and

**WHEREAS**, the Amended Tentative Map is in the form attached hereto as **Exhibit A**; and,

**WHEREAS**, the City Council finds and determines that it can be seen with certainty that adoption of this Resolution approving an Amended Tentative Map will not have a significant effect on the environment. Thus, the adoption of this Resolution is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS  
RESOLVES AS FOLLOWS:**

SECTION 1. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, the City Council hereby approves Amended Tentative Map as depicted in **Exhibit A**.

SECTION 2. Except as specifically amended herein, the Amended Tentative Map, all Findings of Fact and Conditions of Approval approved by the City Council therewith, and all other approvals and conditions approved by the City pursuant to Resolution No 2020 remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its adoption.

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 7<sup>th</sup> day of April, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

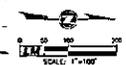
ATTEST:

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

\_\_\_\_\_  
Tracy Jensen, City Clerk  
City of Winters

**ATTACHMENT B**

# WINTERS HIGHLANDS



VICINITY MAP  
N15

**OWNER/PROPOSER:** WEST OF WINTERS HIGHLANDS LLC  
12100 WHITE ROCK ROAD #100  
BENDIGO CALIFORNIA 95709  
PHONE: (916) 782-2321

**ENGINEER:** LAURENCE AND MEIKLE  
1210 COURT STREET  
WOODLAND, CA 95695  
PHONE: (530) 842-1750

**PROPOSED USE:** SINGLE-FAMILY

**PROPOSED USE:**  
 S29 - SINGLE FAMILY LOTS (W/ DUPLEX LOTS) (#-2)  
 S32 - P.U.D. OVERLAY (#-2)  
 LOT A - 200± HOME NEAR-FAMILY PARKED (30 UNITS ESTIMATED) (#-1-1)  
 LOT W - 4.5± HOME PARK PARKED NEAR-WALL, 20±  
 LOT X - 2.5± HOME PARK  
 LOT Y - 3.1± HOME PARK  
 LOT Z - 4.3± HOME PARK/OPEN SPACE  
 LOT 1 - 3.0± HOME WETLANDS/OPEN SPACE

**EXISTING ZONING:** R1, R2, R3, P.U.D. OVERLAY, WF, AND OS

**SEWER & STORM DRAINAGE SERVICE:** CITY OF WINTERS

**WATER SERVICE:** CITY OF WINTERS

**GAS & ELECTRIC SERVICE:** PG&E

**TELEPHONE SERVICE:** AT&T

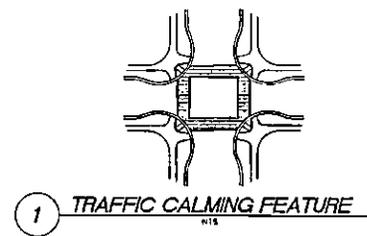
**FLOOD ZONE:** F

**CRIPPLE AREA:** 104.47± ACRES

**APN:** 010-220-010, 010-220-041, 010-220-061, 010-220-066, AND 010-220-081  
(DRAW, W/BS FOR TRACTS 1 AND 1A HAVE PREVIOUSLY BEEN RECORDED)

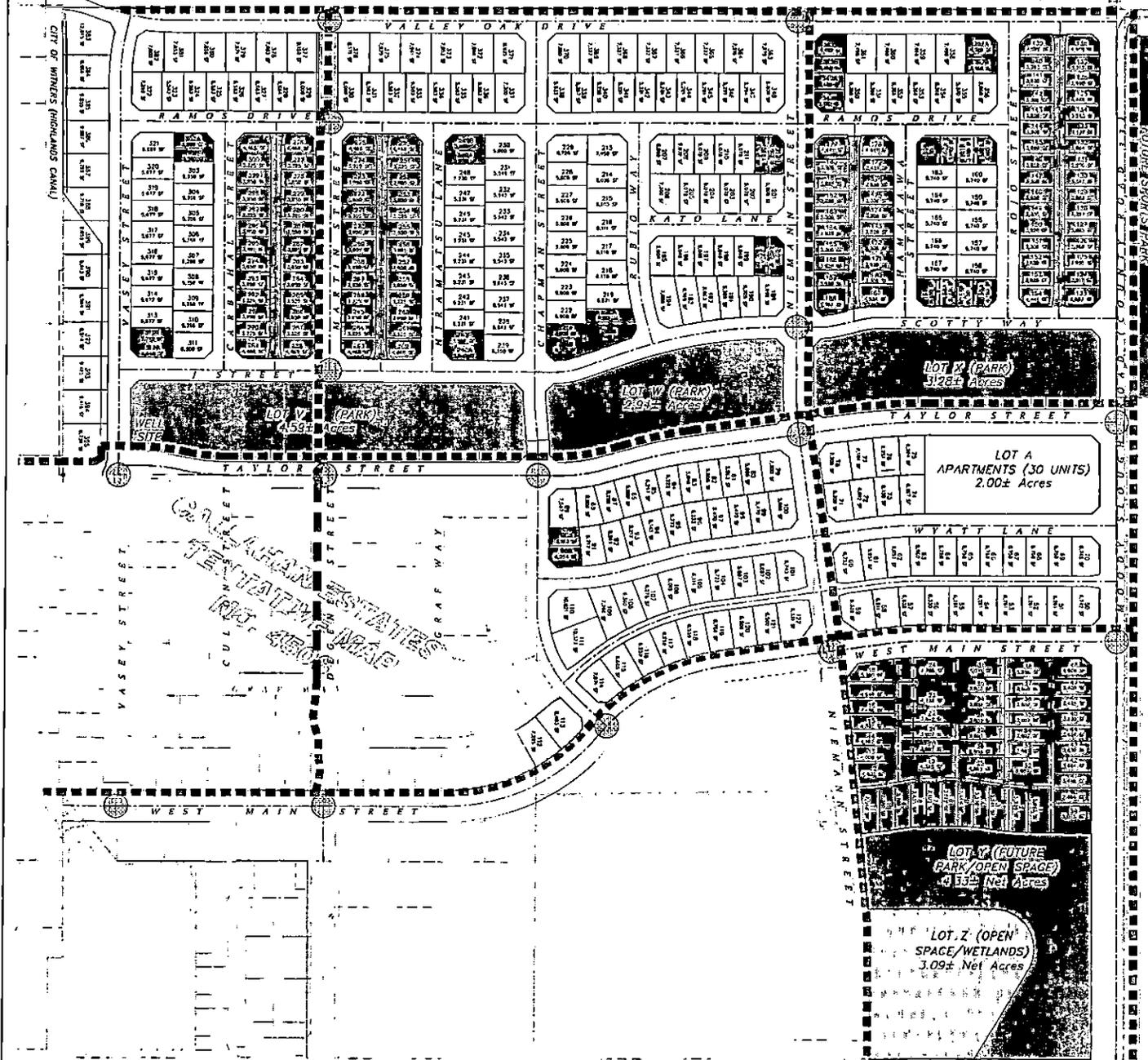
**NOTES:**  
 1. EXISTING STREET RIGHTS-OF-WAY AND EASEMENTS SHOWN ON ORIGINAL MAP OF THE SUBGRADER TRACT NO. 1 AND LOCATED WITHIN THE BOUNDARIES OF THIS SUBDIVISION SHALL BE ABANDONED WITH THE FINAL MAP PER SECTION 66497.20 1/2 OF THE SUBDIVISION MAP ACT

- CLASS I BIKE PATH
- CLASS II BIKE PATH
- TRAFFIC CALMING FEATURE  
SEE DETAIL 1, THIS SHEET
- PARK AREA
- P.U.D. OVERLAY
- DUPLEX LOTS
- WETLANDS AREA



TENTATIVE MAP  
FOR  
SUBDIVISION NO. 4507  
WINTERS HIGHLANDS

LOCATED IN A PORTION OF FRACTIONAL SECTION 8,  
TOWNSHIP 8 NORTH, RANGE 1 WEST, COUNTY OF ELDO  
MENDOCINO, CITY OF WINTERS, YUBA COUNTY, CALIFORNIA  
BY  
**LM LAUCOUR AND MEIKLE**  
CITY ENGINEERING LICENSE NO. 12100  
AND PROFESSIONAL ENGINEER LICENSE NO. 51114  
FEBRUARY 28, 2020 2-SET 1 OF 4





**TO:** Honorable Mayor and Council Members

**DATE:** April 7, 2020

**THROUGH:** John W. Donlevy, Jr., City Manager 

**FROM:** David Dowswell, Contract Planner

**SUBJECT:** Various Zoning Text Amendments to Title 17 (Zoning Ordinance) amending Chapter 17.04, Introductory Provisions and Definitions and Chapter 17.98, Accessory Dwelling Units (ADUs) of the Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units (JADUs) regarding Accessory Dwelling Units

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**RECOMMENDED CITY COUNCIL ACTION:**

1. Find the proposed amendments under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California’s ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State’s ADU law. Statutorily Exempt from CEQA, Sections 15268 (Ministerial Projects) and 15282h (Accessory Dwelling Unit Ordinance).
2. Receive the staff report, conduct the public hearing, and introduce Ordinance No. 2020-01 approving the proposed amendments to Chapters 17.04 (Introductory Provisions and Definitions), 17.16 (Applications and Public Hearings), and 17.98 (Accessory Dwelling Units) of the Winters Municipal Code (Zoning

## **BACKGROUND:**

In 2019, the California Legislature approved, and the Governor signed into law, a number of bills in the “New ADU Laws”) which, among other things, amended Government Code sections 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs. The New ADU Laws took effect January 1, 2020. The City’s ordinance became null and void on that date.

On February 25, 2020 the Planning Commission held a public hearing where they considered amendments to the accessory dwelling unit regulations. At the conclusion of the hearing the Planning Commission unanimously recommended that the City Council approve the proposed ordinance revising the accessory dwelling unit regulations.

## **ANALYSIS:**

The proposed ordinance amends the City’s local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22.

Key changes to the accessory dwelling unit regulations include:

- Cities must approve an ADU, if the ADU complies with the regulations, within 60 days without discretionary review
- Cities must automatically approve ADUs of 800 square feet or less if converted from existing space in the home or other structure (e.g., a garage) which can be accessed from the exterior or is detached with a maximum height of 16 feet and has a side or rear yard setback.
- Cities cannot require owner-occupancy of either the ADU or principal residence for any new ADUs applied for between January 1, 2020 and January 1, 2025.
- Cities cannot require additional off-street parking for an ADU.
- Cities must allow conversions of existing garages to an ADU without having to replace the parking provided by the garage.
- Cities cannot charge impact fees for ADUs under 750 square feet.
- Cities cannot count the area/footprint of a detached ADU towards the allowable lot coverage.
- Cities must allow ADUs on lots with multi-family structures. Maximum number of ADUs that can be added cannot exceed 25 percent of the existing number of multi-family units.

The attached draft ordinance (Attachment A) includes changes to the City of Winters Municipal Code Chapter 17.04, Introductory Provisions and Definitions and Chapter 17.98, Accessory Dwelling Units, substantially in the form attached.

When the Council adopted the Vacation Rental ordinance last year there was some discussion at the state level of possible legislation that would prohibit ADUs from being used as short-term vacation rentals. As of the writing of this report there is no definitive

answer as to whether this restriction will happen. The ordinance the Council is being asked to approve does not prohibit ADUs from being used as short-term vacation rentals.

#### **ENVIRONMENTAL ASSESSMENT:**

Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of appurtenant accessory structures and garages as examples of activity that expressly falls within this exemption. The ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the conversion of existing structures into, and the new construction of, ADUs and JADUs, which are, by definition, structures that are accessory to a primary dwelling on the lot

#### **ATTACHMENTS**

- A) Ordinance 2020-01, Accessory Dwelling Unit with edits and with edits accepted

ORDINANCE NO. 2020 - 01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AMENDING CHAPTER 17.04, INTRODUCTORY PROVISIONS AND DEFINITIONS AND  
CHAPTER 17.98, ACCESSORY DWELLING UNITS OF THE WINTERS MUNICIPAL CODE

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

1. Purpose. The purpose of this ordinance is to amend various sections of the text in the Winters Municipal Code (the "Municipal Code") necessary to regulate Accessory Dwelling Units.
2. Authority. The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.
3. Amendments to Title 17. The City hereby makes the following amendments to Title 17 of the Municipal Code:
  - a. Subdivision (B) of Section 17.04.140 of the Municipal Code is hereby amend the following definitions:

**17.04.140 Definitions**

"Accessory building or accessory structure" which excludes accessory dwelling units, means a detached subordinate structure or building located on the same premises as the main building or buildings located on the same premises as the main building or buildings (or proposed for development concurrently with the main building or buildings), the use of which is customarily incidental to that of the main building or the use of land. Where any portion of a wall of accessory building or structure is attached to the main building where an accessory structure is attached to the main building in a substantial manner by a roof or deck, the accessory building or structure shall be considered and treated as part of the main building.

"Accessory dwelling unit" or "ADU" means a dwelling unit attached or detached from the principal permitted dwelling which provides complete and independent living facilities, including living, sleeping, eating, cooking and sanitation facilities, for rent but not for sale. An accessory dwelling unit also includes an efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code and a manufactured home, as defined by Section 18007 of the California Health and Safety Code.

Definitions "Accessory use" through "Complete application" unchanged.

"Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

Definitions "Cottage food operation" through "Dwelling unit" unchanged.

"Efficiency kitchen" means a kitchen that includes each of the following

1. A cooking facility with appliances.
2. A food preparation counter that total at least fifteen (15) square feet in area, and
3. Food storage cabinets that total at least thirty (30) square feet of shelf space.

Definitions "Emergency vehicle" through "Independent review" unchanged.

"Junior accessory dwelling unit" or "JADU" means a residential unit that is as follows

1. Is no more than five hundred (500) square feet in size.
2. Is contained entirely within an existing or proposed single-family structure.
3. Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and
4. Includes an efficiency kitchen, as defined.

Definition for "Landscaping" unchanged.

"Living area" means the interior habitable area of a dwelling unit, including basements and attics, but not including a garage or any accessory structure.

Definitions for "Living quarters" to "Parking space" unchanged.

"Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to an entrance of an ADU or JADU.

Definitions for "Paved" to "Projecting sign" unchanged.

"Public transit" means a location, including, but not limited to, a bus stop, subway or train station, where the public may access buses, trains, subways and other forms of transportation that charge set fares, run fixed routes.

Definitions for "Recreational vehicle" to "Structure" unchanged.

"Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

Definitions "Temporary sign" to "Zone" unchanged.

b. Chapter 17.98 of the Municipal Code is hereby amended in its entirety to read as follows:

### Chapter 17.98

#### ACCESSORY DWELLING UNITS

**Sections:**

**17.98.010 Purpose and intent.**

**17.98.020 Administration**

**17.98.030 Development ~~S~~standards for all accessory dwelling units**

**17.98.040 Development standards for streamlined approval of accessory dwelling units.**

**17.98.010 Purpose and intent**

The purpose of this section is to permit accessory dwelling units in single-family and multi-family residential zoning districts consistent with state law (California Government Code Sections 65852.1502 through 65852.22). This section is intended to expand housing opportunities by increasing the number of housing units available within existing neighborhoods while maintaining the primarily "single family" residential character of the area. Accessory dwelling units, which includes junior accessory dwelling units, are intended to provide livable housing at lower cost while providing greater security, companionship, and family support for the occupants, consistent with the general plan. An accessory dwelling unit must comply with all of a the provisions in Chapter 17, except as modified in this chapter.

**17.98.020 Administration**

A. Accessory Dwelling Unit Approval Permit Required. ~~An approval of an~~ accessory dwelling unit ~~permit~~ shall be obtained prior to construction, conversion and/or development of an accessory dwelling unit. Pursuant to California Government Code Section 65852.2, approval of the accessory dwelling unit ~~permit~~ shall be considered ministerial without any discretionary review or a hearing. Accessory dwelling units are exempt from the California Environmental Quality Act.

B. Application.

1. ~~1~~ Applications for an accessory dwelling unit ~~permit~~ shall be filed with the community development director on forms provided by the community development department.
2. An application for an accessory dwelling unit ~~permit~~ shall be accompanied by a fee established by resolution of the city council to cover the cost of handling the application as prescribed in this subsection.

3. Once an application is deemed complete the application must be approved or denied within ~~one hundred and twenty-sixty (1260) days if there is an existing single-family or multi-family dwelling on the lot.~~

C. Existing Accessory Dwelling Units. This section shall in no way validate an illegal accessory dwelling unit. An application for an accessory dwelling unit ~~permit~~ may be made pursuant to the provisions of this chapter to convert an illegal accessory dwelling unit into a lawful accessory dwelling unit, or to allow for the replacement, alteration or expansion of an existing nonconforming accessory dwelling unit. The conversion of an illegal accessory dwelling unit into a lawful accessory dwelling unit, or the replacement, alteration or expansion of an existing nonconforming accessory dwelling unit shall be subject to the requirements of this chapter.

**17.98.030 Development ~~s~~Standards for all accessory dwelling units**

~~All accessory dwelling units shall comply with the following development standards:~~

A. ~~Only one (1) accessory dwelling unit shall be allowed for each single-family residential lot. An accessory dwelling unit shall not be permitted on a lot already having two (2) or more dwelling units located thereon.~~

B. ~~The minimum floor space of an detached accessory dwelling unit shall be one hundred fifty (150) square feet and the maximum area of floor space of a detached accessory residential unit shall not exceed one thousand two hundred (1,200) square feet of living area on lots with a net lot area of twenty thousand (20,000) square feet or more and seven hundred fifty (750) square feet one thousand two hundred (1,200) square feet of living area on lots with a net lot area of less than twenty thousand (20,000) square feet. The maximum area of floor space of an attached accessory residential unit shall not exceed fifty percent (50%) of the living area of the existing principal residence, not to exceed a maximum of one thousand two hundred (1,200) square feet.~~

C. ~~A detached accessory dwelling unit that is eight hundred (800) square feet or less and sixteen (16) feet or less in height may have a side and rear setback of four (4) feet.~~

D. ~~An accessory dwelling unit built above an existing detached garage may be located within five (5) feet of the rear or side property lines, subject to complying with Title 24 of the California Code of Regulations~~

D. ~~The size of the accessory dwelling unit shall not be counted towards the maximum floor area ratio (FAR) for the site.~~

B. ~~The site on which the proposed accessory dwelling unit is to be located meets the minimum lot size requirements for the zone in which it is located and in no instance is less than six thousand (6,000) square feet.~~

~~GE. Construction under this section~~ Accessory dwelling units shall be subject to complying with zoning requirements applicable to residential construction in single family (R-R, R-1, and R-2, R-3 and R-4) zones, except as modified by the conditions of this section.

~~DE.~~ The lot on which the accessory dwelling unit is proposed shall contain a principal residence at the time of construction of the accessory dwelling unit. In the case of vacant lots, the principal residence and accessory dwelling unit may be constructed at the same time.

~~EG.~~ The accessory dwelling unit is self-contained with its own separate entrance, kitchen and bathroom and shall comply with all applicable building, fire, energy and other health and safety codes.

~~F.~~ Only one accessory dwelling unit shall be allowed for each principal residence per lot. An accessory dwelling unit shall not be permitted on a lot already having two or more dwelling units located thereon and shall not be permitted in addition to a guest dwelling. A guest dwelling shall not be permitted on any lot developed with an accessory dwelling unit.

~~G.~~ The accessory dwelling unit shall be in compliance with all current zoning requirements, including structure height and yard setbacks. Consistent with the general plan, accessory dwelling units that front on alleys shall be encouraged. An accessory dwelling unit built above an existing detached garage may be located within five (5) feet of the rear or side property lines, subject to complying with Title 24 of the California Code of Regulations. Consistent with the general plan, accessory dwelling units that front on alleys shall be encouraged.

H. An accessory building or structure, including a garage or carport, may be converted into an accessory dwelling unit, subject to complying with the Title 24 of the California Code of Regulations. No off-street parking shall be required for an accessory dwelling unit. Replacement parking is not required when a garage or carport is converted to an accessory dwelling unit.

~~I.~~ One (1) off-street uncovered parking space shall be provided for every accessory dwelling unit in addition to parking required for the principal residence. The off-street uncovered parking space may be provided in the front setback to the side of the existing driveway or in tandem on the driveway, subject to complying with Section 17.98.0301. When development of the accessory dwelling unit displaces existing required off-street parking (e.g., conversion of a garage) the required parking shall be concurrently replaced on the property in compliance with the off-street parking regulations in Chapter 17.72.

~~No additional parking is required if the accessory dwelling unit is located:~~

~~Within one-half (1/2) mile of public transit;~~

~~in an historic district;~~

~~in part of an existing principal residence or existing accessory building or structure.~~

~~In an area requiring on-street parking permits but they are not offered to the ADU occupant; or~~

~~Within one block of a car-sharing vehicle pick-up/drop-off location.~~

~~J. Not more than forty (40) percent of the front yard of a parcel, inclusive of accessory dwelling unit off-street parking requirements, shall be devoted to a driveway.~~

~~K. The accessory dwelling unit shall not cause excessive noise, traffic congestion, parking congestion or overloading of public facilities.~~

~~L. Separate hookups for city services and/or utilities may be required as determined by city standards as applied by city staff or by the appropriate public utility.~~

**M.** Accessory dwelling units shall achieve architectural continuity with the principal residence and with the character of the surrounding neighborhood, as determined by the community development department. No entrance to an accessory dwelling unit shall be located on the front building elevation of the principal residence if the accessory dwelling unit is attached to the residence, in order to maintain the appearance of the structure as a single-family residence unit.

J. All accessory dwelling units created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the accessory dwelling unit was created. Any application received for an accessory dwelling after January 1, 2020 is not subject to the owner-occupancy requirement.

Any application received for an accessory dwelling unit after January 1, 2025 is subject to the owner-occupancy agreement and a person with equitable title to the property shall occupy either the principal or accessory dwelling unit as their principal or primary residence as defined by the County Assessor. If either unit should become non-owner-occupied the accessory dwelling unit, upon notification by the city, shall be converted into a non-accessory dwelling unit by removing the kitchen facilities. To ensure the property is owner-occupied the property owner shall record a deed restriction prior to obtaining a certificate of occupancy for the accessory dwelling unit.

~~N. The property owner shall occupy either the principal or accessory dwelling unit as their principal or primary residence as defined by the County Assessor. If either unit should become non-owner occupied the accessory dwelling unit, upon notification by the city, shall be converted into a non-dwelling unit or guest dwelling by removing the kitchen facilities. To ensure the property is owner-occupied the property owner shall record a deed restriction prior to obtaining a certificate of occupancy for the accessory dwelling unit. The deed restriction will stipulate they (property owner) will live in one of the two units at all times.~~

~~Q—Before obtaining an occupancy permit for an accessory dwelling unit the owner of an accessory dwelling unit shall file with the County Recorder a declaration or agreement, form to be approved by the city attorney, stating the owner shall live in either the principal residence or accessory dwelling unit at all times. This restriction shall be removed if the owner eliminates the accessory dwelling unit or converts it into a non-dwelling unit or guest dwelling by removing the kitchen facilities.~~

~~P—The size of the accessory dwelling unit shall be counted towards the maximum floor area ratio (FAR) for the site.~~

~~Q—Accessory dwelling unit permits shall not be issued for accessory dwelling units that result in adverse impacts to the adequacy of water and sewer services, and/or result in adverse impacts on traffic flow, and/or result in adverse impacts on any real property listed in the California Register of Historic Places.~~

**RK.** All new construction or exterior alterations to existing structures proposed for an under the accessory dwelling unit permit may be subject to design review as prescribed in Chapter 17.36, except that design review shall be ministerial without any discretionary review or a hearing.

L. No impact fee shall be imposed on an accessory dwelling unit that is less than seven hundred fifty (750) feet in size. For purposes of this section "impact fees" include the fees specified in Section 6600 and 66477 of the Government Code, but do not include utility connection fees or capacity charges. Except as mentioned above, the city council may, by resolution, establish fees for accessory units that mitigate the impact of an accessory dwelling unit on public infrastructure or services based on the square footage of the accessory dwelling unit in relation to the square footage of the principal residence.

M. An accessory dwelling unit may be required to have a new or separate utility connection directly between the accessory dwelling unit and the utility. The city council may adopt by resolution a connection fee or capacity charge that is proportionate to the burden of the proposed accessory dwelling unit upon the water and sewer system. The fee shall be based upon either square footage of the accessory dwelling unit or its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials. Accessory dwelling units shall be exempt from any requirements to install a new or separate utility connection and pay any connection fees or charges if it is created by the conversion of interior space of the principal residence, unless the unit is constructed with a new single-family residence.

N. The owner of an accessory dwelling unit built before January 1, 2010 may request any correction of building standards enforced by local agencies under the authority of Section 17960 of the California Health and Safety Code be delayed subject to the following.

1. Prior to January 1, 2030 the owner requests in writing enforcement of any violation of a building standard be delayed for five (5) years.

2. The community development director, in consultation with the building official determines, the enforcement of the building standard or standards is not necessary to protect the health and safety.

~~3. Accessory Dwelling Unit may not be rented separately for less than thirty (30) days.~~

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17.98.040 Development standards for streamlined approval of accessory dwelling units.

The community development director shall ministerially approve a building permit application for an accessory dwelling unit meets the following.

A. Converted space on a single-family lot. Only one (1) accessory dwelling unit shall be allowed on a lot with a proposed or existing single-family dwelling, where the accessory dwelling unit.

1. Is within the walls of the proposed or existing single-family dwelling, or within the existing space of an accessory structure, plus up to one hundred fifty (150) additional square feet if the expansion is limited to accommodating ingress and egress, has an exterior access independent of the single-family dwelling and has side and rear yard setbacks that comply with the applicable building and fire codes.

2. Has an exterior access independent of the single-family dwelling.

3. Has side or rear setbacks sufficient for fire and safety, as required by applicable building and fire codes.

B. Limited detached or single-family lot. One (1) new detached accessory dwelling unit on a lot with a proposed or existing single-family dwelling, in addition to any junior accessory dwelling that might otherwise be established on the lot allowed in subsection A above, if the detached accessory dwelling unit satisfies the following limitations.

1. The side- and rear- yard setbacks are at least four (4) feet.

2. The total floor area is eight hundred (800) square feet or less.

3. The height is sixteen (16) feet or less.

C. Converted on multi-family lot. Multiple accessory dwelling units within portions of existing multi-family dwelling structures not used as livable space, including but not limited storage rooms, passageways, attics, basements, or garages that satisfies the following.

1. If each converted accessory dwelling unit complies with the state building standards for dwellings.

2. At least one (1) converted accessory dwelling unit is allowed within an existing multi-family dwelling, but the number of accessory dwelling units may not exceed twenty-five (25) percent of the existing multi-family units.

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ATTACHMENT A

B-D Limited detached on a multi-family lot. No more than two (2) detached accessory dwellings units on a lot with an existing multi-family dwelling if each detached accessory dwelling units satisfies the following limitations.

1. The side- and rear-yard setbacks are at least four (4) feet.
2. The total area is eight hundred (800) or less.

E Junior accessory dwelling units.

1. A building permit shall be required for a junior accessory dwelling unit. A junior accessory dwelling unit shall not be considered a separate dwelling for purposes of applying building codes, fire codes, collection of impact fees, or the provision of water, sewer, and power, including connection fees that might otherwise be associated with the provision of those services.
2. May not be sold separately from the single-family dwelling. A deed restriction shall be recorded prohibiting the subdivision or sale separate from the single-family dwelling.
3. May not be rented separately for less than thirty (30) days.
4. Permitted by this section must be installed after the construction of the single-family dwelling.
5. As provided by Government Code section 65852.22(d) and (e), junior accessory dwelling units are not considered new or separate dwelling units and, therefore, are exempt from the density limitations of the general plan.
6. No more than one (1) junior accessory dwelling may be located on a parcel.
7. Shall not be required to provide additional parking.

4. Severability. If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

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 \_\_\_ day of \_\_\_\_\_ and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the \_\_\_ day of \_\_\_\_\_ 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

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

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Tracy S. Jensen, City Clerk

APPROVED AS TO FORM:

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Ethan Walsh, City Attorney

ORDINANCE NO. 2020 - 01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AMENDING CHAPTER 17.04, INTRODUCTORY PROVISIONS AND DEFINITIONS AND  
CHAPTER 17.98, ACCESSORY DWELLING UNITS OF THE WINTERS MUNICIPAL CODE

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

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

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

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

a. Subdivision (B) of Section 17.04.140 of the Municipal Code is hereby amend the following definitions:

**17.04.140 Definitions**

"Accessory building or accessory structure", which excludes accessory dwelling units, means a detached subordinate structure or building located on the same premises as the main building or buildings located on the same premises as the main building or buildings (or proposed for development concurrently with the main building or buildings), the use of which is customarily incidental to that of the main building or the use of land. Where any portion of a wall of accessory building or structure is attached to the main building where an accessory structure is attached to the main building in a substantial manner by a roof or deck, the accessory building or structure shall be considered and treated as part of the main building.

"Accessory dwelling unit" or "ADU" means a dwelling unit attached or detached from the principal permitted dwelling which provides complete and independent living facilities, including living, sleeping, eating, cooking and sanitation facilities, for rent but not for sale. An accessory dwelling unit also includes an efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code and a manufactured home, as defined by Section 18007 of the California Health and Safety Code.

Definitions "Accessory use" through "Complete application" unchanged.

"Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

Definitions "Cottage food operation" through "Dwelling unit" unchanged.

“Efficiency kitchen” means a kitchen that includes each of the following:

1. A cooking facility with appliances,
2. A food preparation counter that total at least fifteen (15) square feet in area, and
3. Food storage cabinets that total at least thirty (30) square feet of shelf space.

Definitions “Emergency vehicle” through “Independent review” unchanged.

“Junior accessory dwelling unit” or “JADU” means a residential unit that is as follows:

1. Is no more than five hundred (500) square feet in size,
2. Is contained entirely within an existing or proposed single-family structure.
3. Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and
4. Includes an efficiency kitchen, as defined.

Definition for “Landscaping” unchanged.

“Living area” means the interior habitable area of a dwelling unit, including basements and attics, but not including a garage or any accessory structure.

Definitions for “Living quarters” to “Parking space” unchanged.

“Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to an entrance of an ADU or JADU.

Definitions for Paved” to “Projecting sign” unchanged.

“Public transit” means a location, including, but not limited to, a bus stop, subway or train station. Where the public may access buses, trains, subways and other forms of transportation that charge set fares, run fixed routes.

Definitions for “Recreational vehicle” to “Structure” unchanged.

“Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

Definitions “Temporary sign” to “Zone” unchanged.

b. Chapter 17.98 of the Municipal Code is hereby amended in its entirety to read as follows:

## Chapter 17.98

### ACCESSORY DWELLING UNITS

#### Sections:

- 17.98.010** Purpose and intent.
- 17.98.020** Administration
- 17.98.030** Development standards for all accessory dwelling units
- 17.98.040** Development standards for streamlined approval of accessory dwelling units.

#### **17.98.010** Purpose and intent

The purpose of this section is to permit accessory dwelling units in single-family and multi-family residential zoning districts consistent with state law (California Government Code Sections 65852.2 through 65852.22). This section is intended to expand housing opportunities by increasing the number of housing units available within existing neighborhoods while maintaining the primarily "single family" residential character of the area. Accessory dwelling units, which includes junior accessory dwelling units, are intended to provide livable housing at lower cost while providing greater security, companionship, and family support for the occupants, consistent with the general plan. An accessory dwelling unit must comply with all the provisions in Chapter 17, except as modified in this chapter.

#### **17.98.030** Administration

A. Accessory Dwelling Unit Approval Required. Approval of an accessory dwelling unit shall be obtained prior to construction, conversion and/or development of an accessory dwelling unit. Pursuant to California Government Code Section 65852.2, approval of the accessory dwelling unit shall be considered ministerial without any discretionary review or a hearing. Accessory dwelling units are exempt from the California Environmental Quality Act.

#### B. Application.

1. Applications for an accessory dwelling unit shall be filed with the community development director on forms provided by the community development department.
2. An application for an accessory dwelling unit shall be accompanied by a fee established by resolution of the city council to cover the cost of handling the application as prescribed in this subsection.
3. Once an application is deemed complete the application must be approved or denied within sixty (60) days if there is an existing single-family or multi-family dwelling on the lot.

C. Existing Accessory Dwelling Units. This section shall in no way validate an illegal accessory dwelling unit. An application for an accessory dwelling unit may be made pursuant to the provisions of this chapter to convert an illegal accessory dwelling unit into a lawful accessory dwelling unit, or to allow for the replacement, alteration or expansion of an existing nonconforming accessory dwelling unit. The conversion of an illegal accessory dwelling unit into a lawful accessory dwelling unit, or the replacement, alteration or expansion of an existing nonconforming accessory dwelling unit shall be subject to the requirements of this chapter.

**17.98.030 Development standards for all accessory dwelling units**

A. Only one (1) accessory dwelling unit shall be allowed for each single-family residential lot. An accessory dwelling unit shall not be permitted on a lot already having two (2) or more dwelling units located thereon.

B. The minimum floor space of a detached accessory dwelling unit shall be one hundred fifty (150) square feet and the maximum area of floor space shall not exceed one thousand two hundred (1,200) square feet. The maximum area of floor space of an attached accessory residential unit shall not exceed fifty percent (50%) of the living area of the existing principal residence, not to exceed a maximum of one thousand two hundred (1,200) square feet.

C. A detached accessory dwelling unit that is eight hundred (800) square feet or less and sixteen (16) feet or less in height may have a side and rear setback of four (4) feet.

D. An accessory dwelling unit built above an existing detached garage may be located within five (5) feet of the rear or side property lines, subject to complying with Title 24 of the California Code of Regulations

D. The size of the accessory dwelling unit shall not be counted towards the maximum floor area ratio (FAR) for the site.

E. Accessory dwelling units shall be subject to complying with zoning requirements in R-R, R-1, R-2, R-3 and R-4 zones, except as modified by the conditions of this section.

F. The lot on which the accessory dwelling unit is proposed shall contain a residence at the time of construction of the accessory dwelling unit. In the case of vacant lots, the residence and accessory dwelling unit may be constructed at the same time.

G. The accessory dwelling unit is self-contained with its own separate entrance, kitchen and bathroom and shall comply with all applicable building, fire, energy and other health and safety codes.

H. An accessory building or structure, including a garage or carport, may be converted into an accessory dwelling unit, subject to complying with the Title 24 of the California Code of

Regulations. No off-street parking shall be required for an accessory dwelling unit. Replacement parking is not required when a garage or carport is converted to an accessory dwelling unit.

I. Accessory dwelling units shall achieve architectural continuity with the principal residence and with the character of the surrounding neighborhood, as determined by the community development department. No entrance to an accessory dwelling unit shall be located on the front building elevation of the principal residence if the accessory dwelling unit is attached to the residence, in order to maintain the appearance of the structure as a single-family residence.

J. All accessory dwelling units created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the accessory dwelling unit was created. Any application received for an accessory dwelling after January 1, 2020 is not subject to the owner-occupancy requirement.

Any application received for an accessory dwelling unit after January 1, 2025 is subject to the owner-occupancy agreement and a person with equitable title to the property shall occupy either the principal or accessory dwelling unit as their principal or primary residence as defined by the County Assessor. If either unit should become non-owner-occupied the accessory dwelling unit, upon notification by the city, shall be converted into a non-accessory dwelling unit by removing the kitchen facilities. To ensure the property is owner-occupied the property owner shall record a deed restriction prior to obtaining a certificate of occupancy for the accessory dwelling unit.

K. All new construction or exterior alterations to existing structures proposed for an accessory dwelling unit may be subject to design review as prescribed in Chapter 17.36, except that design review shall be ministerial without any discretionary review or a hearing.

L. No impact fee shall be imposed on an accessory dwelling unit that is less than seven hundred fifty (750) feet in size. For purposes of this section "impact fees" include the fees specified in Section 6600 and 66477 of the Government Code, but do not include utility connection fees or capacity charges. Except as mentioned above, the city council may, by resolution, establish fees for accessory units that mitigate the impact of an accessory dwelling unit on public infrastructure or services based on the square footage of the accessory dwelling unit in relation to the square footage of the principal residence.

M. An accessory dwelling unit may be required to have a new or separate utility connection directly between the accessory dwelling unit and the utility. The city council may adopt by resolution a connection fee or capacity charge that is proportionate to the burden of the proposed accessory dwelling unit upon the water and sewer system. The fee shall be based upon either square footage of the accessory dwelling unit or its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials. Accessory dwelling units shall be exempt from any requirements to install a new or separate utility connection and pay any connection fees or

charges if it is created by the conversion of interior space of the principal residence, unless the unit is constructed with a new single-family residence.

N. The owner of an accessory dwelling unit built before January 1, 2010 may request any correction of building standards enforced by local agencies under the authority of Section 17960 of the California Health and Safety Code be delayed subject to the following:

1. Prior to January 1, 2030 the owner requests in writing enforcement of any violation of a building standard be delayed for five (5) years.
2. The community development director, in consultation with the building official determines, the enforcement of the building standard or standards is not necessary to protect the health and safety.

~~O. Accessory dwelling units may not be rented separately for less than thirty (30) days.~~

**17.98.040 Development standards for streamlined approval of accessory dwelling units.**

- A. The community development director shall ministerially approve a building permit application for an accessory dwelling unit meets the following: Converted space on a single-family lot. Only one (1) accessory dwelling unit shall be allowed on a lot with a proposed or existing single-family dwelling, where the accessory dwelling unit.
1. Is within the walls of the proposed or existing single-family dwelling, or within the existing space of an accessory structure, plus up to one hundred fifty (150) additional square feet if the expansion is limited to accommodating ingress and egress, has an exterior access independent of the single-family dwelling and has side and rear yard setbacks that comply with the applicable building and fire codes.
  2. Has an exterior access independent of the single-family dwelling.
  3. Has side or rear setbacks sufficient for fire and safety, as required by applicable building and fire codes.
- B. Limited detached or single-family lot. One (1) new detached accessory dwelling unit on a lot with a proposed or existing single-family dwelling, in addition to any junior accessory dwelling that might otherwise be established on the lot allowed in subsection A above, if the detached accessory dwelling unit satisfies the following limitations:
1. The side- and rear- yard setbacks are at least four (4) feet.
  2. The total floor area is eight hundred (800) square feet or less.
  3. The height is sixteen (16) feet or less.
- C. Converted on multi-family lot. Multiple accessory dwelling units within portions of existing multi-family dwelling structures not used as livable space, including but not limited storage rooms, passageways, attics, basements, or garages that satisfies the following:

1. If each converted accessory dwelling unit complies with the state building standards for dwellings.
  2. At least one (1) converted accessory dwelling unit is allowed within an existing multi-family dwelling, but the number of accessory dwelling units may not exceed twenty-five (25) percent of the existing multi-family units.
- D. Limited detached on a multi-family lot. No more than two (2) detached accessory dwellings units on a lot with an existing multi-family dwelling if each detached accessory dwelling units satisfies the following limitations:
1. The side- and rear-yard setbacks are at least four (4) feet.
  2. The total area is eight hundred (800) or less.
- E. Junior accessory dwelling units.
1. A building permit shall be required for a junior accessory dwelling unit. A junior accessory dwelling unit shall not be considered a separate dwelling for purposes of applying building codes, fire codes, collection of impact fees, or the provision of water, sewer, and power, including connection fees that might otherwise be associated with the provision of those services.
  2. May not be sold separately from the single-family dwelling. A deed restriction shall be recorded prohibiting the subdivision or sale separate from the single-family dwelling.
  - ~~3. May not be rented separately for less than thirty (30) days.~~
  4. Permitted by this section must be installed after the construction of the single-family dwelling.
  5. As provided by Government Code section 65852.22(d) and (e), junior accessory dwelling units are not considered new or separate dwelling units and, therefore, are exempt from the density limitations of the general plan.
  6. No more than one (1) junior accessory dwelling may be located on a parcel.
  7. Shall not be required to provide additional parking.

4. Severability. If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

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 \_\_\_ day of \_\_\_\_\_ and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the \_\_\_ day of \_\_\_\_\_, 2020 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST:

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

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

APPROVED AS TO FORM:

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



**TO:** Honorable Mayor and Council Members  
**DATE:** April 7, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Ethan Walsh, City Attorney  
Shelly Gunby, Director of Financial Management  
**SUBJECT:** Urgency Ordinance Temporarily Suspending Sections 3.24.080 and 3.24.090 of the City of Winters Municipal Code Concerning Payment of Transient Occupancy Tax

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**RECOMMENDATION:**

Staff recommends that the City Council approve an Urgency Ordinance, by a Four-Fifths Vote, Temporarily Suspending Sections 3.12.080 and 3.12.090 of the City of Winters Municipal Code Concerning Payment of Transient Occupancy Tax.

**BACKGROUND:**

The Winters community is facing an unprecedented situation with the spread of the COVID-19 virus. Shelter in place orders have been instituted, first by Yolo County Health on March 18 and then by the Governor on March 19. Local businesses and residents are experiencing economic loss because of the situation.

City staff, recognizing the negative impact the current situation has on businesses and residents, have been working to consider options to provide temporary relief to businesses and/or households, to weather the short-term impacts and recover financially afterward.

As part of the shelter in place order, the Hotel Winters and the Abbey House are forced to shut their doors and not receiving revenue during this time. This creates a severe burden on these businesses as they attempt to maintain operations during the crisis, so that they can reopen once the shelter in place orders are lifted. In order to lessen the burden on these business, staff is recommending that the City Council adopt an urgency ordinance that will suspend certain provisions of the City's Municipal Code to

defer collection of transient occupancy tax, and the levy of penalties for failure to pay in the time allowed.

**ANALYSIS:**

The proposed urgency ordinance, if adopted, would suspend two provisions of the Municipal Code concerning the imposition of fines and penalties for delinquent transient occupancy tax ("TOT") payments to the City and the related enforcement mechanisms when hotel operators are delinquent in making payments to the City. The proposed urgency ordinance would effectively allow hotel operators to defer TOT payments until the end of the quarter following termination of the local emergency. If, for example, the City Council terminates the emergency in May of 2020, TOT payments to the City would not be due until the quarter ending September 2020. However, hotels would continue to report the TOT revenue amounts to the City, so that Finance could book the revenues and be in a better position to work out a payment plan with the business once the TOT is no longer deferred. The proposed ordinance also specifically provides that hotels must continue to collect the TOT from transients staying at the hotel and that all such funds collected must ultimately be remitted to the City at the times set forth in the urgency ordinance.

The TOT is part of the City's General Fund but traditionally not been a substantial source of revenue, though that was expected to change as Hotel Winters has opened and the proposed hotel near I-505 is anticipated to open in the near future. Currently, however, the City can push back actual receipt of this revenue to provide a cash flow bridge for local hotels to weather these unprecedented circumstances.

The urgency ordinance must be adopted by at least a 4/5 vote of the Council, and will take effect immediately.

**FISCAL IMPACT:**

The City receives approximately \$45,000 per quarter in Transient Occupancy Tax. With lower occupancy rates currently experienced now and expected to continue, current and future TOT due to the City is likely to be significantly less than this amount. These revenues would eventually be realized by the City, although later than would otherwise be typical. TOT funds are deposited into the General Fund. Therefore, the deferral would have a short-term impact on revenues to the General Fund.

Attachments: Urgency Ordinance No. 2020-02

**URGENCY ORDINANCE 2020-02**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS TEMPORARILY SUSPENDING SECTIONS 3.24.080 AND 3.24.090 OF THE CITY OF WINTERS MUNICIPAL CODE CONCERNING PAYMENT OF TRANSIENT OCCUPANCY TAX, AND DECLARING THE URGENCY THEREOF**

**WHEREAS**, the County of Yolo Board of Supervisors on March 10, 2020 declared a local and public health emergency due to COVID-19, a contagious virus with no known cure that has become a global pandemic; and

**WHEREAS**, the County's actions followed the Governor of the State of California declaring a state of emergency on March 4, 2020, and the President of the United States subsequently declared a national emergency on March 13, 2020; and

**WHEREAS**, the Yolo County Health Officer issued a Shelter in Place Order on March 18, 2020; and the Governor issued a similar Executive Order ordering all residents to stay at home as much as possible on March 19, 2020; and

**WHEREAS**, the effects of the various orders and actions needed to slow the spread of COVID-19 has resulted in significant economic effects in the City of Winters as restaurants have converted to take-out only businesses, "non-essential" businesses have temporarily closed and may be forced to permanently close, events have been cancelled, and hotel room nights have dramatically decreased; and

**WHEREAS**, hotels in the City provide not only a place for visitors to stay while in the City, but they also generate additional revenue in the form of increased sales tax dollars from visitors' purchases at local stores and restaurants; and

**WHEREAS**, if hotels in the City are forced to close permanently, there will be at minimum a significant delay in such hotels reopening, and there may be a permanent reduction in the number of hotel rooms in the City, resulting in reductions in City revenue and the elimination of an essential amenity for visitors to the City; and

**WHEREAS**, hotels in the City are subject to Chapter 3.24 of the City of Winters Municipal Code, which requires them to collect from hotel guests a 12% occupancy tax, referred to as the transient occupancy tax, which is then remitted to the City; and

**WHEREAS**, in this time of economic uncertainty and declining hotel revenues, the City Council finds that it is vital to help assist the hotels in the City to remain both open and viable businesses so that visitors can stay in hotels during this period of local emergency but also so that they will be able to successfully operate again once operations in the City return to typical operating conditions; and

**WHEREAS**, the City Council finds that enforcing all of the provisions of the Municipal Code regarding collecting the transient occupancy tax from hotels in the City is not in the public interest, that it is in the best interest of the public's health, safety, and welfare for hotels to be able

to continue to operate during and after the local emergency caused by COVID-19, and that the City desires to help hotels continue in business and can do so by not enforcing the provisions of the Municipal Code requiring penalties and interest to be paid in the event of non-payment and requiring certain enforcement procedures when operators fail to timely pay the tax; and

**WHEREAS**, this Ordinance is temporary in nature and is intended to provide temporary financial relief to hotels within the City of Winters during, and immediately following, the City's response to the COVID-19 pandemic outbreak; and

**WHEREAS**, this Ordinance is adopted pursuant to the City's police powers and powers afforded to the City in time of national, state, county, and local emergency during an unprecedented health pandemic, such powers being afforded by the State Constitution and State Law to protect the peace, health, and safety of the public; and

**WHEREAS**, the City Council of the City of Winters finds that this Ordinance is necessary for the preservation of the public peace, health, and safety of residents living within the City and finds such urgency to approve this Ordinance immediately based on the facts described herein, and detailed in the staff report.

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

**Section 1.** Section 3.24.080 of the City of Winters Municipal Code concerning penalties for failure to remit the transient occupancy tax when due is hereby suspended and shall be in full force and effect again as set forth in Section 3.

**Section 2.** Section 3.24.090 of the City of Winters Municipal Code requiring the Tax Administrator to take certain actions when an operator fails to remit the transient occupancy tax collected, including the assessment of penalties and interest, sending notice to the operator, and allowing the operator to have a hearing, is hereby suspended and shall be in full force and effect again as set forth in Section 3.

**Section 3.** The effect of the City Council's suspension of Sections 3.24.080 and 3.24.090 is to permit the deferral of transient occupancy tax payments by operators to the City. Upon cessation of the local emergency, all operators who collected the transient occupancy tax are expected to remit all payments owed to the City by the end of the following quarter. If, for example, the local emergency terminates in May 2020, all transient occupancy taxes owed by an operator will be due to the City following the July- September 2020 quarter. From and after the date the tax is owed, all applicable interest and penalties set forth in Section 3.24.080 shall begin accruing, and the enforcement provisions in Section 3.24.090 may be enforced by the Tax Administrator.

**Section 4.** Nothing in this Ordinance shall relieve an operator from collecting from transients the amounts required to be collected, as specified in Section 3.24.030 of the City of Winters Municipal Code. This Ordinance also does not relieve any operator from its obligation to remit to the City the transient occupancy tax collected.

**Section 5.** Each operator that collects, or has collected, transient occupancy tax shall continue to be required to comply with Section 3.24.070 of the City of Winters Municipal Code requiring an operator to report to the City's Tax Administrator the total rents charged and received and the amount of tax collected for transient occupancies.

PASSED AND ADOPTED by the City Council of the City of Winters, by a four-fifths vote, at a regular meeting this 7th day of April, 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

ATTEST:

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



**TO:** Honorable Mayor and Council Members  
**DATE:** April 7, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Ethan Walsh, City Attorney  
Shelly Gunby, Director of Financial Management  
**SUBJECT:** Urgency Ordinance Temporarily Suspending Sections 13.04.090 and 13.08.130(B) of the City of Winters Municipal Code Concerning Discontinuance of Service for Delinquent Water and Wastewater Bills

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**RECOMMENDATION:**

Staff recommends that the City Council approve an Urgency Ordinance, by a Four-Fifths Vote, Temporarily Suspending Sections 13.04.090 and 13.08.130(B) of the City of Winters Municipal Code Concerning Delinquencies for Water and Wastewater Accounts.

**BACKGROUND:**

The Winters community is facing an unprecedented situation with the spread of the COVID-19 virus. Shelter in place orders have been instituted, first by Yolo County Health on March 18 and then by the Governor on March 19. Local businesses and residents are experiencing economic loss because of the situation.

City staff, recognizing the negative impact the current situation has on businesses and residents, have been working to consider options to provide temporary relief to businesses and/or households, to weather the short-term impacts and recover financially afterward.

The City recognizes that many residents that are unable to work during the shelter in place order, and business owners that are not receiving revenue during this time, will have a difficult time paying their monthly expenses, including utility bills. The City's ordinances governing collection of monthly water and wastewater charges both provide for the charging of late fees and the potential of shutting off service for failure to pay. In

order to relieve some of the stress created by the current shelter in place order, City staff is recommending that the City Council suspend the imposition of late fees, and further suspend provisions of the Municipal Code providing for service shut off, during the current emergency.

**ANALYSIS:**

The proposed urgency ordinance, if adopted, would temporarily suspend two provisions of the Municipal Code concerning the imposition of penalties for delinquent water and wastewater bill payments and the shut off of service as a remedy for failure to pay. During this period of time, the City will continue to bill customers and make payments in accordance with normal procedure. However, the City will not charge late fees during this time if customers are unable to pay, and will not shut off service from any customers during the emergency. Any unpaid water or wastewater bills will continue to accrue during the emergency, and will have to be paid within three months following the lifting of the emergency. In the event that the past due water or wastewater bills are not paid within that time, the City Director of Financial Management will take the necessary steps to place the past due amounts as liens on the properties of customers who failed to pay.

The urgency ordinance must be adopted by at least a 4/5 vote of the Council, and will take effect immediately.

**FISCAL IMPACT:**

It is difficult to determine the specific financial impact, since we cannot predict the number of customers who will be unable to pay their bills during the emergency, given the unprecedented nature of this crisis. However, the City has sufficient reserves to manage the potential delay in payments, and the City will be in a position to collect the outstanding amounts after the emergency orders are lifted.

Attachments: Urgency Ordinance No. 2020-03

**URGENCY ORDINANCE 2020-03**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS TEMPORARILY SUSPENDING SECTIONS 13.04.090 AND 13.08.130(B) OF THE CITY OF WINTERS MUNICIPAL CODE CONCERNING DISCONTINUANCE OF WATER AND WASTEWATER SERVICE AND IMPOSITION OF PENALTIES, AND DECLARING THE URGENCY THEREOF**

**WHEREAS**, the County of Yolo Board of Supervisors on March 10, 2020 declared a local and public health emergency due to COVID-19, a contagious virus with no known cure that has become a global pandemic; and

**WHEREAS**, the County's actions followed the Governor of the State of California declaring a state of emergency on March 4, 2020, and the President of the United States subsequently declared a national emergency on March 13, 2020; and

**WHEREAS**, the Yolo County Health Officer issued a Shelter in Place Order on March 18, 2020, and the Governor issued a similar Executive Order ordering all residents to stay at home as much as possible on March 19, 2020; and

**WHEREAS**, the effects of the various orders and actions needed to slow the spread of COVID-19 has resulted in significant economic effects in the City of Winters as restaurants have converted to take-out only businesses, "non-essential" businesses have temporarily closed and may be forced to permanently close, events have been cancelled, and many individuals residing in the City are unable to work; and

**WHEREAS**, due the inability of many City residents to work, and the fact that many businesses in the City have experienced severe or complete reductions in revenues, many local residents and businesses are unable to meet their monthly financial obligations, including payment of utility bills; and

**WHEREAS**, the City Council desires to ensure that during the time that the shelter in place order is in place, all City residents continue to receive necessary services including utility services, and the City further desires to ensure that local businesses can remain viable to the greatest extent possible during this crisis, and the City Council therefore finds that it is vital to ensure that residents and businesses will not receive late fees for delinquent payment, or risk shut off of service during this emergency; and

**WHEREAS**, the City Council finds that enforcing all of the provisions of the Municipal Code regarding levying late fees or implementing shut-off of service for residents and businesses in the City during this crisis is not in the public interest, that it is in the best interest of the public's health, safety, and welfare for the City to continue to provide service and not increase the financial burdens on residents and businesses during this emergency and can do so by not enforcing the provisions of the Municipal Code requiring penalties and interest to be paid in the event of non-payment and requiring certain enforcement procedures when residents and business fail to timely pay their monthly water and wastewater charges; and

**WHEREAS**, this Ordinance is temporary in nature and is intended to provide temporary financial relief to hotels within the City of Winters during, and immediately following, the City's response to the COVID-19 pandemic outbreak; and

**WHEREAS**, this Ordinance is adopted pursuant to the City's police powers and powers afforded to the City in time of national, state, county, and local emergency during an unprecedented health pandemic, such powers being afforded by the State Constitution, and State Law to protect the peace, health, and safety of the public; and

**WHEREAS**, the City Council of the City of Winters finds that this Ordinance is necessary for the preservation of the public peace, health, and safety of residents living within the City and finds such urgency to approve this Ordinance immediately based on the facts described herein, and detailed in the staff report.

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

**Section 1.** Section 13.04.090 of the City of Winters Municipal Code concerning discontinuance of service for failure to pay water service charges when due is hereby suspended and shall be in full force and effect again as set forth in Section 3.

**Section 2.** Section 13.08.130(B) of the City of Winters Municipal Code regarding penalties levied and enforcement actions for failure to timely pay wastewater charges, is hereby suspended, except that, monthly charges due and owing for wastewater services may be assessed against the customer and become and remain a lien against customer's property in accordance with Section 13.08.130(B)(4) during such period of suspension. This suspension shall be in full force and effect again as set forth in Section 3.

**Section 3.** The effect of the City Council's suspension of Sections 13.04.090 and 13.08.130(B) is to defer collection efforts and penalties for failure to timely pay water and wastewater charges during the local emergency. Upon cessation of the local emergency, all residents and businesses are expected to remit all outstanding water and wastewater charges owed to the City within three months of the date of cessation of the local emergency, as declared by Yolo County, provided, however, that during such three month period the amounts owing to the City may become a lien against the customer's property as permitted under Sections 13.04.080 and 13.08.130(B)(4). From and after the date the outstanding charges are owed, all applicable penalties shall begin accruing, and all available enforcement measures and remedies may be exercised by the City.

[CONTINUED ON FOLLOWING PAGE]

**Section 4.** Nothing in this Ordinance shall relieve any entity receiving water or wastewater service from paying the City for such service in accordance with the Winters Municipal Code and all resolutions or other actions adopted by the Winters City Council.

PASSED AND ADOPTED by the City Council of the City of Winters, by a four-fifths vote, at a regular meeting this 7th day of April, 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Bill Biasi  
Mayor

ATTEST:

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Tracy S. Jensen  
City Clerk



CITY COUNCIL  
STAFF REPORT

DATE: April 7, 2020  
TO: Mayor and City Council  
FROM: John W. Donlevy, Jr., City Manager   
SUBJECT: Succession Planning Update- Technology Initiatives

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**RECOMMENDATION:**

That the City Council receive a brief presentation on the technology initiatives being advanced in support of our Succession Planning efforts.

**BACKGROUND:**

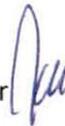
Staff has been diligently working on positioning the succession of key aspects of the organization as we absorb the impacts of key retirements and organizational change.

At the meeting, Staff will be giving an overview of some key initiatives in technology which are being advanced in support of information retention and the modernization of key organizational components to meet the needs of our organization in the future.

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



CITY COUNCIL  
STAFF REPORT

DATE: April 7, 2020  
TO: Mayor and City Council  
FROM: John W. Donlevy, Jr., City Manager   
SUBJECT: Economic and Fiscal Impacts from Covid 19

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**RECOMMENDATION:**

That the City Council receive a report on revised estimates of economic impact of Covid 19 pandemic on the economics and fiscal health of the City and business community.

**BACKGROUND:**

The shutdown of the world economy is causing a pause in how the City and business community determine our economic future. Staff is working on calculations of the estimated impacts on the City's fiscal health and possible realities for our key businesses and overall synergy.

**Discussion:**

The recent extension of the quarantine by the Yolo Health Officer's orders will have a rippling impact on the Winters economy, The shuttering of businesses, the reduced economic activity and reduction in day to day spending will have significant impacts on our second quarter tax receipts which is in direct correlation to impacts on residents and businesses.

Direct impacts are:

- Closed businesses, specifically restaurants, bars and wine tasting rooms, retail establishments and overall reduced consumption.
- Fuel prices have dropped precipitously. In Winters, fuel represents our number one sales tax source.

## Economic and Fiscal Impacts from Covid 19

Agenda Report- April 7, 2020

Page 2

- Jobs and employment means less revenue circulating through the entire economy. When either business or disposable revenues cease circulation, it means the economic “tide” is dropping and everyone is losing.
- The closing of the Hotel Winters and Abbey House Inn means two key revenues sources for Transient Occupancy Taxes forecasted for the 2020 second quarter (\$50,000+) will drop from our General Fund revenues.
- Vitality is the result of momentum generated by the incremental growth of businesses and attraction. Winters was peaking with even the most marginal businesses beginning to see business sustainability. The prospect of almost two-three months of lost business will cause some to potentially not recover.
- Recession. The prospect of a prolonged worldwide or national recession is very real. This will result in business failures and stymie investment, especially in communities like Winters.
- Business re-evaluation. There are many businesses which will change their models, reducing staff and output. The “ramping up” will be much more difficult than the sudden “ramping down”.

One key factor which will affect the City’s ability to respond by assisting businesses is the elimination of a key tool for us, which was redevelopment funding. Our ability to help fund business development, economic development efforts, visitor serving activities and training is significantly different from how the City participated in the renaissance of our current Downtown.

Staff is working on an overview which will be presented during the City Council Meeting. We will also present an update on resources which we are pushing into the business community to support them during this time.

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



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** April 7, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Eric Lucero, Public Works Superintendent  
**SUBJECT:** Sidewalk Repair/Replacement Project

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**RECOMMENDATION:** For Council to authorize the City Manager to hire outside local contractors to complete the 2019-20 Sidewalk Repair/Replacement Projects.

**BACKGROUND:** Each fiscal year staff budgets \$15,000 to repair/replace sidewalk deficiencies. This includes ADA ramps, sidewalk replacement and curb-gutter. Along with staff replacing broken walkways we also have an outside contractor saw cut trip hazards as well to help us repair as many locations as possible. Each year we repair/replace 75 to 100 locations and still have a tremendous amount to do. Despite state law (Streets and Highway Code 5610) which states property owners are responsible for maintaining public sidewalks next to their property the city is dedicated to continuing the sidewalk repair process. To try and get ahead of the problem staff has pulled \$50,000 from the 2019-20 Street Rehab Project to hire an outside contractor to replace damaged sidewalks around the city in addition to the Saw Cutting Repair Project. Staff will create a project list for the contractors, inspect the work being done and manage the project from start to finish. On January 1, 2019 AB2249 was passed which allows projects costing \$60,000 or less to be performed by negotiated contract without going out to bid.

**FISCAL IMPACT:** Sidewalk Replacement costs \$50,000 from the TDA Fund  
Sidewalk Repair Project \$9,500 from the Gas Tax (HUTA) Fund



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: April 7, 2020

THROUGH: John W. Donlevy, Jr., City Manager 

FROM: Shelly A. Gunby, Director of Financial Management/City Treasurer 

SUBJECT: February 2020 Investment Report

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**RECOMMENDATION:**

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2019 through February 29, 2020.

**BACKGROUND:**

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July 1, 2019 through February 29, 2020. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank (a Money Market Account), and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters, as well as from the Money Market Account set up for the North Bank Putah Creek Improvement Elderberry Beetle Mitigation. The investment report also includes interest on the SERAF loans from the Service Reserve and Equipment Replacement funds which loaned money to the former Winters Community Development Agency to make the required SERAF payment.

The investment report for the month of February 2020 reflects interest from the Money Market Account, the CDBG and EDBG Funds and the SERAF loan.

**FISCAL IMPACT:**

None

City of Winters  
Investment Earnings Report  
Investment Earnings as of February 29, 2020

Fund	Fund Description	Investment Earnings February 2020	Investment Earnings Year to Date
101	GENERAL FUND		375
105	SENIOR FUND		11
106	MONITORING FEE		15
107	PARK MAINTENANCE FUND		465
113	2007 HOUSING TABS		2,112
115	CANINE PROGRAM FUND		7
116	POLICE CADET FUND		21
117	Community Garden		2
201	FIRE PREVENTION FUND		6
208	FIRST TIME HOMEBUYER		566
209	In Lieu Affordable Housing		2,177
212	FLOOD ASSESSMENT DISTRICT		26
231	STATE COPS 1913		10
233	Realignment Fund		447
251	TRAFFIC SAFETY		648
254	VEHICLE THEFT DETERRENT		232
291	BEVERAGE RECYCLE GRANT		10
321	EDBG 99-688	247	2,093
322	EDBG 96-405 CRADWICK		9,516
351	RLF HOUSING REHAB	398	3,182
356	RLF HOME PROGRAM		795
358	PROGRAM INCOME FUND		3,636
412	STORM IMPACT FEE		1,067
414	POLICE IMPACT FEE		1,722
415	FIRE IMPACT FEE		2,281
416	GENERAL FACILITY IMPACT FEE		2,428
417	WATER IMPACT FEE		2,938
418	SEWER IMPACT FEE		632
419	FLOOD OVERLAY		1,282
421	GENERAL FUND CAPITAL		3,550
423	STREET CAPITAL		35
424	PARKS & REC CAPITAL		268
427	EQUIPMENT REPLACEMENT FUND	13,803	15,399
429	SERVICE RESERVE	19,864	21,442
482	FLOOD CONTROL STUDY		9
492	RAJA STORM DRAIN		259
494	CARF		476
496	STROM DRAIN NON-FLOOD		2
501	GENERAL DEBT SERVICE		377
611	WATER O & M		512
612	WATER RESERVE		41
616	WATER CONSERVATION		61
617	WATER METER FUND		1,250
621	SEWER O & M		4,614
629	SEWER DEBT SERVICE FUND		624
803	ELDERBERRY MITIGATION		45,732
831	SWIM TEAM		400
833	FESTIVAL DE LA COMUNIDAD		82
836	PCH HOA		102
838	WPD Youth Services		2
839	Youth Day Fund		5
Total Investment Earnings		<u>\$ 34,312</u>	<u>\$ 133,944</u>



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: April 7, 2020

THROUGH: John W. Donlevy, Jr., City Manager 

FROM: Shelly A. Gunby, Director of Financial Management/City Treasurer 

SUBJECT: February 2020 Treasurer Report

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**RECOMMENDATION:**

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for February 2020.

**BACKGROUND:**

The City of Winters financial policy requires monthly reports regarding receipts, disbursement and fund balances be submitted to the City Council for review. Items of note in the attached report are as follows:

General Fund

General Fund revenues are 56% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax was received in late January 2020 and were 45% of budgeted.
- The first installment of Property Tax in lieu of VLF was received in late January 2020 and were 52% of budgeted
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization, we have received 54% of projected revenues.
- Utility User Tax is received approximately 1-3 months after the utilities are used; UUT receipts are 61% of the budgeted amount.
- Building permit fees received are 91% of the budgeted amount.
- General Fund expenditures are 71% of budget, mostly because we take advantage of paying the entire unfunded liability invoice for the year in July of each year in order to save 7.0% on the amount that we pay to CalPERS each year. A small step towards limiting the

growth of the unfunded liability for the City. These expenditures also include the payment of the entire liability insurance premiums for the fiscal year.

Other funds:

Fund 211 City Wide Assessment District: The first installment of the City Wide Assessment was received in late January 2020 at the same time that we receive the property tax distribution from Yolo County. Receipts were 39% of the amount budgeted, while expenditures are 78% of that budgeted.

Fund 611 Water: Water fund revenues are 77% of budget and expenditures are 62% of budget.

Fund 621 Sewer: Sewer fund revenues are 75% of budget and expenditures are 82% of budget.

**FISCAL IMPACT:**

None

City of Winters  
General Fund Revenue Summary  
July 1, 2019 through February 29, 2020

		% of Year Completed			58%
G/L Code	Account Description	Budget 2019-2020	February 2020 Actual	Year to Date Actual	Actual/ Budget %
101-41101	Property Tax	897,600		408,025	45%
101-41103	Property Tax in Lieu of VLF	651,328		340,299	52%
101-41104	1290 Pass Through	35,360		33,628	95%
101-41105	Residual RDA Revenues	43,440		58,575	135%
101-41401	Sales & Use Tax	688,343	92,931	374,220	54%
101-41402	Prop 172	41,101		14,766	36%
101-41403	Franchise Fee	279,400	4,736	150,289	54%
101-41404	Property Transfer Tax	20,000		20,264	101%
101-41405	Utility Tax	750,000	87,568	459,003	61%
101-41406	Municipal Services Tax	333,820	25,950	206,130	62%
101-41408	TOT Tax	502,750	45,857	70,387	14%
101-41407	Business Licenses	28,000	3,580	33,058	118%
101-46102	Building Permits	493,450	67,224	448,015	91%
101-46103	Encroachment Permit	6,000	45	1,138	19%
101-46104	Other Licenses & Permits		3,974	37,359	
101-41507	Motor Vehicle in Lieu		5,870	5,870	
101-41509	Homeowners Property Tax Relief	16,000		6,622	41%
101-48106	Post Reimbursement	3,500		13,345	381%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	300	342	2,247	749%
101-42103	Plan Check Fees	130,837	10,174	115,785	88%
101-42104	Planning Application Fees	7,500	970	4,165	56%
101-42107	Project Monitoring Fees	4,000	1,133	5,763	144%
101-42108	Police Reports	500	125	541	108%
101-42109	Fingerprint Fees	3,000	131	1,269	42%
101-42111	Towing/DUI Reimbursement	500		795	159%
101-42112	Ticket Sign Off Fees	500	15	90	18%
101-42201	Recreation Fees	350		1,400	400%
101-42205	Basketball Revenues	7,500	(70)	8,180	109%
101-42211	Pool Ticket Sales	7,000		3,982	57%
101-42213	Pool Proceeds	500			0%
101-42212	Pool Concession Stand Revenues	11,000		4,878	44%
101-42215	Swim Passes	1,500		85	6%
101-42216	Swim Lessons	14,418		3,085	21%
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	2,400	150	2,805	117%
101-42303	Community Center Rental	20,000	260	18,108	91%
101-42304	Community Center Insurance Collected	150		749	499%
101-44101	Rents/Leases Revenues	85,678	9,946	60,549	71%
101-43151	Fire District Payments	275,678			0%
101-44102	Interest Earnings	1,000		375	38%
101-46106	Reinspect Fee	2,000	95	2,820	141%
101-46107	Fire Dept Review Fees	48,824	6,406	44,095	90%
101-49101	Contributions	107,500	5,451	49,013	46%
101-49102	Reimbursements/Refunds	27,000	1,195	4,271	16%
101-49104	Miscellaneous Revenues	3,000	7,952	32,027	1068%
101-49106	Cash Over/Short		(15)	(115)	
101-49109	Developer Planning Reimbursement		38,118	44,709	
101-49504	Successor Agency Admin Fee	250,000	20,833	166,667	67%
101-49999	Interfund Operating Transfer	1,500			0%
<b>Total General Fund Revenues</b>		<b>\$ 5,812,227</b>	<b>\$ 440,946</b>	<b>\$ 3,259,331</b>	<b>56%</b>

City of Winters  
Summary of Revenues  
July 1, 2019 through February 29, 2020

		% of Year Completed				58%
Fund	Fund Description	Budget 2019-2020	February Actual	Year to Date Actual	Unreceived Budget	Actual/ Budget %
101	General Fund	\$ 5,819,727	\$ 440,946	\$ 3,259,332	\$ 2,560,395	56%
104	Fireworks Fund			16,768	(16,768)	
105	Senior Fund	4		11	(7)	275%
106	Winters Swim Lessons	502		15	487	3%
108	Munchkin Summer Camp	42,457	3,145	6,501	35,956	15%
107	Park Maintenance	8		465	(457)	999%
110	Housing Successor Agency		54,569	54,569	(54,569)	
111	Afterschool Tuition Fund		5,275	167,194	(167,194)	
113	2007 Housing TABS			2,112	(2,112)	
115	Canine Program	200	1,500	1,507	(1,307)	754%
116	Police Cadet Fund	21		113	(92)	538%
117	Community Garden Fund		40	122	(122)	
201	Fire Prevention Grant	10		6	4	60%
208	First Time Homebuyer In Lieu	1,025		566	459	55%
209	In Lieu Affordable Housing	1,524	22,974	65,298	(63,774)	999%
211	City Wide Assessment	275,162		107,679	167,483	39%
212	Flood Assessment District	46		26	20	57%
221	Gas Tax	191,114		117,122	73,992	61%
226	Road Rehabilitation and Mainten	121,682	11,602	70,095	51,587	58%
231	State COPS AB1913	100,000		114,621	(14,621)	115%
233	Realignment	20		447	(427)	999%
251	Traffic Safety	6,260	552	8,224	(1,964)	131%
252	Asset Forfeiture	612		422	190	69%
254	Vehicle Theft Deterrent	18,030		232	17,798	1%
267	Grant Ave Improvement				-	
291	Beverage Recycling	5,000		10	4,990	
294	Transportation	324,120			324,120	
299	AFTER School Program	157,980	800	53,144	104,836	34%
321	EDBG 99-688 Buckhorn	15,953	247	2,093	13,860	13%
322	EDBG 96-405 Cradwick	15,247		9,516	5,731	62%
326	16-HOME-10803 Grant			2,685	-	
342	Afterschool-Rominger		800	46,524	(46,524)	
343	21st Grant Waggoner			15,844	(15,844)	
344	21st Grant Rominger			15,844	(15,844)	
345	21st Grant-Munchkin			31,688	(31,688)	
351	RLF Housing Rehab		398	3,182	(3,182)	
355	RLF Small Business	8,757			8,757	
356	RLF HOME Program	182		795	(613)	437%
358	Program Income	39,956	1,848	40,121	(165)	100%
411	Street Impact Fee	645,038	34,562	246,493	398,545	38%
412	Storm Drain Impact Fee	83,107		3,827	79,280	5%
413	Parks & Recreation Impact Fee			406,230	(406,230)	
414	Public Safety Impact Fee	191,496	9,362	82,362	109,134	43%
415	Fire Impact Fee	387,275	18,949	169,173	218,102	44%
416	General Facilities Impact Fee	308,438	15,854	149,746	158,692	49%
417	Water Impact Fee	739,608	40,194	226,391	513,217	31%
418	Sewer Impact Fee	567,838	30,916	272,503	295,335	48%
419	Flood Fees	362		201,282	(200,920)	999%
421	General Fund Capital	5,200		3,550	1,650	68%
422	Landfill Capital	150			150	
423	Street Capital	102		35	67	34%
424	Parks & Recreation Capital	289,352		268	289,084	
427	Capital Equipment	57,800	14,588	23,107	34,693	40%
429	Service Reserve Fund	2,700	19,864	21,442	(18,742)	794%
481	General Plan 1992	33,227	1,502	22,116	11,111	67%
482	Flood Control Study			9	(9)	
492	RAJA Storm Drain	446		259	187	58%
494	CARF	20,768	2,088	15,231	5,537	73%
495	Monitoring Fee	33,227	1,502	22,116	11,111	67%
496	Storm Drain Non-Flood	3		2	1	67%
501	General Debt Service	94		377	(283)	401%
611	Water O & M	1,487,812	114,691	1,143,558	344,254	77%
612	Water Reserve	6,070		3,038	3,032	50%
616	Water Conservation	12,000		74	11,926	1%
617	Water Meter Fund	2,300	818	10,800	(8,500)	470%
619	Water Debt Service			106,118	(106,118)	
621	Sewer O & M	1,707,639	160,701	1,273,707	433,932	75%
629	Sewer Debt Service			163,086	(163,086)	
651	Centrak Service Overhead			890	(890)	
771	RORF	1,102,495		689,256	413,239	63%
803	Elderberry Mitigation	29,740		45,732	(15,992)	154%
831	Swim Team	30,836		16,737	14,099	54%
833	Festival de la Comunidad	10,012		24,827	(14,815)	248%
836	PCH HOA			102	(102)	
838	WPD Youth Services			2	(2)	
839	Youth Day			5	(5)	
841	PD Cancer Fund			482	(482)	
846	Quilt Festival	5			5	
Total Revenues		\$ 14,900,739	\$ 1,010,287	\$ 9,559,826	\$ 5,340,913	64%

City of Winters  
Summary of Expenditures  
July 1, 2019 through February 29, 2020

Fund	Fund Description	% of Year Completed				58%
		Budget 2019-2020	February Actual	Year to Date Actual	Unspent Budget	
101	General Fund Expenditures by Department					
110	City Council	\$ 18,748	\$ (3,044)	\$ 7,141	\$ 11,607	38%
120	City Clerk	7,997	(642)	(3,096)	11,093	-39%
160	City Manager	158,163	8,582	117,523	40,640	74%
161	Economic Development & Housing	247,546	18,533	174,321	73,225	70%
163	Rogers Building		450	450	(450)	
170	Administrative Services	11,489	(2,824)	(4,983)	16,472	-43%
180	Finance	104,347	1,740	53,936	50,411	52%
210	Police Department	3,102,547	231,123	2,206,726	895,821	71%
310	Fire Department	1,131,223	85,210	816,794	314,429	72%
410	Community Development	92,424	9,881	78,828	13,596	85%
420	Building Inspections	338,873	27,533	293,109	45,764	87%
610	Public Works-Administration	259,708	12,276	136,686	123,022	53%
710	Recreation	26,512	(1,850)	28,458	(1,946)	107%
720	Community Center	99,999	10,689	77,931	22,068	78%
730	Swimming Pool	151,862	5,893	95,388	56,474	63%
	Total General Fund Expenditure	\$ 5,751,438	\$ 403,550	\$ 4,079,212	\$ 1,672,226	71%
106	Monitoring Fee		500		500	
105	Senior Fund	59			59	
107	Park Maintenance	42,457			42,457	
108	Munchkin Summer Camp		2,100	6,826	(6,826)	
111	Afterschool Tuition Fund			1,449	(1,449)	
113	2007 Housing TABS	1,000	(22,704)	334,904	(333,904)	999%
115	Police Canine Program	400			400	
116	Police Cadet Program	400		210	190	53%
201	Fire Prevention Grant	202			202	
209	In Lieu Affordable Housing	330	26,139	491,663	(491,333)	999%
211	City Wide Assessment	279,331	31,420	218,677	60,654	78%
221	Gas Tax Fund	191,115	10,191	89,043	102,072	47%
226	Road M & R	120,000		23,750	96,250	20%
231	State COPS 1913	126,722	7,288	68,740	57,982	54%
233	Realignment	5,383	1,093	5,991	(608)	111%
252	Asset Forfeiture	612		843	(231)	138%
254	Vehicle Theft Deterrent			6,377	(6,377)	
291	Beverage Recycling Grant	5,000		400	4,600	8%
294	Transportation	323,750	340	289,125	34,625	89%
299	After School Program	89,890	9,480	173,008	(83,118)	192%
321	EDBG 99-688 Buckhorn	15,955	1,450	11,603	4,352	73%
322	EDBG 405-Cradwick	15,249		21,700	(6,451)	142%
326	16-HOME-10803			2,685	(2,685)	
342	Afterschool-Rominger	82,550	9,113	51,894	30,656	63%
343	21st Grant-Waggoner	71,607	10,251	25,775	45,832	36%
344	21st Grant-Rominger	39,575	4,529	20,939	18,636	53%
345	21st Grant-Munchkin	64,951	897	22,470	42,481	35%
351	RLF Housing Rehab	4,773	398	3,182	1,591	67%
355	RLF Small Business	8,114			8,114	
356	RLF HOME Program			135,197	(135,197)	
358	Program Income			517	(517)	
411	Street Impact Fee	2,275	190	1,517	758	67%
412	Storm Drain Impact Fee	316	26	211	105	67%
413	Park & Recreation Impact Fee	1,157	96	771	386	67%
414	Public Safety Impact Fee	57,647	29	231	57,416	
415	Fire Impact Fee	356	30	237	119	67%
416	General Facility Impact Fee	343	29	229	114	67%
417	Water Impact Fee	404	34	274	130	68%
418	Sewer Impact Fee	343	29	269,856	(269,513)	999%
422	Landfill Capital	50,805	23	14,120	36,685	28%
423	Street Capital	70,000			70,000	
424	Parks & Recreation Capital		18,642	69,483	(69,483)	
427	Equipment Replacement Fund	97,300		856	96,444	1%
429	Service Reserve		11,669	265,577	(265,577)	
494	CARF		1,094	9,195	(9,195)	
495	Monitoring Fee	33,227	1,502	22,116	11,111	67%
611	Water O & M	1,636,028	136,808	1,012,194	623,834	62%
616	Water Conservation Fund	13,679	59	10,383	3,296	76%
617	Water Meter Fund	20,278	23	29,108	(8,830)	144%
621	Sewer O & M	1,890,367	170,237	1,542,946	347,421	82%
629	Sewer Debt Service			36,022	(36,022)	
651	Central Service Overhead			1,678	(1,678)	
652	Equipment Fund	1		3,676	(3,675)	999%
771	RORF	1,098,425	359,882	505,715	592,710	46%
803	Elderberry Trust			2,772	(2,772)	
831	Swim Team	54,928	116	8,548	46,380	16%
833	Festival de la Comunidad	7,950		19,932	(11,982)	251%
841	PD Cancer Fund		657	657	(657)	
	Total Expenditures	\$ 12,277,192	\$ 1,196,710	\$ 9,914,484	\$ 2,362,708	81%

City of Winters  
Estimated Fund Balances Report  
Estimated Fund Balances as of February 29, 2020

Fund	Fund Name	Audited Fund Balance June 30, 2019	Current Year Revenues	Current Year Expenditures	Transfers In/(Out)	Estimated Fund Balance February 29, 2020	Change From 6/30/2019
101	General Fund	\$ (654,722)	\$ 3,259,331	\$ 4,062,484	\$ (16,728)	\$ (1,474,603)	\$ (819,881)
104	Fireworks Fund	(11,607)	40		16,728	5,161	16,768
105	Senior Fund	362	11		-	373	11
106	Monitoring Fee	1,782	15		-	1,797	15
107	City Park Maintenance	2,375	465		-	2,840	465
108	Munchkin Summer Camp	12,716	6,501	6,826	-	12,391	(325)
109	Housing Successor Trust				54,569	54,569	54,569
110	Housing Successor	32,746			-	32,746	
111	AfterSchool Tuition Fund	55,811	54,281	1,449	112,913	221,556	165,745
112	Housing 04 TABS	150,000			-	150,000	
113	2007 Housing TABS	332,791	2,112	334,904	-	(1)	(332,792)
115	Canine Program t	1,052	1,507		-	2,559	1,507
116	Police Cadet Program	3,577	113	210	-	3,480	(97)
117	Community Garden	283	122		-	405	122
201	Fire Prevention Grant	907	6		-	913	6
208	First Time Homebuyer	89,173	566		-	89,739	566
209	In Lieu Affordable Housing	722,112	65,298	491,663	-	295,747	(426,365)
211	City Wide Assessment	58,253	107,679	218,677	-	(52,745)	(110,998)
212	Flood Assessment District	4,043	26		-	4,069	26
221	Gas Tax	14,142	117,122	89,043	-	42,221	28,079
226	Road M & R	135,473	70,095	23,750	-	181,818	46,345
231	State COPS 1913	179,806	114,621	68,740	-	225,687	45,881
233	Realignment Funds	74,202	447	5,991	-	68,658	(5,544)
236	BSCC Grant	9,403			-	9,403	
251	Traffic Safety	115,652	8,224		-	123,876	8,224
252	Asset Forfeiture	1,490	422	843	-	1,069	(421)
254	Vehicle Theft Deterrent	39,203	232	6,377	-	33,058	(6,145)
291	Beverage Recycling Grant	6,570	10	400	-	6,180	(390)
294	Transportation	152,597		289,125	-	(136,528)	(289,125)
299	After School Program	110,052	53,144	60,095	(112,913)	(9,812)	(119,864)
307	HRP Grant	150,000			-	150,000	
313	STBG-96-1043 Housing and P	(29,070)			-	(29,070)	
314	98-HOME-347 Grant	82,061			-	82,061	
316	HOME-Choc Project	2,843,180			-	2,843,180	
321	EDBG 99-688 Buckhorn	65,324	2,093		(11,603)	55,814	(9,510)
322	EDBG 96-405 Cradwick	207,947	9,516		(21,700)	195,763	(12,184)
326	16-HOME-10803		2,685	2,685			
341	Green House Reduction	15,471			-	15,471	
342	AfterSchool-Rominger		46,524	51,894	-	(5,370)	(5,370)
343	21st Grant-Waggoner		15,844	25,775	-	(9,931)	(9,931)
344	21st Grant-Rominger		15,844	20,939	-	(5,095)	(5,095)
345	21st Grant-Munchkin		31,688	22,470	-	9,218	9,218
351	RLF Housing Rehabilitation	105,993	3,182		(3,182)	105,993	
352	RLF Affordable Housing	271,588			-	271,588	
356	RLF HOME Program	373,046	795	135,197	-	238,644	(134,402)
358	Program Income Fund	724,577	3,636	517	36,485	764,181	39,604
411	Street Impact Fee	137,136	246,493	1,517	-	382,112	244,976
412	Storm Drain Impact Fee	213,077	3,827	211	-	216,693	3,616
413	Parks & Recreation Impact	114,088	406,230	771	-	519,547	405,459
414	Public Safety Impact Fee	275,716	82,362	231	-	357,847	82,131
415	Fire Impact Fee	540,571	169,173	237	-	709,507	168,936
416	General Facilities Impact	689,962	149,746	229	-	839,479	149,517
417	Water Impact Fee	621,609	226,391	274	-	847,726	226,117
418	Sewer Impact Fee	548,343	272,503	269,856	-	550,990	2,647
419	Flood Control Fee	201,912	201,282		-	403,194	201,282
421	General Fund Capital	493,798	3,550		-	497,348	3,550
422	Landfill Capital	65,330		14,120	-	51,210	(14,120)
423	Street Capital	59,514	35		-	59,549	35
424	Parks and Recreation Capit	467,118	268	69,483	-	397,903	(69,215)
427	Equipment Replacement Fund	427,505	23,107	856	-	449,756	22,251
429	Service Reserve Fund	1,064,931	21,442	265,577	-	820,796	(244,135)
481	General Plan 1992	(338,020)			22,116	(315,904)	22,116
482	Flood Control Study	(123,631)	9		-	(123,622)	9
492	RAJA Storm Drain	107,665	259		-	107,924	259
494	CARF	142,776	15,231	9,195	-	148,812	6,036
495	Monitoring Fee		22,116		(22,116)		
496	Storm Drain Non-Flood	247	2		-	249	2
501	General Debt Service	59,307	377		-	59,684	377
611	Water O & M	4,277,737	1,143,558	906,075	(106,118)	4,409,102	131,365
612	Water Reserve	163,237	3,038		-	166,275	3,038
616	Water Conservation	24,777	61	10,370	-	14,468	(10,309)
617	Water Meter Fund	387,791	10,800	29,108	-	369,483	(18,308)
619	Water Debt Service Fund	(3,041,118)			106,118	(2,935,000)	106,118
621	Sewer O & M	7,124,716	1,273,707	1,380,484	(162,462)	6,855,477	(269,239)
622	Sewer Reserve	159,459			-	159,459	
629	Sewer Debt Service	(3,587,044)	624	36,022	162,462	(3,459,980)	127,064
651	Central Service Overhead	788	890	1,678	-	1,678	(788)
652	Equipment Lease	3,676		3,676	-		(3,676)
771	RORF	(13,688,892)	689,256	451,146	(54,569)	(13,505,351)	183,541
772	RDA Trust	608,993			-	608,993	
781	RDA Long Term Debt	1			-	1	
803	Elderberry Mitigation Fund	254,124	45,732	2,772	-	297,084	42,960
831	Winters Library	73,640	16,737	8,548	-	81,829	8,189
833	Festival de La Comunidad	35,100	24,827	19,932	-	39,995	4,895
836	PCH HOA	15,998	102		-	16,100	102
838	WPD Youth Services	366	2		-	368	2
839	Youth Day Fund	748	5		-	753	5
841	PD Cancer Patch Fund	175	482	657	-		(175)
911	General Fixed Assets	29,957,617			-	29,957,617	
Totals		\$ 34,991,204	\$ 9,048,421	\$ 9,403,079	\$ -	\$ 34,636,546	\$ (354,658)

City of Winters  
Cash and LAIF Balances Report  
Cash and LAIF Balances as of February 29, 2020

Fund	Fund Title	Balance 6/30/2019	Balance 2/29/2020
101	General Fund	\$ (592,423)	\$ (1,549,304)
104	Fireworks Fund	(11,607)	5,161
105	Senior Fund	359	373
106	Monitoring Fee	1,771	1,797
107	Park Maintenance	2,360	2,840
108	Munchkin Summer Camp	12,738	12,392
110	Housing Successor Agency	(98,919)	(44,350)
111	Afterschool Tuition Fund	55,456	210,906
113	Housing 2007 Tabs	332,503	
115	Canine Program	1,045	2,559
116	Police Cadet	3,560	3,480
117	Community Garden Fund	24	405
201	Fire Prevention Grant	901	912
208	First Time Homebuyer	88,607	89,740
209	In Lieu Affordable Housing	720,124	295,747
211	City Wide Assessment	60,471	(41,786)
212	Flood Assessment District	4,017	4,068
221	Gas Tax	26,518	42,429
226	Road Rehab Maintenance Account	111,608	181,818
231	State COPS 1913	179,806	225,693
233	Realignment	73,720	69,752
236	BSCC Grant	9,403	9,403
251	Traffic Safety	115,004	123,877
252	Asset Forfeiture	1,490	1,068
254	Vehicle Theft Deterrent	36,367	33,059
291	Beverage Recycling Fund	6,560	6,180
294	Transportation(Including Bus Svc	107,534	(136,528)
299	After School Program	112,487	(4,985)
341	Green House	15,471	15,471
342	Afterschool Rominger		(3,984)
343	21st Grant-Waggoner		(2,558)
344	21st Grant-Rominger		(3,385)
345	21st Grant-Munchkin		10,115
356	RLF-HOME Program	167,212	31,298
358	Program Income Fund	721,137	764,181
411	Street Impact Fee	42,136	287,113
412	Storm Impact Fee	182,010	186,693
413	Parks and Recreation Impact Fee	98,546	504,358
414	Police Impact Fee	272,000	355,906
415	Fire Impact Fee	535,549	707,070
416	General Facilities Impact Fee	687,116	839,188
417	Water Impact Fee	618,671	847,725
418	Sewer Impact Fee	547,830	550,990
419	Flood Fee	200,630	403,194
421	General Fund Capital	490,662	497,348
422	Landfill Capital	64,915	51,210
423	Street Capital	62,445	59,548
424	Parks and Recreation Capital	500,847	431,632
427	Capital Equipment Fund	237,989	337,446
429	Service Reserve	793,531	659,894
481	General Plan 1992 Study	(338,452)	(316,003)
482	Flood Control Study	1,360	1,377
492	RAJA Storm Drain	116,995	117,513
494	Capital Asset Recovery Fee	142,299	148,812
496	Storm Drain Non-Flood	245	248
501	General Debt Service	58,930	59,683
611	Water O & M	235,447	381,924
612	Water Reserve	157,899	164,226
616	Water Conservation	24,716	14,468
617	Water Meter	406,569	389,511
621	Sewer O & M	1,270,080	930,454
622	Sewer Capital	159,440	159,459
629	Sewer Debt Service		19
651	Central Services	6,014	2,214
652	Central Service w PD & FD	72,501	19,970
771	RORF	736,774	300,493
831	Swim Team	81,299	81,888
833	Festival de la Comunidad	35,342	39,995
836	PCH HOA	15,897	16,100
838	WPD Youth Services	364	368
839	Youth Day	743	752
841	PD Cancer Fund	175	657
Total Cash		\$ 10,784,818	\$ 9,591,287