



Winters City Council Meeting
City Council Chambers, 318 First St., and Teleconference via ZOOM
Tuesday, July 21, 2020

To join the ZOOM meeting:

<https://us02web.zoom.us/j/84196398903>

Meeting ID: 841 9639 8903

Or to Dial In By Phone: 1-669-900-6833

AGENDA

Members of the City Council

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

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

5:30 p.m. – Executive Session

Safe Harbor for Closed Session Pursuant to Government Code Section 54954.5

1. Pursuant to Government Code Section 54957 - Conference with Legal Counsel – Public Employment – City Manager
2. Pursuant to Government Code Section 54956.9 – Conference with Legal Counsel – Anticipated Litigation (One Matter)

6:30 p.m. – Regular Session

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 Special Meeting of the Winters City Council Held on Thursday, July 2, 2020 (pp. 5-9)
- B. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 7, 2020 (pp. 10-16)
- C. Second Reading and Adoption of Ordinance 2020-04, an Ordinance of the City Council of the City of Winters Rezoning Walnut Lane 10 Subdivision (APN 030-050-019) to Add a Planned Development (PD) Overlay Zone and Adopting PD Overlay Zone Regulations (pp. 17-22)
- D. Designation of a Voting Delegate and Up to Two Alternate Voting Delegates for the League of California Cities Annual Conference & Expo (pp. 23-26)
- E. Resolution 2020-35, A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills and Requesting Collection of Charges on Tax Roll (pp. 27-33)
- F. Resolution 2020-36, a Resolution of the City Council of the City of Winters Confirming Delinquent Solid Waste Bills and Requesting Collection of Charges on Tax Roll (pp. 34-38)

- G. Council Approval of Agreement Between the County of Yolo and the City of Winters for Animal Control Services for Contract Year 7/1/2020 – 6/30/2021 (pp. 39-46)
- H. Council Approval to Purchase Spray Heads for North Spray Field (pp. 47-48)
- I. Final Acceptance of Public Improvements for Winters Highlands (Stone's Throw) Phase 1 Subdivision (pp. 49-52)
- J. City Engineering Services – Ponticello Enterprises, Inc. (pp. 53-64)
- K. Facility Use Agreement with Solano Community College District for the Solano Community College Fire Academy (pp. 65-77)
- L. Resolution 2020-41, a Resolution of the City Council of the City of Winters Authorizing the Sale of Personal Property (pp. 78-82)

PRESENTATIONS

Presentation of Certificate of Appreciation to City Manager John W. Donlevy Jr. by Senator Bill Dodd and Assembly Member Cecilia Aguiar-Curry for His Outstanding Service to the City of Winters

Climate Action Plan Update by Christopher Flores, Civic Spark Fellow (pp. 83-87)

Waste Management Residential Overage/Contamination Fee Program Implementation - Preface and Overview by Kristine DeGuerre, Presentation by Kayla Rodriguez, Waste Management (pp. 88-105)

DISCUSSION ITEMS

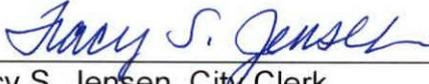
1. Public Hearing to Consider Uses for SB2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for Assistance to Cities & Counties (pp. 106-110)
2. Public Hearing to Consider an Application for Funding Under the 2020-2021 Fiscal Year (July 1 to June 30) for State Administered Community Development Block Grant (CDBG) for \$79,129 Under the CARES ACT for COVID-19 Response and Recovery (pp. 111-117)
3. Consideration and Approval of an Executive Search Firm to Conduct a Recruitment for City Manager (pp. 118-126)
4. Consideration of a Resolution Calling a Special Election to Consider the Winters Urban Growth Boundary and Community Based Planning Initiative on November 3, 2020, to be Consolidated with the Statewide General Election (pp. 127-165)
5. August 4, 2020 City Council Meeting Cancellation (No Backup)

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the July 21, 2020 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on July 17, 2020, and made available to the public during normal business hours.



Tracy S. Jensen, City Clerk

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

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

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

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

How to obtain City Council Agendas and Agenda Packets:

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

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

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

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

City Hall – Finance Office - 318 First Street

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



Minutes of the Special Meeting of the Winters City Council
Held on July 2, 2020 via Teleconference (ZOOM)

Executive Session

Safe Harbor for Closed Session Pursuant to Government Code Section 54954.5

1. Pursuant to Government Code Section 54956.9 – Conference with Legal Counsel – Anticipated Litigation (One Matter)

Following the Executive Session, City Attorney Ethan Walsh reported that City Council unanimously approved the Settlement Agreement and Release of Claims between the City of Winters and Keep Winters Winters (KWW). Mayor Cowan gave the following statement related to the joint agreement and was then followed by KWW Proponent Bob Polkinghorn.

Mayor Wade Cowan said over the past 30 days, he along with Council Member Neu and City Attorney Walsh have met with Bob Polkinghorn, Peter Hunter, Bill Lagatutta, and KWW Attorney Robert “Perl” Perlmutter in an attempt to “turn down the temperature” and initiate a dialogue in hopes that we might find some common ground when it comes to the KWW initiative and our need to plan for the future of our City. The sessions were civil and cordial, and they discovered that both sides shared similar views about Winters and their hopes for its future. These meetings also presented an opportunity to learn from one another. The KWW Initiative and what it implies for City planning raised many questions, some quite complex. The answers to these questions were not always simple or easy to come by. It’s fair to say that both sides learned and came away from our discussions with a genuine appreciation for the other’s view. Speaking for the Council, Mayor Cowan said he wanted to recognize the hard work involved in preparing the initiative, gathering signatures, and mobilizing the community. The KWW leaders and all who signed the petition are our fellow citizens and neighbors. All of us care deeply about Winters and the Council recognizes the desire of our citizens to be an integral part of the planning process.

With this, Mayor Cowan was pleased to announce that the Council is prepared to vote to place the KWW Urban Growth Boundary Initiative on the November 3rd

ballot. Council has also agreed to a new and exciting future course of action, which will benefit all parties, and especially the people of Winters. Mayor Cowan said in addition to Council's vote tonight to put the KWW initiative on the November ballot, they have also agreed to the following:

Over the course of the next month, KWW and the City will develop a joint initiative, which Council envisions will also be placed on the November 3, 2020 ballot. KWW and the City believe the new joint initiative improves the KWW initiative and provides the City with flexibility and certainty into the future. Once the joint initiative is on the ballot, the original KWW initiative will be withdrawn by the proponents. The joint initiative contains some important changes, which still honoring the key elements of the KWW initiative, especially the people's right to approve future development by vote.

This joint initiative recognizes the City's need to plan in a comprehensive way for future growth, whenever that may occur. The North Area, with all its potential and complexity, demands a planning process that is comprehensive in nature, not piecemeal and not driven by developers. Both sides agree that this approach is good for the City and its citizens.

Under the agreement with KWW, the working group will recommend to the City Council a committee of City officials, community members, business owners, and other stakeholders. The charge of this committee will be to create a comprehensive Specific Plan for the North Area. This will cover all property in the Sphere of Influence. Once the plan is complete, it will be placed on an upcoming election ballot for approval by the voters, and if the Specific Plan is approved by the voters, the Urban Growth Boundary would be moved to be consistent with the City's Sphere of Influence. In the next few weeks, the working group hopes to have the language of the joint initiative written and ready to place on the ballot. This must be done by August 7th in order to meet the State's election deadline. Mayor Cowan then asked Bob Polkinghorn, chairman of KWW, to explain further:

Bob Polkinghorn thanked Mayor Cowan and said from the beginning, the mission of Keep Winters Winters was to give the citizens of Winters a determinative voice regarding development outside City limits, while at the same time promoting smart growth within our borders. KWW believes that if growth becomes necessary outside our existing City limits, the form of that growth should be determined by the citizens of Winters, not by developers. KWW believes the agreement with the City honors the values and intent of both KWW and the 814 citizens who signed their initiative petition. But more than that, this agreement takes their initiative to the next level and improves it. The agreement defines a process that allows development to take place in the North Area only after a community-driven and community-authored plan is in place. And that plan must be approved by the voters.

The Mayor has outlined the specifics of our agreement, which is just that – an agreement to craft a joint initiative with will supersede the original initiative, making it better and more comprehensive while satisfying the goals of KWW. Importantly, it provides the City flexibility and certainty in its planning processes. Going forward, we will continue to work together as partners in supporting what we believe is best for our City.

Our process so far has been extremely cordial and, as the Mayor said, the biggest thing we all learned was just how much we have in common, and how much we all wish to see Winters grow in ways which makes sense to all stakeholders. In the months ahead, KWW and the City will create a special committee, composed of residents, members of KWW, the business community, stakeholders outside the City, members of the City Council, and members of the Planning Commission – two representatives from each group. Their goal will be to create a comprehensive Specific Plan for the land that lies within the Sphere of Influence, commonly referred to as the North Area. Again, this plan will be developed by community members, not developers or outside entities. It will assure the proper balance of housing, commercial development, and green space. And it will most definitely seek to preserve our agricultural heritage.

Importantly, this plan will not take effect without a majority vote of the citizens of Winters at a regular election. The goal of KWW and the City Council is to complete our joint initiative shortly so that it can be placed on the November ballot, at which time KWW will withdraw its original initiative that the Council is considering tonight, in favor of this new and improved joint initiative. Bob thanked his partners in this, Peter Hunter and Bill Lagattuta, and their steering committee, which represents a broad cross section of the Winters community, all good people. He also thanked Mayor Cowan, Council Member Neu, City Attorney Walsh and members of the Council for their willingness to work with KWW, and a special thanks to all of those members of our great community who have worked so hard to Keep Winters Winters.

Regular Session

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

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu, Mayor Pro Tem Bill Biasi, Mayor Wade Cowan
Absent: None
Staff: City Manager John W. Donlevy Jr., Management Analyst Kristine DeGuerre, City Clerk Tracy Jensen, City Attorney Ethan Walsh, Director of Financial Management Shelly Gunby, Fire Chief Brad Lopez, Police Chief John Miller, Public Works Superintendent Eric Lucero, and Building Official Gene Ashdown.

Council Member Jesse Loren led the Pledge of Allegiance.

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

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

COUNCIL/STAFF COMMENTS: None

PUBLIC COMMENTS: None

CONSENT CALENDAR

A. None

DISCUSSION ITEMS

1. Acceptance of Elections Code 9212 Report and Consideration of Initiative Petition Amending the City of Winters General Plan to Establish an Urban Growth Boundary

City Attorney Ethan Walsh reported that he has prepared a comprehensive and detailed 9212 report as discussed. Upon consideration of the initiative petition, Council may adopt it without changes and place it on the 2020 or 2022 ballot. Although there are differences of opinion regarding when the initiative will be brought forward, staff is recommending the initiative be placed on the November 2020 ballot. When Council votes on the initiative, City Attorney Walsh requested their motion include the approval of the resolution with the November 2020 date.

Mayor Pro Tem Biasi said Council is trusting that everyone will keep their word and come up with language that is acceptable for both sides. Citizens didn't previously trust what was going on, and Council is asking KWW to do what they say they're going to do.

Corrine Martinez, one of the original petition proponents, agreed that it is a matter of trust. She said she had signed the letter today authorizing the removal and rescinding the original initiative in favor of the joint initiative. In closing, she assured Council of her commitment.

Bob Polkinghorn said the third original petition proponent, Emarie VanGalio also signed the agreement. As long as the joint initiative is written and put on the ballot, the original initiative will be rescinded.

Motion by Council Member Neu, second by Council Member Loren to approve Resolution 2020-33, calling for the holding of a General Municipal Election on Tuesday, November 3, 2020. Motion carried with the following roll call vote:

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

Mayor Cowan thanked everyone who has worked so hard during this process, especially City Attorney Walsh and KWW Attorney Robert "Perl" Perlmutter.

CITY MANAGER REPORT: None

INFORMATION ONLY: None

ADJOURNMENT: Mayor Cowan adjourned the meeting at 7:03 p.m.

Wade Cowan, MAYOR

ATTEST:

Tracy S. Jensen, City Clerk



Minutes of the Regular Meeting of the Winters City Council Held via
Teleconference (Zoom) on July 7, 2020

Executive Session

1. Pursuant to Government Code Section 54957 - Conference with Legal Counsel – Public Employment – City Manager

City Attorney Walsh reported the following action taken in closed session regarding the public employment of the City Manager: Council has chosen an ad-hoc committee consisting of Mayor Cowan and Mayor Pro Tem Biasi to select a proposed search firm to assist with the selection and recruitment of a replacement for the City Manager position. The actual contract with the search firm will come back to Council for approval.

Regular Session

Mayor Cowan called the meeting to order at 6:30 p.m. and advised all Zoom participants to please use the “raise your hand” icon to speak to any agenda item.

Present: Council Members Anderson, Loren, Neu, Mayor Pro Tem Biasi, Mayor Cowan
Absent: None
Staff: City Manager John W. Donlevy, Jr., City Attorney Ethan Walsh, Management Analyst Kristine DeGuerre, Contract Planner Dave Dowswell, Contract Engineer Alan Mitchell, Building Official Gene Ashdown, Fire Chief Brad Lopez, City Clerk Tracy Jensen

Council Member Pierre Neu led the Pledge of Allegiance.

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

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

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

PUBLIC COMMENTS: Jack Vickrey inquired about the timeline regarding the formation of a 12-person committee and asked if they planned to meet within 19 days. Mayor Cowan said the focus is getting the new initiative written and placed on the ballot, and the formation of the committee will take place after that. Mr. Vickrey asked if the committee would help re-designate the current open space within the City's sphere of influence and Mayor Cowan said yes. Mayor Pro Tem Biasi asked City Attorney Walsh for clarification whether the committee will be created after the ballot is approved. City Attorney Walsh said first a joint initiative will be discussed and then will be placed on the ballot. Once the initiative has been approved by the voters, it will then initiate the formation of a committee.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 2, 2020
- B. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 16, 2020
- C. Acceptance of SACOG Planning Grant Award – I-5050 Overpass Improvement Project
- D. BSK Contract Amendment No.7 – Conservation Easement Monitoring
- E. Final Acceptance of SB1 2018-2019 Street Rehab Project
- F. Final Acceptance of SB1 2019-2020 Street Rehab Project
- G. Final Acceptance of Sidewalk Repair/Replacement Project
- H. Rate Increase for City Integrated Waste Management Services –
- I. Quitclaim Deeds for Dedication of Land for the Winters Highlands (Stone's Throw) Phase 1A Subdivision

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

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

PRESENTATIONS:

Jesse Salinas, Yolo County Assessor/Clerk-Recorder/Registrar of Voters, apprised Council of the expected election changes and discussed collaboration between the City of Winters and Yolo County for an effective election in November 2020. For the November election, there will be 96 polling locations throughout the County. Following staff training for the March election and just as the pandemic was gearing up, Jesse described the cancellation rate for poll workers increased from 5% to 10%, and the cancellation rate for poll inspectors increased from 3% to 15%. Of the 396 poll workers surveyed, 20% said they would be willing to come back if a second wave of the pandemic hits. In light of these numbers and the continuation of the pandemic, the County is reviewing how the November election will be run. Two executive orders have been issued: 1) vote-by-mail, giving voters the option to not vote at a polling place, and 2) provides flexibility to counties to run their election. There are approximately 117,000 registered voters in Yolo County, with projections to reach 120,000 registered voters. Twelve voter assistance centers, one for every 10,000 registered voters, will be placed throughout the County and they would like to include one in Winters. And for every 15,000 registered voters, there will also be a drop box location provided, which will be open for four days for eight hours a day on Saturday through Tuesday preceding election day. Jesse asked staff about identifying and reserving two locations (one as a backup) within the City of Winters. He stated he would like to engage our diverse community in their recruitment of poll workers and volunteers and reiterated the importance of drop off ballot boxes. He identified Maria Coronel, Outreach Specialist, and Katherine Campos, Manager/Lead from the Elections Office to assist in the process. Mayor Cowan thanked Jesse for his informative presentation. Council Member Loren said the new process is exciting and proactive by providing a span of four days to submit ballots. Mayor Pro Tem Biasi asked about the availability of the voter assistance center prior to the election. Jesse said voters can walk into any voter assistance center in the County, sign in electronically, print an on-demand ballot associated specifically to their residence, fill it out and drop it off into a ballot box. They are trying to make it as convenient as possible. Kate Laddish, 400 Morgan, thanked Jesse for his presentation and for the crucially important work he and his staff are doing. She also thanked Jesse for providing a drop box and a voter assistance center in Winters. Council Member Loren volunteered to put together a team of volunteers, review possible sites for the voter assistance centers, and contact Katherine Campos with the list of volunteers.

DISCUSSION ITEMS

1. Walnut Lane 10 Subdivision – Public Hearing and Consideration of the Proposed Walnut Lane 10 Mitigated Negative Declaration, Tentative Map and Planned Development Overlay Zoning for a 54-lot Single Family Subdivision (APN 038-050-019)

Dave Dowswell, Project Planner, gave an overview and introduced Tim Denham, Engineer from Wood Rodgers, who prepared the maps that were provided in the agenda packet. Regarding the drainage on the subdivision map, to prevent drainage into the Almond Lane

subdivision, the northerly edge will be raised and the water will flow into a "V" ditch across from the Homestead property. A 12" water line will also be extended and tied into an 8" drain to the east and south. Regarding secondary access, Corbett is in negotiations with Hostettler regarding a gravel access driveway north of Walnut Lane, which is preferable to the east into Farmstead. Regarding the traffic on Walnut Lane, there are 109 existing units on Walnut and this project will add another 54 units, which is approximately one third of the standard carry, proving the street has the capacity to carry the additional traffic. Tim asked Council for their support for this project so they could move forward. City Engineer Alan Mitchell said he agreed with all of Tim's comments, and from an engineering standpoint, with the increase of water flow within this plan, this project should be approved.

Mayor Cowan opened the public hearing at 7:32 p.m.

Whitney Vickrey, 115 Orchard Lane, said she was discouraged by Zoom meetings and said they were not as effective as meeting in person. She said she was also discouraged by the Planning Commission process. Since the beginning of this project, they were promised meetings, but it hasn't happened. She said she wants this project to be the best it can be and she wants to be heard. The PD overlay should be re-evaluated - there is only a eight house difference. She asked the planners to think creatively and come up with creative solutions. She said she loves the neighborhood, adding this project has great potential and it is affecting them on so many levels.

Jack Vickrey, 115 Orchard Lane, indicated the May Planning Commission meeting had issues, including two new commissioners who voted on the project but may have not received the information, and comments from the public were not discussed or reviewed by the Planning Commission afterwards. Unfortunately, Commissioner Contreras' proposal to table the item to allow for more time was declined. During his presentation, four people yielded their time to him, but he was not made aware of it.

Kristina Drobrocky Baitoo has submitted two letters regarding their property at the end of Walnut Lane. She said she appreciated the changes that have been made, adding that nobody wants this project stopped, but they have concerns, including the street issues at the end of Walnut Lane near the traffic circle, including brush, debris, and parking.

Tim Denham of Wood Rodgers said he doesn't agree with the resident's desire to delete Condition #23. It hurts to lose lots in a project and suggested increasing the standard setback along the southern line from 25' to 35'.

Mayor Cowan closed the public hearing at 7:47 p.m.

Mayor Pro Tem Biasi voiced his concerns regarding drainage and asked if the levee along the northern border would go across Walnut 10 and Skreden before development begins. Tim Denham said there are two places water may spill over: on the northwest edge of Walnut 10 and to the east onto a portion of the Skreden property, wrapping around the Grant Avenue culvert. He confirmed the project will have a berm and the lots will be raised 1 to 1-1/2 feet. Mayor Pro Tem Biasi asked who would maintain the "V" ditch prior to development of the Skreden property. City Engineer Alan Mitchell said the "V" ditch will be on private property unless an easement is granted. The subdivision improvement

agreement will address these details. Mayor Pro Tem Biasi said Walnut 10 or Skreden would have to be responsible. Also, the Walnut 10 property is in a flood zone and higher fees to develop in a flood zone comes with a hefty price tag. Reducing the number of lots and spreading the costs over fewer lots will also increase the price. He advised sticking with the original plan. Mayor Pro Tem Biasi asked about Condition #12, Grading, requesting that a specific time period, April to October, be included, with Mayor Cowan and Council Member Loren in agreement. Regarding traffic impacts on Walnut Street, Mayor Pro Tem Biasi said it currently meets street standards and can be reviewed if changes are needed in the future. Fire Chief Lopez said he doesn't have concerns about fire truck access on Walnut, which meets the City's requirement for accessibility for emergency units.

Mayor Pro Tem Biasi asked about City Attorney Walsh's comments at the Planning Commission meeting regarding the reduction of the density of the development and how that may be a conflict with the Housing Accountability Act. City Attorney Walsh said the way this is structured now, we have a PD overlay that is needed to get more density onto the project than what zoning currently allows. Legislative approval would be needed to develop the property with additional units. If developed with the number of units consistent with the City's zoning, then it would be subject to the Housing Accountability Act. To disapprove the project or condition the project to make it feasible, specific findings would have to be made, findings based on substantial evidence of eminent threat to public health, welfare, and safety if the project was to be developed. Because they need the PD overlay in order to develop the project, that's not the case.

Mayor Pro Tem Biasi said there has been adequate time to comment on this project. The Mitigated Negative Declaration was available in January or February and the comment period was extended. The study has addressed most of the comments adequately and the requirements are being met. The suggested mirror image of Almond Drive as part of City planning is something that has never been heard before.

Regarding access and egress, Council Member Neu personally went out and looked at the gravel road being planned at the north end of the property, negotiated so there is access for the Fire Department. If there is an emergency or disaster and residents can't get out on Walnut, he asked if they get out on the gravel road. Alan Mitchell said the gate can be opened and the gravel road can be utilized, along with Police Department traffic controls. Tim Denham said Corbett is negotiating access across the Skreden property.

Council Member Loren said if mirror images existed in the 1990's, in 2020 we have different needs, priorities and new things weighing on us. If it was a concept in the 90's, it doesn't reflect current values. She asked if there had been any discussion about adding duplexes and increasing density. Tim Denham said 2 moderate income sites have been incorporated while working within current confines. Council Member Loren said in the future, make sure middle housing is not missing from your planning and zoning to make it more equitable for all our residents. She said she is supportive of the project, supportive of answering the historic flooding in that part of the City and is pleased that it's getting addressed. Council Member Anderson said he also doesn't remember any discussions about mirror image requirements and that developer costs continue to add up. Council Member Neu said he and Council Member Loren are liaisons for groups working hard on

housing issues and he agrees with Council Member Loren about looking out for more of the population and housing for those in the middle is important. Mayor Cowan said he is in favor of bigger lots, but the extra costs for flood mitigation and other things makes it difficult. He also understands that higher density will allow the costs to be spread over more lots, making it more affordable. He agrees with Council and if Council chooses to more this project forward, he wants to see the grading period from April to October, maintenance and upkeep of the drainage line, rear set-backs bigger along Orchard to give more separation to existing homes, the removal of Condition #23, and keeping 54 lots due to added costs. Tim Denham said Condition 12, the specific grading period from 4/1 – 10/31, would be acceptable to the developer. Jim Corbett agreed there would be no problem with this recommendation. Contract Planner Dave Dowsnell reiterated the addition of a condition to remove the black walnut trees on the western edge of the property.

Motion by Council Member Loren to adopt Resolution 2020-20 adopting a Mitigated Negative Declaration with the stated changes, to approve the Walnut Lane 10 Subdivision Mitigation Monitoring Reporting Program, adopt Resolution 2020-21 approving the Walnut Lane 10 Subdivision 54-lot Tentative Map and adopt Ordinance 2020-04 adding a PD Overlay Zone to the existing R-1 7000 zoning. After receiving clarification that the motion included the following stated changes: addition on a condition regarding the 4/1 – 10/31 grading period, having Condition #23 removed, adding a new condition about neighbors being notified 48 hours prior to the removal of the black walnut trees, maintenance of the drainage ditch, and the increased set-backs against Orchard Lane, Mayor Pro Tem Biasi seconded the motion. Motion carried with the following roll call vote:

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

2. Remodel South Side of Old P.D. into Finance/HR Office and Billing Department

Public Works Superintendent Eric Lucero gave an overview. The proposed remodel will provide a safe and secure work area for staff and will also be more accessible for the public. Eric then outlined the work that was being planned. City Manager Donlevy confirmed that this project will improve accessibility and will enable the entire Finance Department to work together in the same area. The project is being paid for by impact fees and a grant has also been received for an emergency generator that will allow City Hall to remain online. No general funds are being used for this project. Electric charging stations, paid for by Valley Clean Energy, will also be included.

CITY MANAGER REPORT: There are a number of COVID-19 restrictions throughout the County. Staff has been attending key meetings regarding COVID-19 within the County. There has been a spike in the number of cases due to increased testing, which has been

particularly harsh for the business community. The new restrictions issued on July 13th are in effect for the next 3 weeks. To everyone who purchased fireworks, thanks for the show. The swimming pool is opening for lap swim and area swim teams, with the ability to give two 5-hour shifts. A shout out to swimmers Kate, Sally, and Jim, and to staff member Diana Tafolla for her work with the online registration/payment procedures. This is a good group to work with.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Cowan adjourned the meeting at 8:30 p.m. in honor of Tom Neeley. City Manager Donlevy shared that Tom Neeley was passionate about the library and played an important role in the Community Library project. He met Tom when they were trying to get the first measure passed. He was also a founding member of the Wednesday night music group and his quiet strength will be sorely missed.

Wade Cowan, MAYOR

ATTEST:

Tracy S. Jensen, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 21, 2020
FROM: David Dowswell, Contract Planner, Community Development Department 
THROUGH: John W. Donlevy, Jr., City Manager 
SUBJECT: Second Reading and Adoption of Ordinance 2020-04, an ordinance of the City of Winters Amending the Official Zoning Map by adding Planned Development (PD) Overlay Zoning to the existing R-1 Zoning and permitting certain modifications to the R-1 zoning standards for the Walnut Lane 10 Subdivision

RECOMMENDATION:

That the City Council waive the second reading and adopt Ordinance No. 2020-04, Amending the Official Zoning Map by adding Planned Development (PD) Overlay Zoning to the existing R-1 Zoning and permitting certain modifications to the R-1 zoning standards for the Walnut Lane 10 Subdivision

BACKGROUND/DISCUSSION:

On July 7, 2020 the City Council held a first reading on Ordinance No. 2020-04 amending the Official Zoning Map by adding Planned Development (PD) Overlay Zoning to the existing R-1 Zoning and permitting certain modifications to the R-1 zoning standards for the Walnut Lane 10 Subdivision. At the conclusion of the hearing the City Council unanimously adopted the proposed ordinance. The City Council did direct staff to amend the PD Overlay Permit to require homes built on Lots 43-53 have a rear yard setback of 30 feet for single-story and 35 feet for two-story. Permit has been revised.

ATTACHMENTS:

A. Ordinance 2020-04

ORDINANCE NO. 2020-04

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
REZONING WALNUT LANE 10 SUBDIVISION (APN 030-050-019) TO ADD A PLANNED
DEVELOPMENT (PD) OVERLAY ZONE AND ADOPTING PD OVERLAY ZONE
REGULATIONS**

WHEREAS, the City received an application from James Corbett (Property Owner) requesting the City consider a rezoning of that certain property located at the north end of Walnut Lane, north of the intersection with East Grant Avenue, known as (“the Walnut Lane 10 Subdivision”) by adding a PD Overlay Zone to the Walnut Lane 10 Subdivision that would implement certain PD Overlay Permit Regulations that would apply to such property (the “Zoning Amendment”); and

WHEREAS, the Winters Planning Commission held a duly noticed public hearing on May 26, 2020 to review and consider recommendation to the City Council of the proposed zoning amendment; and

WHEREAS, following said public hearing, the Planning Commission recommended on a 6 to 1 vote that the City Council approve the Zoning Amendment; and

WHEREAS, on July 7, 2020, the City Council conducted a duly noticed public hearing on the Zoning Amendment at which time all persons wishing to testify in connection with the Zoning Amendment were heard and the Zoning Amendment was comprehensively reviewed; and

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

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

1. Purpose. The purpose of this ordinance is to rezone the property known as the Walnut Lane Subdivision (APN 030-050-019) by adding a Planned Development (PD) Overlay Zone to the existing R-1 7,000 Single Family Residential Zoning.

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

a. The Zoning Amendment and the development of the Walnut Lane 10 Subdivision is consistent with the general plan and the purposes of Chapter 17.48 of the Winters Municipal Code.

b. The Zoning Amendment and the proposed development of the Walnut Lane 10 Subdivision as contemplated herein complies with the applicable provisions of the R-1 Single Family Residential Zoning districts, except for certain reductions to the lot widths and average lot size, which will allow for the development of smaller units that are more affordable by design and meet a need for housing that in the City of Winters that is more affordable to working families and first time homebuyers.

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

d. The requested development plan will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety or general welfare in that it will allow for development of 54 residential units on property designated and zoned for residential use consistent with the allowable density for the site, with only minor reductions in the setbacks for certain lots within the proposed development.

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

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

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

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

4. Adoption of PD Overlay Permit. A PD Overlay Permit is hereby approved which permits reduced lot widths and average lot size and requires increased rear yard setbacks for Lots 43-53 as set forth in Exhibit B, attached hereto and incorporated herein. All other zoning requirements within this PD Overlay Zone shall be as set forth in the underlying R-1 zoning for this site.

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

INTRODUCED at a regular meeting on the 7th day of July, 2020 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the 21 day of July, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Wade Cowan, Mayor

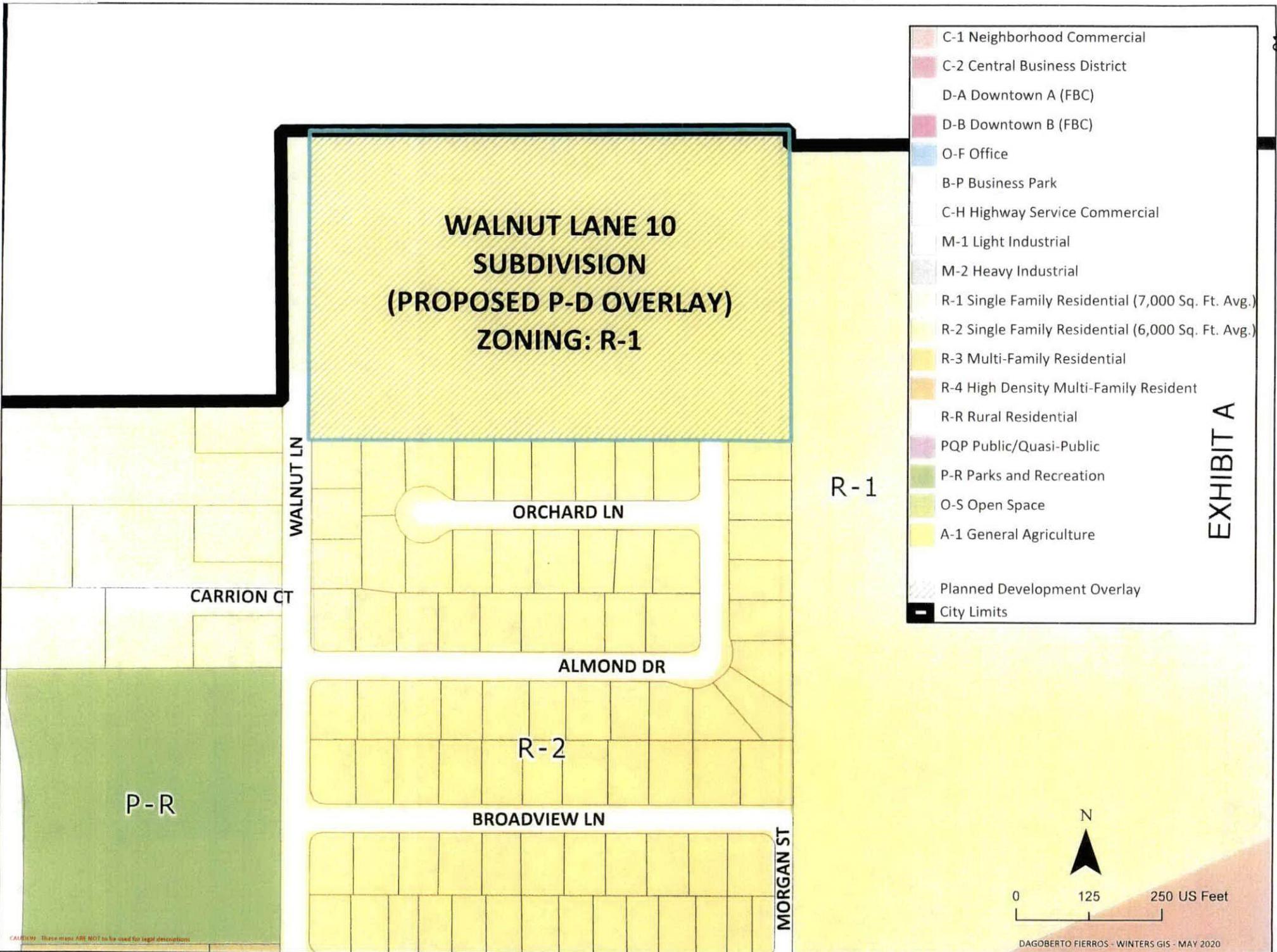
ATTEST:

Tracy S. Jensen, City Clerk

APPROVED AS TO FORM:

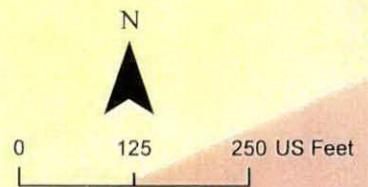
Ethan Walsh, City Attorney

WALNUT LANE 10 SUBDIVISION - ZONING



- C-1 Neighborhood Commercial
- C-2 Central Business District
- D-A Downtown A (FBC)
- D-B Downtown B (FBC)
- O-F Office
- B-P Business Park
- C-H Highway Service Commercial
- M-1 Light Industrial
- M-2 Heavy Industrial
- R-1 Single Family Residential (7,000 Sq. Ft. Avg.)
- R-2 Single Family Residential (6,000 Sq. Ft. Avg.)
- R-3 Multi-Family Residential
- R-4 High Density Multi-Family Resident
- R-R Rural Residential
- PQP Public/Quasi-Public
- P-R Parks and Recreation
- O-S Open Space
- A-1 General Agriculture
- Planned Development Overlay
- City Limits

EXHIBIT A



CAUTION: These maps ARE NOT to be used for legal descriptions

Exhibit "B"

PLANNED DEVELOPMENT (PD) PERMIT AS REVISED
Walnut Lane 10 Subdivision
July 7, 2020

TERM: Unlimited term pursuant to the requirements of Section 17.48.050 of the Winters Municipal Code (Title 17, Zoning) and subject to compliance with the conditions of approval.

Lot Widths

Corner Lots: 70 to 65 feet

Interior Lots: 60 to 58 feet

Average Lot Size

7,000 to 6,368 square feet

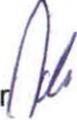
Lots 43-53

Single-story homes shall have a 30-foot rear yard setback

Two-story homes shall have a 35-foot rear yard setback



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 21, 2020
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Tracy Jensen, Records and Information Manager/City Clerk
SUBJECT: Designation of a Voting Delegate and Up to Two Alternate Voting Delegates for the League of California Cities Annual Conference & Expo

RECOMMENDATION: Council designate a voting delegate and up to two alternates to vote at the Annual Business Meeting at the League of California Cities Annual Conference to be held in Long Beach, California from October 7th - October 9th, 2020.

BACKGROUND: An Annual Business Meeting is held during the General Assembly as part of the League of California Cities Annual Conference each year to consider and take action on resolutions that establish League policy. This year the business meeting will take place on Friday, October 9th at the Long Beach Convention Center.

The League's bylaws require that the Council take action to designate the voting delegate and up to two voting delegate alternates. It is also required that the voting delegate and voting delegate alternates be registered to attend the conference.

FISCAL IMPACT:
None.

Council Action Advised by August 31, 2020

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the



CITY: _____

2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by **Wednesday, September 30, 2020**. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 21, 2020
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Shelly A. Gunby, Director of Financial Management *[Signature]*
SUBJECT: Resolution 2020-35 Confirming Delinquent Utility Bills

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2020-35 A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills.

BACKGROUND:

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

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution 2020-35

RESOLUTION 2020-35

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council, City of Winters, this 21st day of July, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Wade Cowan, Mayor

ATTEST:

Tracy Jensen, CITY CLERK

City of Winters
Utility Lien List
Resolution 2020-35

APN	AMOUNT DUE
003-460-131-000	\$ 490.92
003-272-101-000	\$ 328.94
003-273-071-000	\$ 937.65
003-442-121-000	\$ 1,202.99
003-175-051-000	\$ 117.54
003-480-491-000	\$ 558.75
003-243-081-000	\$ 533.31
003-410-061-000	\$ 546.60
003-160-581-000	\$ 994.53
003-242-111-000	\$ 178.84
003-281-081-000	\$ 3,117.28
003-393-061-000	\$ 557.45
003-424-221-000	\$ 545.15
003-463-071-000	\$ 568.12
038-180-311-000	\$ 1,546.56
003-160-411-000	\$ 1,322.85
003-423-201-000	\$ 615.97
003-444-011-000	\$ 1,723.23
003-172-071-000	\$ 535.79
003-492-201-000	\$ 326.89
003-143-161-000	\$ 216.91
003-492-541-000	\$ 1,603.71
030-371-091-000	\$ 99.56
003-472-091-000	\$ 1,228.71
003-492-211-000	\$ 525.82
003-514-031-000	\$ 572.72
003-380-251-000	\$ 2,910.15
003-531-010-000	\$ 345.17
003-450-041-000	\$ 644.17
003-471-191-000	\$ 308.74
003-462-011-000	\$ 349.87
003-510-111-000	\$ 227.90
003-523-111-000	\$ 551.80
003-491-071-000	\$ 593.68
030-371-071-000	\$ 2,466.05
003-272-151-000	\$ 358.05
003-203-081-000	\$ 1,506.83
003-421-091-000	\$ 341.49
003-182-811-000	\$ 3,378.20
003-445-031-000	\$ 1,866.37
003-441-201-000	\$ 163.20
003-192-031-000	\$ 1,947.63
003-393-051-000	\$ 1,486.52

City of Winters
Utility Lien List
Resolution 2020-35

APN	AMOUNT DUE
003-183-441-000	\$ 88.48
003-402-091-000	\$ 334.19
003-272-031-000	\$ 2,221.47
003-130-191-000	\$ 1,494.02
003-130-151-000	\$ 512.58
003-450-071-000	\$ 529.61
003-423-011-000	\$ 763.46
003-524-061-000	\$ 1,226.27
038-170-191-000	\$ 1,710.18
003-441-061-000	\$ 378.21
003-473-151-000	\$ 585.17
003-503-161-000	\$ 1,315.28
003-492-391-000	\$ 1,116.49
003-153-171-000	\$ 443.33
003-204-071-000	\$ 2,696.28
003-372-141-000	\$ 648.86
003-492-191-000	\$ 1,234.60
003-463-091-000	\$ 291.00
003-203-071-000	\$ 733.10
003-221-061-000	\$ 390.28
003-424-241-000	\$ 607.59
003-430-121-000	\$ 439.71
003-480-531-000	\$ 118.76
003-141-141-000	\$ 1,031.83
003-281-131-000	\$ 1,130.33
003-480-381-000	\$ 543.84
003-404-011-000	\$ 515.14
003-474-061-000	\$ 886.29
003-401-051-000	\$ 244.28
003-342-251-000	\$ 498.27
038-190-451-000	\$ 774.13
003-154-021-000	\$ 511.87
003-271-231-000	\$ 301.97
038-190-251-000	\$ 302.91
003-471-061-000	\$ 542.95
038-203-071-000	\$ 725.21
003-462-171-000	\$ 301.49
003-463-051-000	\$ 1,469.19
003-531-003-000	\$ 124.04
003-405-061-000	\$ 160.87
003-146-141-000	\$ 1,546.81
030-371-101-000	\$ 708.62
003-130-201-000	\$ 819.91

City of Winters
Utility Lien List
Resolution 2020-35

APN	AMOUNT DUE
003-403-241-000	\$ 253.02
003-471-201-000	\$ 93.54
003-360-151-000	\$ 2,071.79
003-523-081-000	\$ 217.59
003-491-171-000	\$ 294.88
003-155-021-000	\$ 550.97
003-512-031-000	\$ 865.27
003-402-161-000	\$ 780.85
003-403-161-000	\$ 718.55
003-271-221-000	\$ 485.73
003-410-421-000	\$ 745.41
003-423-131-000	\$ 738.98
038-190-511-000	\$ 296.86
003-142-031-000	\$ 354.75
003-492-351-000	\$ 1,198.08
003-143-121-000	\$ 415.13
003-523-191-000	\$ 233.90
003-160-131-000	\$ 255.98
003-153-101-000	\$ 250.86
003-441-141-000	\$ 715.96
003-230-091-000	\$ 234.31
003-193-091-000	\$ 294.22
003-450-011-000	\$ 455.08
003-516-111-000	\$ 224.30
003-441-161-000	\$ 855.21
003-466-031-000	\$ 314.17
003-473-081-000	\$ 1,000.00
003-442-211-000	\$ 194.38
003-404-091-000	\$ 1,514.11
003-360-191-000	\$ 233.11
003-524-071-000	\$ 685.07
003-182-901-000	\$ 674.75
038-201-071-000	\$ 326.66
003-514-081-000	\$ 1,481.25
038-190-491-000	\$ 561.45
003-282-021-000	\$ 17,947.54
003-282-201-000	\$ 9,012.92
003-393-121-000	\$ 1,212.85
003-154-101-000	\$ 1,492.96
003-393-021-000	\$ 769.37
003-524-181-000	\$ 604.77
003-512-051-000	\$ 679.91
003-143-171-000	\$ 325.90

City of Winters
Utility Lien List
Resolution 2020-35

APN	AMOUNT DUE
003-341-291-000	\$ 1,481.97
003-194-031-000	\$ 456.96
038-205-051-000	\$ 1,388.81
003-480-611-000	\$ 708.89
003-202-031-000	\$ 884.22
030-361-291-000	\$ 213.70
003-392-011-000	\$ 445.70
003-341-321-000	\$ 200.44
003-221-141-000	\$ 825.33
003-242-131-000	\$ 846.94
003-534-007-000	\$ 184.42
003-501-121-000	\$ 311.70



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 21, 2020
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Resolution 2020-36 Confirming Delinquent Solid Waste Bills

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2020-36. A Resolution of the City Council of the City of Winters Confirming Delinquent Solid Waste Bills and Request collection of Charges on the Tax Roll

BACKGROUND:

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

Several real property owners within the City of Winters have failed to pay for solid waste collection services and have accounts that are delinquent for a period of more than 90 days. The contract with Waste Management has a provision which allows for the placement of past due accounts on the Tax Rolls to be collected by the tax collector through the property tax system. This is very similar to what the City of Winters does with delinquent water and sewer bills.

FISCAL IMPACT:

None

ATTACHEMENTS:

Resolution 2020-36

RESOLUTION 2020-36

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council, City of Winters, this 21st day of July, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Wade Cowan, Mayor

ATTEST:

Tracy Jensen, CITY CLERK

City of Winters Resolution 2020-36 Attachment A

APN	LIEN BALANCE (90+DAYS)
003-141-015-000	\$54.88
003-341-032-000	\$100.00
003-182-077-000	\$56.32
003-191-009-000	\$72.68
030-371-005-000	\$79.92
003-182-084-000	\$64.63
038-203-008-000	\$68.35
003-341-029-000	\$80.32
003-146-001-000	\$85.32
003-480-056-000	\$85.32
030-372-020-000	\$85.32
038-203-012-000	\$85.32
003-445-006-000	\$86.17
003-441-016-000	\$78.34
038-201-007-000	\$189.84
003-473-015-000	\$97.87
003-281-008-000	\$94.30
003-271-023-000	\$95.00
003-503-026-000	\$98.47
003-473-008-000	\$105.67
003-492-031-000	\$135.34
003-275-004-000	\$163.32
003-480-061-000	\$136.68
003-404-001-000	\$246.16
003-501-012-000	\$173.07
038-205-013-000	\$225.42
003-402-021-000	\$239.15
003-182-081-000	\$248.51
003-141-014-000	\$305.90
003-130-019-000	\$306.54
003-182-078-000	\$239.00
003-182-079-000	\$239.00
003-474-028-000	\$292.39
003-221-006-000	\$425.76
003-404-009-000	\$531.34
003-441-009-000	\$493.88
003-182-090-000	\$523.11
003-503-016-000	\$538.05
038-180-031-000	\$529.79
003-460-013-000	\$663.70
003-514-008-000	\$571.16
003-480-049-000	\$582.08

APN	LIEN BALANCE (90+DAYS)
003-480-058-000	\$584.46
003-154-010-000	\$585.52
003-445-003-000	\$594.25
003-342-016-000	\$595.50
003-410-042-000	\$595.50
030-371-007-000	\$595.50
038-205-005-000	\$595.50
038-203-007-000	\$595.50
003-444-001-000	\$595.50
003-272-014-000	\$595.50
003-192-003-000	\$595.50
003-272-015-000	\$595.50
003-472-009-000	\$595.50
003-480-038-000	\$595.50
003-271-022-000	\$606.54
003-463-005-000	\$616.96
038-170-019-000	\$670.38
003-492-054-000	\$797.46
003-146-014-000	\$984.59
038-170-014-000	\$1,258.11
003-282-028-000	\$2,357.49
003-282-002-000	\$2,804.93

\$27,984.58



**CITY COUNCIL
STAFF REPORT**

DATE: July 21, 2020
TO: Mayor and City Council
FROM: Tracy Jensen, City Clerk/Records Manager
THROUGH: John W. Donlevy, Jr., City Manager
SUBJECT: Animal Services Agreement

RECOMMENDATION:

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

BACKGROUND:

Since the 1970's, the City of Winters along with the cities of Davis, Woodland and West Sacramento have contracted with the Yolo County Sheriff's Office for Animal Control Services. Under the agreement presented tonight, this will include the combination of the pickup of stray animals, the provision of rabies control, assistance to Yolo County Coroner, fire departments or other law enforcement agencies, and the response to vicious animals, free roaming or contained stray dogs.

DISCUSSION:

The City of Winters is provided animal control services through the Yolo County Sheriff's Office. Services are provided during a six (6) day work week, 8:00 a.m. to 5:00 p.m. Monday through Saturday. Services outside these hours will be provided only when authorized in advance by a representative of the City of Winters, except when required by Health and Safety or Penal Codes. The County may bill the City, in addition to the annual agreed compensation, an additional hourly fee for extraordinary incidents, which is defined as an incident that requires more than ten 10 county staff hours. The hourly rate for Extraordinary Incidents is \$47.00 per hour and these charges will be billed quarterly.

On December 17, 2019, the City Council approved a one-year agreement for Animal Control Services for Fiscal Year 2019/2020 that included shelter care and patrol services in the amount of \$60,908. The cost of the one-year agreement for the current Fiscal Year 2020/2021 will be \$50,710. Total program cost is based on the Fiscal Year 2020/2021 Animal Services Base Budget with a 5% reduction as requested by the Yolo County CAO on April 16, 2020.

Animal Control Services Annual Agreement

Agenda Report- July 21, 2020

Page 2

The City represents approximately 3.2% of the total operational costs for Animal Services.

Staff is recommending approval of the agreement.

FISCAL IMPACT: \$50,710 for 2020/2021 Fiscal Year (July 1, 2020 – June 30, 2021)

YOLO COUNTY AGREEMENT NO. _____

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

This Agreement (“Agreement”) is made and entered into this 1st day of July, 2020, by and between the County of Yolo, a political subdivision of the State of California (“County”) and the City of Winters, a municipality under the laws of the State of California (“City”).

RECITALS

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

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

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

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

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

I. SERVICES TO BE PROVIDED BY THE COUNTY

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

Services provided shall include:

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

4. Response to vicious animals.
 5. Response to free roaming or contained stray dogs.
 6. Services provided by the County shall be limited as follows:
 - a. Response to Animal Complaint Reports such as barking dogs, trespassing animals, crowing fowl or other nuisance complaints will be limited to receiving and forwarding complaints.
 - b. The County will not respond to calls regarding animals classified as wildlife unless there is a bat, skunk, or a rabies control issue.
- B. Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597(f).
- C. The County agrees to maintain its kennels and animal shelter in a sanitary condition at all times in accordance with the laws of the State of California.
- D. The County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. COMPENSATION TO BE PAID BY THE CITY

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

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2020-06/30/2021	\$ 50,710.00	\$ 12,677.50

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

C. Hourly Rates – The County may bill the City, in addition to the annual agreed compensation, an additional hourly fee for extraordinary incidents. An “Extraordinary Incident” is defined as an incident that requires more than ten (10) county staff hours. The hourly rate for Extraordinary Incidents is \$47.00 per hour. The County will bill these charges quarterly.

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

In further consideration of the rendition of the foregoing services by the County, the City agrees that the County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance. Should the revenue collected from licensing within the City’s jurisdiction exceed the anticipated fiscal year amount of \$17,024, the final quarterly payment owed to the County from the City shall be adjusted accordingly.

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

III. REPORTS

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

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

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

V. RECORDS RETENTION

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

VI. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2020 until June 30, 2021, unless sooner terminated as hereinafter provided.

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

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

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

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

VII. INDEMNIFICATION

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

VIII. APPLICABLE LAWS

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

IX. NOTICE

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

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

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

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

City: (530) 795-4935

County: (530) 668-5283

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

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

X. AMENDMENT

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

XI. WAIVER

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

XII. ENTIRE AGREEMENT

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

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

County of Yolo

City of Winters

By _____
Supervisor Gary Sandy, Chair
Yolo County Board of Supervisors

By _____
~~Bill Biasi~~, Mayor *Wade Cowan*
City of Winters

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

Attest:
Tracy Jensen, City Clerk
City of Winters

By _____
Deputy (Seal)

By _____
Deputy (Seal)

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

Approved as to Form:

By _____

By _____
Ethan Walsh, City Attorney



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: July 21, 2020
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Eric Lucero, Public Works Superintendent
SUBJECT: Purchase Spray Heads for North Spray Field

RECOMMENDATION: Council approval for the purchase of 10 spray heads for the north spray field at the Wastewater Treatment Facility

BACKGROUND: Since taking over the operations of the Wastewater Treatment Facility in 2014, staff has been diligently working towards bringing the operation of the spray fields from about 20% to 100%. For budgetary reasons, each year we have been replacing 5-10 spray heads but each year we lose one or two. With the addition of these 10 we will be just over 80% complete.

FISCAL IMPACT: Total amount not to exceed \$6,300 (In the approved 20-21 fiscal budget)

Alco-Geyer Irrigation, Inc.
 700 5TH Street * PO: Box 111
 Arbuckle, CA 95912
 530/476-2253 Fax: 476-2256

QUOTATION

Order #	0409014
Order Date	07/14/20

Customer:	03-1706 CITY OF WINTERS ATT: JIM KEATING 201 E STREET WINTERS, CA 95694	Ship To:	NELSON GUN QUOTE FOR 2020 JULY.
------------------	---	-----------------	------------------------------------

Cust P.O.#	Terms	Salesperson	Ship Via	Ship Date	PC
KEATING	NET 10TH	ANDY GEYER		07/28/20	

Line	Order	Ship	B/O	Item Number & Description	Whse Location	Price	Extended Price	
010	10	_____	_____	Non-Stock E100 NELSON GUNS, 21 DEGREE, EURO FLG		525.00	5250.00	
020	10	_____	_____	Non-Stock .70 TAPER NOZZLE		28.00	280.00	
030	10	_____	_____	Non-Stock GASKETS		1.25	12.50	
040								
050				ESTIMATED FREIGHT			340.00	
Total Materials:							5542.50	
Total Labor:							340.00	
Sales Tax:							401.83	
Total							0	
Grand Total:							6284.3	3



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: July 21, 2020
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Alan Mitchell, City Engineer
SUBJECT: Final Acceptance of Public Improvements for Winters Highlands (Stone's Throw) Phase 1 Subdivision

RECOMMENDATION: Staff recommends that the City Council:

1. Accept the public improvements as complete;
2. Direct the City Clerk to file a Notice of Completion; and
3. Authorize the Finance Department to release the Performance Bond and Labor and Materials Bond.

BACKGROUND: In April 2006, the City approved the Winters Highlands Development Agreement, and an Amended and Restated Development Agreement was recorded on April 20, 2015.

The Winters Highlands Phase 1 Subdivision project consists of approximately 74 lots on 20 acres. This was the first phase started by Homes by Towne (HBT), which extended Main Street to Moody Slough, and tied in Anderson and Niemann. On May 16, 2017, City Council approved a Public Improvement and Maintenance Agreement and a Subdivision Improvement and Maintenance Agreement with HBT, for construction of certain public infrastructure, including Sewer Pump Station, Storm Drain Pump Station and Pond Modifications, a Sewer Force Main, as well as roads, curb, gutter, and sidewalk, water, sewer, and storm drains, landscaping, and other public utilities. Completion of the Sewer Pump Station, Storm Drain Pump Station and Pond Modifications, and Sewer Force Main are pending.

The Phase 1 Final Map was approved by Council, on June 19, 2018.

DISCUSSION: Construction of Phase 1 improvements was started in August, 2018, and was constructed under the city's inspection oversight. The public improvements included

construction of roads, curb, gutter, and sidewalk, water, sewer, and storm drains, landscaping, and other public utilities. A 10-foot wide concrete path was extended along Main Street, to complete the Class I Ped/Bike Path from Grant to Moody Slough.

The improvements have been constructed in accordance with the approved improvement plans. Staff recommends the City Council accept the improvements, direct the City Clerk to file a Notice of Completion, and authorize the Finance Department to release the Bonds.

ALTERNATIVES: None recommended by staff.

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

Attachment: Notice of Completion

Recording Requested by

CITY OF WINTERS

When Recorded Mail To:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is the owner of the interest or estate in the hereinafter described real property, the nature of which estate or interest is fee simple.

The full name and address of the owner and of any and all co-owners is the City of Winters, 318 First Street, Winters, CA 95694.

The nature of the title of the undersigned is City Manager.

The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint Co-owner's Name(s) and Complete Address: None

The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to, include, but are not limited to the following individuals: None

A work of improvement on the property described below was completed and accepted on: June 30, 2020.

The name of the original contractor for the work of improvement was: HBT of Winters Highlands, LLC, 11060 White Rock Road, Suite 150, Rancho Cordova, CA 95670

The kind of work done or finished was the completion of public improvements within the public right of way including the construction of curb, gutter, sidewalk, and pavement, public utilities, and a pedestrian path along the east side that fronts the wetlands area.

The property on which the work of improvement was completed is within the City of Winters, County of Yolo, State of California, and is located along W. Main Street and Taylor Street, between Moody Sough Road and Vasey Street.

Dated this _____ day of _____, 2020.

(Owner's Signature) City Manager, City of Winters

John W. Donlevy, Jr.
(Owner's Typed or Printed Name)

VERIFICATION

I, the undersigned, say:

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

_____, Winters, CA
(Date) (Place)

(Signature) Tracy Jensen, City Clerk

This form is the notice of completion that a property owner may record to limit the time in which mechanics' liens may be recorded against a construction project (refer to Civil Code Section 3093.) For this purpose, an owner is the person who causes a building, improvement, or structure to be completed, modified, or fixed, whether the interest or estate is in fee, as a vendee under contract or purchase, as lessee, or other interest or estate less than fee. If the interest is held by two or more persons as joint tenants or tenants in common, any one or more of the co-tenants may be deemed to be the owner. (Civil Code Section 3092(g), 3093.) This form is for use with a private work of improvement only, and is not intended for public sector application.

If the owner records the notice within the applicable time period, the original contractor has sixty (60) days from the day the notice is recorded to record a claim of lien against the project (Civil Code Section 3115(b)); and all other persons who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (Civil Code Section 31.) Otherwise, all persons who furnished labor, services, equipment, or materials have ninety (90) days after completion of the work of improvement in which to record their liens (Civil Code Sections 3115, 3116.)

The owner must record the notice in the office of the County Recorder of the county where the site is located within ten (10) days after the work of improvement is completed (Civil Code Section 3093.) This applies equally to the project which is completed in phases. A notice of completion must be filed within ten (10) days after the completion of each phase of the project to shield the owner properly (Civil Code Section 3117.)



**CITY COUNCIL
STAFF REPORT**

DATE: July 21, 2020
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: City Engineering Services- Ponticello Enterprises, Inc.

RECOMMENDATION:

That the City Council approve a Consultant Services Agreement with Ponticello Enterprises, Inc., for City Engineering Services

BACKGROUND:

Ponticello Enterprises Inc., has provided City Engineering Services for the City of Winters since 1998 and is an integral part of the City organization in the implementation of City infrastructure, subdivision and planning projects. Their current agreement is due to expire in July, 2021.

In 2016, the City did a competitive review of the City Engineer consulting services and Ponticello was overwhelming selected to maintain the current contract.

Engineering services are divided into multiple areas which include those conducted by the City Engineer and other contracted consultants. Federal Projects are done through other engineers procured through a competitive bidding process. Ponticello currently manages "City" projects and maintains the record keeping for the City's infrastructure system.

The City will need to do a competitive process in 2021 for contract administration for State and Grant funded project management.

City Engineering Services Agreement

Agenda Report- July 21, 2020

Page 2

Discussion:

The City currently has multiple projects within the current list which will extend for the next five (5) years. Staff is recommending that the City Council extend the current agreement with Ponticello through the next five (5) years to maintain continuity in implementation and to successfully manage the critical projects.

Key projects are included in the letter provided by Ponticello and attached.

The cost and fee structure of the Ponticello agreement are comparable with other engineering contracts currently being used by the City.

FISCAL IMPACT: To be determined and outlined in the project by project budgets.



PONTICELLO ENTERPRISES
CONSULTING ENGINEERS,
INC.

July 6, 2020

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

Dear Mr. Donlevy *John*

Ponticello Enterprises has been providing city engineering services to the City of Winters for the past 21 years. Our relationship with the City has been one of mutual respect, open communication, and trustworthiness. The City has demonstrated a desire to retain quality professional staff and quality professional services through contract-hire, and a desire to ensure that quality facilities are provided.

Our 5-year contract term to provide city engineering services will expire on July 1, 2021. The executed Contract provides for an extension if mutually agreed by both parties. Therefore, I respectfully request a 5-year extension, to expire on July 1, 2026. I believe it's in the best interest of the City to maintain consistent engineering services through the transition to a new City Manager and a couple other staff positions, and given that several development and capital projects will continue past the expiration date. Our firm has demonstrated that we can provide city engineering services efficiently, cost-effectively, and with the standard of care the staff, city council, and public desire.

Ponticello Enterprises has assisted the City of Winters in accomplishing many things over the last 21 years. As we look forward, the City has capital and development projects that will continue to need hands-on management in order to be successfully executed. As your City Engineer, we can continue to provide the vital attention and oversight necessary to execute those projects in a manner consistent with the City's and our firm's professional standards.

A few of the key projects are as follows:

- Stone's Throw Phases 3, 4 and 5
- Well 8
- 3 Oaks Park
- WWTF Influent Screen
- I-505 Overcrossing Ped/Bike Improvements
- Walnut 10 Subdivision
- Creekside Estates Subdivision
- Blue Mountain Terrace Housing and Senior Center
- Farmstead Subdivision and Commercial Development
- Grant Avenue Complete Streets Improvements
- Infrastructure Assessment and Upgrades
- Continued support to the Planning Department and Public Works Department

Thank you for allowing Ponticello Enterprises to serve your community. We look forward to working with new staff to continue a successful execution of the vision you have had for the City. We wish you great success in your new endeavor.

Sincerely,

Alan Mitchell, P.E.
President

446 Third Street, Woodland, CA 95695 (530) 668-5883



CONSULTANT Services Agreement

(City Engineering Services)

THIS AGREEMENT is made at Winters California, as of July __, 2020 by and between the City of Winters (City) AND Ponticello Enterprises Consulting Engineers, Inc. (Consultant), who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the city Engineering Services described in Exhibit A. Consultant shall provide said services at the time, place and in the manner specified in Exhibits A and B.
2. TERM The term of this agreement shall expire on the fifth (5th) anniversary of the date of this agreement as set forth above, unless extended in writing by mutual agreement of the parties hereto. This Agreement may be cancelled upon 30 days written notification by either party for its convenience, in accordance with the terms of Exhibit "D".
3. PAYMENT. CONSULANT shall be paid for the actual costs, for all time and materials expended in accordance with the Schedule of Fees, included in Exhibit C. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit A.
4. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to the Agreement, except as identified in Exhibit B.
5. GENERAL PROVISIONS. The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms and conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
6. EXIBITS. All exhibits referred to therein are attached hereto and are in by this reference incorporated herein.

Executed as of the first above-stated.

City of Winters

PONTICELLO ENTERPRISES CONSULTIING ENGINEERS, Inc

By: _____

By _____

John W. Donlevy, Jr.

Alan Mitchell, President

ATTEST:

By: _____

Tracy Jensen, City Clerk

EXHIBIT A

CITY ENGINEERING SCOPE OF SERVICES

DESCRIPTION OF SERVICE

Pursuant to this Agreement, Ponticello Enterprises Consulting Engineers, Inc. ("PE") shall provide on-call city engineering services. The consultant shall assign one individual as the City Engineer and primary contact, although additional consultant resources may be utilized to manage the services requested throughout the life of the contract. Direction for such services will come from the City Manager.

SCOPE OF SERVICES AND APPROACH

Assignment of a City Engineer/Engineer of Record

PE shall provide a licensed civil engineer to act as the City Engineer in responsible charge of providing engineering oversight of development, infrastructure, funding, and project implementation. Alan Mitchell will be designated as the City Engineer, and Engineer of Record, and will approve all engineering plans, maps and reports, supervise and be responsible for managing federal-aid projects in accordance with Caltrans Local Programs, and advise the City on ordinances, regulations, and financing options pertaining to engineering matters. PE will assist the City in developing working relationships with outside agencies and private utilities affecting the City, while reporting to the City Manager. PE will present information and recommendations to the City Council, as necessary, and respond to citizen complaints relating to engineering matters.

Engineering, Review and Professional Services for Planning Issues

PE will assist the City Manager and Planning Consultant in reviewing engineering aspects of planning applications, including reviewing tentative, parcel and/or final maps, infrastructure reports and master plans, all in accordance with the Subdivision Map Act of California, the General Plan, and local Master Plans and Ordinances. PE will assist in establishing and enforcing conditions of approval, subdivision agreements, and development agreements for Council approval.

Develop a Capital Improvement Program

PE will assist the City in establishing a multi-year Capital Improvement Program and annual budget. PE will assist in development of street, sewer, and storm water project scopes, cost estimates, funding, and staging. In addition, master plans, engineering reports, and discussions with other agencies, including Yolo County and the Winters Unified School District, will be used to determine what additional projects are necessary to meet the needs of the community. PE will compile the project lists into a multi-year CIP for review, and Council approval.

Research, Recommend and Manage Funding Programs

PE will assist the City, in conjunction with Yolo County Transportation Authority and Caltrans, in researching, recommending and managing internal and external funding for transportation project implementation. PE will review and assist in updating the City's Development Impact Fee Program (AB1600) and Major Projects Financing Plan to ensure development fees are adequately collected, tracked and expended.

Prepare and Submit Annual Capital Improvement and Maintenance Projects

PE will coordinate with other Departments, and outside agencies, to refine the annual list of projects, to make sure the project is needed in that year and the budget is available. The City Engineer and will submit the annual capital improvement and maintenance budget to the City Manager for Council approval. Once the annual project list is approved, the City Engineer will work with the City to identify resources to execute each project.

Prepare CEQA/NEPA Documents

PE will assist the City's Community Services Director or Planning Consultant when environmental assessment/documentation services are necessary for projects. PE will assist to determine the type of environmental document required, and identify the resource for completing the work.

Prepare Plans, Specifications, and Estimates

Upon request by the City, provide engineering design services for those projects for which Ponticello Enterprises has the qualifying engineer experience and staff resources. Ponticello Enterprises reserves the first right of refusal to perform such design services. First right of refusal is subject to the City determining that Ponticello Enterprises has the appropriate qualifications. A comprehensive scope, schedule and cost breakdown will be developed for each project, for City Council approval. PE will interact on a regular basis with project stakeholders, city staff, and other consultants, to ensure project objectives are met. Budgets will be tracked, and the need for adjustments will be brought to the City before work proceeds.

Manage Capital Projects

PE will assist the City in managing new projects developed as part of the annual capital improvement and maintenance program. PE will establish the implementation schedule, and determine what resources are necessary to provide environmental, architectural/engineering, or construction management services, and if outside assistance is necessary, assist the City in a qualifications based selection (QBS) process. The designated PE Project Manager will administer projects from "cradle to grave". PE will coordinate with other Departments during development and execution of their specific projects, to ensure their needs are met. PE will provide peer review and plan checking as necessary. PE will handle budgets, and prepare requests for additional funds if justified. PE will take a summary of the project, including final expenditures, to the City Council for final acceptance and recordation of the notice of completion.

Provide Development Oversight

PE will review and approve all improvement plans for development of residential, commercial or industrial projects. PE will assist the City in obtaining compliance with engineering standards and conditions of approval. PE will work with City staff, as needed, to update the subdivision ordinance and fee schedule as necessary, and assist in development, review, and updating of master planning documents. PE will assist the City in establishing and collecting plan check and inspection fees, and construction security bonds.

Recommend Regulations and Ordinances Pertaining to Engineering Matters

PE will work with City staff to identify what will be needed for establishing or updating the City's engineering and development regulations, fees and ordinances.

Review and Revise Standard Plans

Upon request by the City, PE will update the City's Design and Construction Standards. PE will utilize other agency standards plus city staff discussions to determine essential revisions to the standard plans.

Resident Engineer and Inspection Services

Upon request by the City, PE will provide resident engineering and/or inspection services for those projects for which Ponticello Enterprises has the qualifying engineer experience and staff resources. These services are subject to mutual agreement between the City and Ponticello Enterprises and the availability of PE staff resources. The City reserves the right to contract separately for these services.

General Operations and Maintenance Support

Upon request by the City, and as approved by the City Manager, PE will assist operations staff with condition assessment, problem-solving, and remediation of existing City infrastructure.

EXHIBIT B

FACILITIES AND EQUIPMENT

CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement, except as identified below.

City shall furnish conference space as may be reasonably necessary for Consultant's use while performing services on the City's premises. The location, quantity and time of furnishing of said physical facilities shall be in the sole discretion of the City.

EXHIBIT C-REV3

2020 HOURLY RATE SCHEDULE

<u>ENGINEERING</u>	<u>RATE</u>
Principal Professional Engineer	\$190.00
City/County Engineer	\$180.00
Senior Project Manager	\$170.00
Senior Civil Engineer/Project Manager	\$160.00
Associate Civil Engineer/Project Engineer	\$130.00
Assistant Project Manager	\$120.00
Assistant Engineer	\$110.00
Senior Construction Inspector	\$125.00
Construction Inspector	\$95.00
Senior Engineering Technician	\$120.00
Junior Engineer/Engineering Technician	\$100.00
Engineering Intern	\$50.00
<u>ADMINISTRATION</u>	
Office Technician	\$65.00
Word Processor	\$60.00

REIMBURSABLE EXPENSES

- Vehicle Mileage is invoiced at \$0.58/mile
- Expenses and sub-consultants are invoiced at cost plus 10%
- A two- (2) hour minimum charge will be made for all field services. An eight- (8) hour minimum charge will be made for field services in excess of six (6) hours per day. A one- (1) hour minimum charge per day will be made for any office services.
- Vehicle mileage is charged for travel from the CONSULTANT's office.

The listed rates are for straight time. On certain classifications, overtime will be charged at 1.25 times the standard hourly rates. Sundays and holidays will be charged at 1.6 times the standard hourly rates.

Hourly rates may be adjusted to compensate for labor cost increases, employee benefits, and other increases due to inflationary trends upon thirty (30) days written notice to the City. Ponticello Enterprises reserves the right on all contracts which incorporate this fee schedule to adjust the hourly rates on January 1st of each year as noted above, without changing any contract expenditure limits or not-to-exceed values.

EXHIBIT D

GENERAL PROVISIONS

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

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

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the CITY'S City Clerk prior to the effective date of such cancellation, or change in coverage.

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

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

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

removal of such person or persons.

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

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

(10) PRODUCTS OF CONSULTING. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right there-in whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and commission as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information.

This agreement creates a non-exclusive and perpetual license for Consultant to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant pursuant to this Agreement. Consultant shall not be limited in any way in its use of such documents and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Consultant's sole risk and that Consultant shall indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any claims arising out of Consultant's use of such documents and data for any project or purpose not covered by this Agreement.

Any use or reuse by City of such documents on any project other than the projects covered under this Agreement without employing the services of Consultant shall be at City's own risk. If City uses or reuses the project management documents on any project other than projects covered under this Agreement, it shall remove the Consultant's name, title, or seal from the documents and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the use or reuse of the project management documents on such other project.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement.

City shall protect, indemnify, hold harmless and defend the CONSULTANT, its officers, directors, employees and subcontractors from any and all claims, fines, costs, demands, expenses (including but not limited to attorney fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suite judgments for damages of any nature whatsoever (hereinafter collectively referred to as "Claims") to the extent arising out of the breach of this Agreement in whole or in part by willful or fraudulent misconduct or negligent acts, by CITY, its employees, agents or consultants, or the agent, employee or consultant of anyone of them in the performance of their duties in the operations under this Agreement.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, provided that such duty to defend only applies to the extent that such claims, suits or actions are based on the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT. In such case where claims are alleged on the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design of both CONSULTANT, its agents, officers or employees and CITY, its agents, officers or employees, each party shall be responsible for its own defense.

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

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

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

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

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

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

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

(15) DISPUTE RESOLUTION All disputes between CITY and CONSULTANT shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation proceeds within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may commence unless the mediation does not occur within ninety (90) days after service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice.

In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Yolo or in the United States District Court for the Eastern District of California.

(END)



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 21, 2020
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Brad L. Lopez, Fire Chief
SUBJECT: Facility Use Agreement: Solano Community College Fire Academy

RECOMMENDATION:

Chief Lopez is requesting authorization to a Facility Use Agreement with the Solano Community College District (SCCD) in hosting the Fire Academy in partnership with Winters Fire Department for a three-year period and one renewable extension for an additional three-year period. If approved, the next Fire Academy would begin January 2021 at the Winters Fire Department.

BACKGROUND:

The Solano Community College Fire Academy is a course providing approximately 720 hours of lecture combined with hands on training. This is a California State Fire Marshal accredited course following the Firefighter I Curriculum. Students will receive certification of State Fire Marshal courses in the following:

- Auto Extrication
- Confined Space Rescue Awareness
- Fire Control 3A- Structural Firefighting
- Firefighter Survival
- Low Angel Rope Rescue Operations
- Incident Command System 200
- S-130: Wildland Firefighter Training
- S-190: Introduction to Wildland Fire Behavior
- Hazardous Materials First Responder, Operations & Decontamination

Over the past decade the Fire Academy was hosted by the Dixon Fire Department. Dixon Fire Department recently decided this would be their last year in hosting the fire academy due to

administrative and operational changes in their department.

The opportunity to bring the Solano College Fire Academy to the Winters Fire Department is a great opportunity providing college education and vocational training in the fire service throughout the region. This will provide opportunities within our community and youth as well as the fire departments volunteer program. Both Chief Lopez and SCCD Fire Technology Director, Brian Preciado see this as a mutually beneficial opportunity and collaboration.

The fire academy is held once each year from January and ending in May. Each fire academy would host up to 35 students. Fire academy classes are held Monday-Friday for up to 8 hours each day depending on the subject matter. Often portions of the fire academy are hosted at other fire agencies periodically for specific hands-on training.

FISCAL IMPACT:

There is no direct fiscal impact to the City or Fire Department entering into this agreement. The SCCD Facility Use Agreement would pay to the City of Winters for the use of fire department facilities, including EOC/Training Room, fire department equipment and apparatus. Per the agreement, SCCD would pay the City of Winters, \$2.00 per student per hour. This agreement would provide a revenue source of approximately \$25000 to the city.

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT ("Agreement") is entered into as of this XX day of XXXX ("Effective Date") by and between the Solano Community College District, a California community college district ("District"), and the City of Winters, California, a municipal corporation ("City"). District and City may each be referred to individually as a "Party" or collectively as "Parties" in this Agreement. There are no other parties to this agreement.

RECITALS

A. The District has established and conducts vocational, academic and training programs for fire technology students seeking an associate degree or certificate as well as for apprentice and journey persons within the firefighting profession.

B. The City is a municipal corporation which maintains a full-time fire department that meets the requirements of State and local safety regulations, and its equipment and facilities are adequate, safe and suitable for Firefighter I Academy training.

C. The District and City wish to enter into this Agreement to provide the terms and conditions under which the City shall provide to the District instructional services, facilities, and equipment for the District's courses and training program for firefighters.

NOW THEREFORE, in consideration of the mutual covenants entered between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 9 of this Agreement, Sections 1 through 9 shall prevail.

Section 2. Term. The term of this Agreement shall commence on the date first written above and continue for three (3) years, with one (1) renewable extension for an additional three (3) year period (the "Term"). If either Party intends to terminate this Agreement, notice shall be provided within ninety (90) days of the expiration date of the original Term. Without notice, this Agreement will renew for the additional three (3) year period.

Section 3. Instructional Services.

3.1 Provision of Instructional Services. The District shall be solely responsible for and have complete control of, the instructional and manipulative program for purpose of training eligible fire technology students, apprentice and journey level fire professionals.

3.2 Course offerings, The District typically offers a fall program and a spring program, as well as day and night programs that generally follow the lesson plan provided in Exhibit A incorporated herein by this reference. All dates and times shall be mutually agreed upon in writing by the Parties at

least ninety (90) days in advance of the beginning of the class. The District agrees to use the Winters facility exclusively each semester during the term of this Agreement. However, the District may elect to hold portions of an academy class off site for the purpose of field trips or at its own facilities.

3.3 The District will provide safety equipment and instruction. The District shall provide to each Firefighter I Academy student all required personal protective equipment and at least one instructor that will be responsible for the safety and supervision of all Firefighter I Academy students while using the City facilities and equipment.

3.3.1 The City's equipment to be used by the Firefighter I Academy students, depending on availability and operational needs of the City, may include:

- Forcible Entry Tools
- Aerial and Ground Ladders
- Power and Hand Saws
- Hydraulically Powered Vehicle Extrication Tools
- Portable Lighting Equipment
- Fire Hose, Nozzles, Fittings and Appurtenant Devices
- Pike Poles
- Fire Pumps
- Fire Engines
- Salvage Covers and Appurtenant Devices
- Fire Hydrants
- Ventilation and Confined Space Props and Appurtenances
- Ventilation Blowers and Smoke Ejectors
- Rescue Ropes and Appurtenances
- Portable Fire Extinguishers
- Drafting Pit
- Self-Contained Breathing Apparatus (SCBA) and Appurtenances

3.4 Instruction. "Instructors of Record" are the "Lead Instructor" or "Assistant Instructor" assigned by the District to instruct each specific Firefighter I Academy class. All Firefighter I Academy Lead Instructors and Assistant Instructors provided by the District will be employees of the District at all times. Lead and Assistant Instructors will be responsible for administering all safety requirements, providing supervision of the students, and administering all District rules and procedures pertaining to students while upon City property.

3A.1 At the discretion of the City, City fire department employees may volunteer to assist with the instruction of Firefighter I Academy students while under the direction of the Lead Instructor of the District. Prior to the use of City fire department employees, approval must be granted by a Chief Officer of the Winters Fire Department and said employees may not be used in lieu of regular instructors; Lead Instructors must be in attendance at all times.

3.4.2 City employees who are also adjunct faculty members of the District used to instruct Firefighter I Academy students will be acting as employees of the District and as such will be indemnified and compensated solely by the District. At no time will any employee be compensated by both Parties simultaneously.

3.5 District will provide insurance. The District will be responsible for providing proof of insurance coverage to the City for the Firefighter I Academy students, Lead Instructors, Assistant Instructors, and any volunteers while using Winters Fire Department equipment, facilities or appurtenances in accordance with Exhibit B incorporated herein by this reference.

3.6 District will indemnify the City. The District agrees to defend, indemnify and hold the City harmless from any claim, liability, loss, or expense (including reasonable attorney's fees and other costs of litigation) with respect to claims for any damages, bodily injury, death, or property damage including consequential damages arising out of the negligence, omission, or willful misconduct by the District, its agents, employees, or subcontractors. The District's obligations shall not apply to any injury, death or property damage caused by negligence or willful misconduct of the City or any of its officers, employees, agents, or subcontractors.

3.7 The City will indemnify the District. The City agrees to defend indemnify and hold the District harmless from any claim, liability, loss, or expense (including reasonable attorney's fees and other costs of litigation) with respect to claims for any damages, bodily injury, death, or property damage including consequential damages arising out of the negligence, omission, or willful misconduct by the City, its agents, employees, or subcontractors, except for City employees acting as set forth in Section 3.4.2 of this Agreement. The City's obligations shall not apply to any injury, death, or property damage caused by the negligence or willful misconduct of the District or any of its officers, employees, agents, or subcontractors.

3.8 The District will follow guidance. The District shall comply with Title V of the California Code of Regulations, and the "California Community College's Chancellor's Office Contract Guide for Institutional Service Agreements between College Districts and Public Agencies."

Section 4. Compensation.

4.1 Facilities provided and payment. The City shall arrange for and provide to the District a classroom and seating for a maximum of thirty-five (35) students, overhead projector, computer, VCR and screen, existing bathrooms currently available for each gender, parking and specified firefighting equipment and training skills props as described in section 3.3.1 above. This will be provided at the fire station located at 700 Main Street in Winters, California for the purpose of enabling Firefighter I Academy students and instructors to conduct the courses described in this Agreement during the days and times listed in section 3.2.

4.2 The District shall pay the City Two Dollars (\$2.00) per student per hour for each hour of instruction held at the City of Winters Fire Station. Firefighter I Academy attendance will be documented by a daily attendance roster, taken at the beginning of each academy class by the Instructor of Record and verified by the Fire Chief or designated City employee. The design of this roster, and the daily entries, shall be mutually agreed upon by both the District and the City with daily entries being verified by signatures of designated City and District employee or agents. Said payment will be made to the City by the District within thirty (30) days of being invoiced by the City upon the completion of each Firefighter I Academy class held at the City.

4.2.1 Not included in the payment set forth in Section 4.1 are the costs of expendable equipment owned by the City and used to instruct Firefighter I Academy students. Within one (1) month of written substantiation by the City of replacement, damage or unusual wear, the District agrees to pay the City, or replace in kind to the City, the following items:

- Plywood Replacement on the Ventilation Prop
- Photocopy Paper
- Replacement blades or chains on portable power tools
- Unusual Wear or Breakage of Hand Tools
- Disposable Ear Protection Devices
- Breakage or Unusual Wear of Equipment
- Vandalism to City Property Committed by Firefighter I Academy Students

4.3 Invoicing. All invoices submitted to the District shall be accompanied by records showing each individual student's daily attendance at classes of instruction. Said records must include the signatures of the District's Instructor(s) of Record. The City will submit the records on forms and schedules, and in accordance with procedures, established by the District. The attendance records maintained by the District will be available at all times for review by City officials.

4.4 Termination if no funding. If, prior to the commencement of a given semester, the funds for compensation under sections 4.1 and 4.1.1 of this Agreement are not granted by the legislative body of the District, the City may terminate this Agreement upon sixty (60) days written notice.

Section 5. Default and Termination.

5.0 Breach. Any material breach of the terms of this Agreement shall constitute default of this Agreement. In the event of such a default, the non-defaulting Party shall provide written notice to the defaulting Party specifying the nature of such default. The defaulting Party shall have thirty (30) days to cure such default. If such default is not cured within such period, the non-defaulting Party may terminate the Agreement without further liability. Any unpaid balances owed by the District will be due immediately upon termination.

Section 6. Insurance.

6.0 Insurance. Within thirty (30) days of the Effective Date of this Agreement, District shall provide proof on insurance in accordance with Exhibit B of this Agreement.

Section 7. Representation and Warranties.

7.1 City representations. The City represents and warrants as follows:

7.1.1 The City is a municipal corporation of the State of California.

7.1.I The City has the authority to enter into and perform the terms and provisions of this Agreement

7.2 District representations. The District represents and warrants as follows:

7.2.1 The District is a California community college district duly organized and existing in the State of California.

7.2.2 The District has the authority to enter into and perform the terms and provisions of this Agreement.

Section 8. Statutory Compliance.

8.1 Conformity. The Parties hereby acknowledge that it is their intention that this Agreement conform to provisions regarding contracts for institutional service agreements between college districts and public agencies, as set forth in Title V of the California Code of Regulations sections 51006, 53410, 55002, 55003, 55005, 55300, 58050, 58051, 58051.5, 58055, 58056, 58058(b), 58102-58106, 58108 and California Education Code sections 78015, 84752. In the event of any inconsistencies, the provisions of this Agreement are deemed reformed to comply with the Education Code and Title V.

8.2 City activity shall comply. The City hereby acknowledges that its activities pursuant to this Agreement shall be in compliance with the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, U.S. Presidential Executive Order 11246 and subsequent amendments and a) other applicable local, state and federal statutes or regulations including but not limited to those related to health and safety.

Section 9. General.

9.1 Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

9.2 Notices. Any notice or communication required hereunder between City or District must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail or Federal Express, UPS or other similar couriers providing overnight delivery), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received at 9:00 a.m. on the next normal business day; if given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by an overnight courier, or (c) five (5) days after a registered or certified letter confining such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to the District:

Solano Community College District

Attn: Celia Esposito-Noy, Ed.D, Superintendent/President
4000 Suisun Valley Road Fairfield, CA 94534-3197
Phone: (707) 864-7000, extension 7112
FAX: (707) 864-7213

If to the City:

City of Winters

Attn: John W. Donlevy, Jr.
318 First Street
Winters, CA 95694
Phone: (530) 795-6710
FAX: (530) 795-4935

With a Copy to:

Winters Fire Department

Attn: Fire Chief, Brad L. Lopez
700 Main Street
Winters, CA 95694
Phone: (530) 795-6762
FAX: (530) 795-5432

9.3 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their representative heirs, successors and assigns.

9.4 Time is of the Essence. Time is of the essence in this Agreement.

9.5 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force.

9.6 Modification. This Agreement may be modified or amended only by a writing duly authorized and executed by City and District.

9.7 Entire Agreement. This Agreement, including Exhibits "A" and "B", constitutes the sole and only agreement between the District and the City concerning the subject matter described herein. Any prior or other agreements or representations between the District and the City regarding those matters are null and void unless expressly set forth in this Agreement.

9.8 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

9.9 Compliance with Applicable Law. In providing the services required by this Agreement, City and District shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations.

9.10 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create any such rights.

9.11 Counterparts. This Agreement may be executed in counterparts and all counterparts so executed shall constitute an agreement binding on all Parties thereto. It shall not be necessary for each Party to execute the same counterpart hereof.

9.12 No Party Deemed to be Draftsman. The Parties agree that this Agreement has been arrived at through negotiation and that neither Party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

9.13 Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

9.14 Waiver. The waiver by any Party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

9.15 Venue. Any action arising out of this Agreement shall be brought in a court of competent jurisdiction in the County of Solano, California, regardless of where else venue may lie.

9.16 Attorney Fees. In any action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as the day and year first above written.

SOLANO COMMUNITY COLLEGE DISTRICT:

SCC Superintendent

Signature: _____

Date: _____

CITY OF WINTERS

City of Winters, City Manager

Signature: _____

Date: _____

City of Winters, City Attorney
Approved As To Form:

Signature: _____

Date: _____

City of Winters, City Clerk
Attest:

Signature: _____

Date: _____

City of Winters, Fire Chief

Signature: _____

Date: _____

"EXHIBIT A"

The California State Fire Training Lesson Plan Outlines for Firefighter I Academies will be utilized for both the INTENSIVE and EXTENDED academies. Said curriculum consists of the following 17 major operations:

1. Orientation
2. Basic Rescue Operations
3. Basic Fire Prevention
4. Fire Investigation
5. Use of Fire Equipment
6. Use of Rescue Equipment
7. General Fire Ground Utilization
8. Information Systems
9. Use of Hand Tools
10. Use of Power Tools
11. Public Education and Awareness
12. Advanced Fire Ground Utilization
13. Live Fire Exercises
- J 4. Basic Wild Land Hand Line Cutting Using Hand Tools and Chain Saws
15. Hazardous Materials Operational and Decontamination
16. Confined Space Awareness
17. Physical Fitness Exercises and Cardiovascular Work outs

"EXHIBIT B"

Insurance Requirements

District shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the District, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (COL):** Insurance Services Office Fonn CG 00 01 covering CGL on an "occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Fonn Number CA 00 01 covering any auto (Code 1), or if District has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, - with- Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the District maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the District including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the District's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the District's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the District's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

District hereby grants to City a waiver of any right to subrogation which any insurer of said District may acquire against the by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the District to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability / Insurers

Insurance is to be placed with insurers with a current A.M. Best¹ s rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

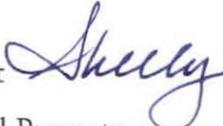
District shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the District's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 21, 2020
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Resolution 2020-41 Authorizing the Sale of Personal Property

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2020-41. A Resolution of the City Council of the City of Winters Authorizing the Sale of Personal Property.

BACKGROUND:

Government Code Sections 37350 and 37351 authorize General Law Cities to control and dispose of personal property "for the common benefit".

The City of Winters is currently the owner of a 2004 Ford F150 SuperCrew Cab Pickup identified by Vin#1FTRW12W44KAI0618 (personal property), that has been the City assigned vehicle for John W. Donlevy, Jr., as a part of his employment with the City of Winters. The truck currently has 117,265 miles on the odometer.

Departing City Manager John W. Donlevy, Jr., has expressed an interest in purchasing the above referenced personal property upon his departure from the City of Winters. Staff has investigated the condition of the vehicle, and explored various options for the disposition of the personal property. It is the opinion of various staff, that the vehicle would most likely be considered surplus and sent out for auction should City Manager Donlevy not purchase the vehicle. Kelly Blue Book trade in value for the vehicle is \$2,761.00.

Government Code Section 37351 provides that the legislative council may convey or dispose of personal property, and the courts have further found that the legislative body of the city is vested with the free and unrestricted discretionary power to determine what personal property shall be disposed of, and when and how that disposition shall be made.

FISCAL IMPACT:

Insignificant.

ATTACHEMENTS:

Resolution 2020-41

Kelly Blue Book Pricing Report 2004 Ford F150 SuperCrew Cab

RESOLUTION 2020-41

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUTHORIZING THE
SDALE OF PERSONAL PROPERTY**

WHEREAS, Government Code Section 37350-37351 authorize general law cities to control and dispose of personal property “for the common benefit”; and

WHEREAS, the Courts have found that the “legislative body of the city is invested with the free unrestricted discretionary power to determine what personal property shall be disposed of, and when and how that disposition shall occur; and

WHEREAS, the personal property identified by VIN#1FTRW12W44KA10618, described as a 2004 Ford F150 SuperCrew Cab with 117,265 miles on the odometer; and

WHEREAS, there is an individual that is interested in purchasing the personal property described above,

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

1. The City Council finds that it is for the common benefit of the City of Winters to sell the personal property identified by VIN#1FTRW12W44KA10618, described as a 2004 Ford F150 SuperCrew Cab with 117,265 miles on the odometer instead of declaring the personal property as surplus and sending the personal property to auction for disposal.
2. The City Council sets as the sale price of the vehicle, the Kelly Blue Book stated Trade in Value of \$2,761.
3. The City Council authorizes the sale of the personal property identified by VIN#1FTRW12W44KA10618, described as a 2004 Ford F150 SuperCrew Cab with 117,265 miles on the odometer to John W. Donlevy, Jr. for the amount of the Kelly Blue Book stated Trade in Value of \$2,761.

PASSED AND ADOPTED by the City Council, City of Winters, this 21st day of July 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Wade Cowan, Mayor

ATTEST:

Tracy Jensen, CITY CLERK

Vin # 1FTRW12W44KA10618



Advertisement

2004 Ford F150 SuperCrew Cab Pricing Report



Style: XLT Pickup 4D 5 1/2 ft
Mileage: 117,265

Trade In To a Dealer

Trade-in Range
\$1,979 - \$3,542

Trade-in Value
\$2,761



Vehicle Highlights

Fuel Economy: N/A	Max Seating: 6
Doors: 4	Engine: V8, 4.6 Liter
Drivetrain: 2WD	Transmission: Automatic
EPA Class: Standard Pickup Trucks	Body Style: Styleside Pickup
Country of Origin: United States	Country of Assembly: United States

Trade-in Values valid for your area through 06/21/2020
Good Condition

Your Configured Options

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

✓ Options that you added while configuring this car.

Engine

V8, 4.6 Liter

Transmission

Automatic

Drivetrain

✓ 2WD

Braking and Traction

ABS (4-Wheel)

Comfort and Convenience

Air Conditioning

Power Windows

Power Door Locks

Cruise Control

Steering

Power Steering

Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo

Cassette

CD/MP3 (Single Disc)

Safety and Security

Dual Air Bags

Wheels and Tires

Alloy Wheels

Exterior Color

✓ White

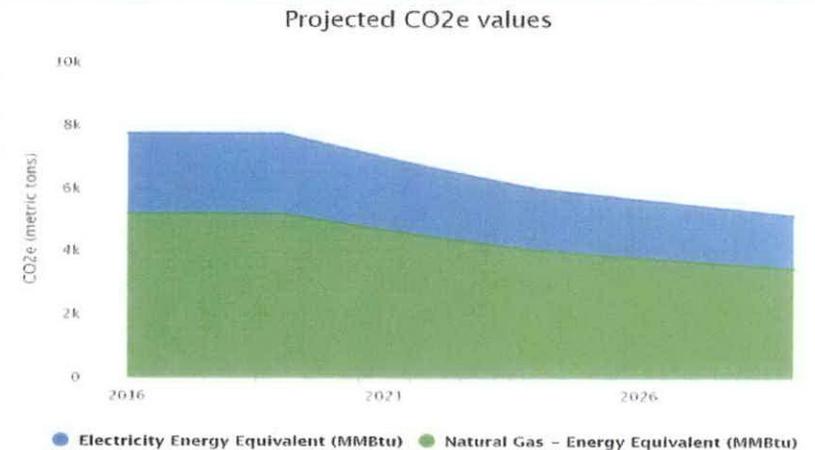
Glossary of Terms

Tip:

It's crucial to know your car's true

Project Overview

Fellow was tasked with updating the City of Winters Climate Action Plan (CAP) and forming a community action group to advise planning and final development of the document. Under state legislation SB 32, SB 379, and SB 1035 cities and counties are required to reduce their GHG (greenhouse gas) emissions and must also address current climate impacts related to safety in local planning related documents. The City's CAP identifies feasible GHG reduction measures as well as adaptation strategies for local climate impacts like wildfire, air quality, and excessive heat.



CAP Development Board Engagement

- **12+** meetings held to engage residents, board members, and liaisons, introduce local climate impacts, and encourage public discussion
- **50+** revisions, comments, or suggestions brought forward from board members
- **11** implementation tasks prioritized for a long-standing City commission to achieve during lifetime of the CAP

CAP Updates and GHG Projections

- Data from a region wide inventory within Yolo County was used to update projected emissions across sectors in 2030 such as residential energy (above)
- New GHG reduction targets established in accordance with recent CA legislation
- Community-suggested climate adaptation preparedness and resiliency resources incorporated



Christopher Flores is from Galt, CA and received a Bachelors of Science degree in Environmental Policy Analysis and Planning at UC Davis in 2018. He will continue his service with another Americorps program (FoodCorps) in fall 2020.

Engagement Process

Evaluate needs, purpose, and tasks for city group

What role will the group have? Will they work city staff, city council, other bodies? How often should they meet?

Community based selection process

Notices, application process, interviews and appointment

Recommendations and implementation tasks identified

Feedback received, tasks for a long standing commission

Type of city entity? committee, commission, board, etc.? What are the terms of the position?

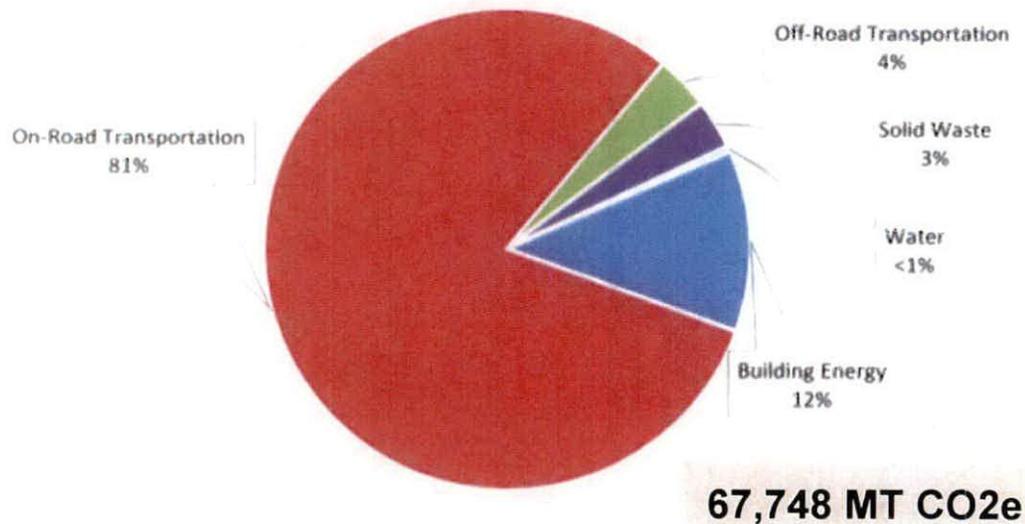
Board establishment

Public meeting transition from traditional physical space to a virtual one; requires participants to access different skills

Public meetings and document review

Content Revision and Deliverables

Figure 2: City of Winters Communitywide GHG Emissions by Sector, 2016



Source: Data compiled by Ascent Environmental in 2020

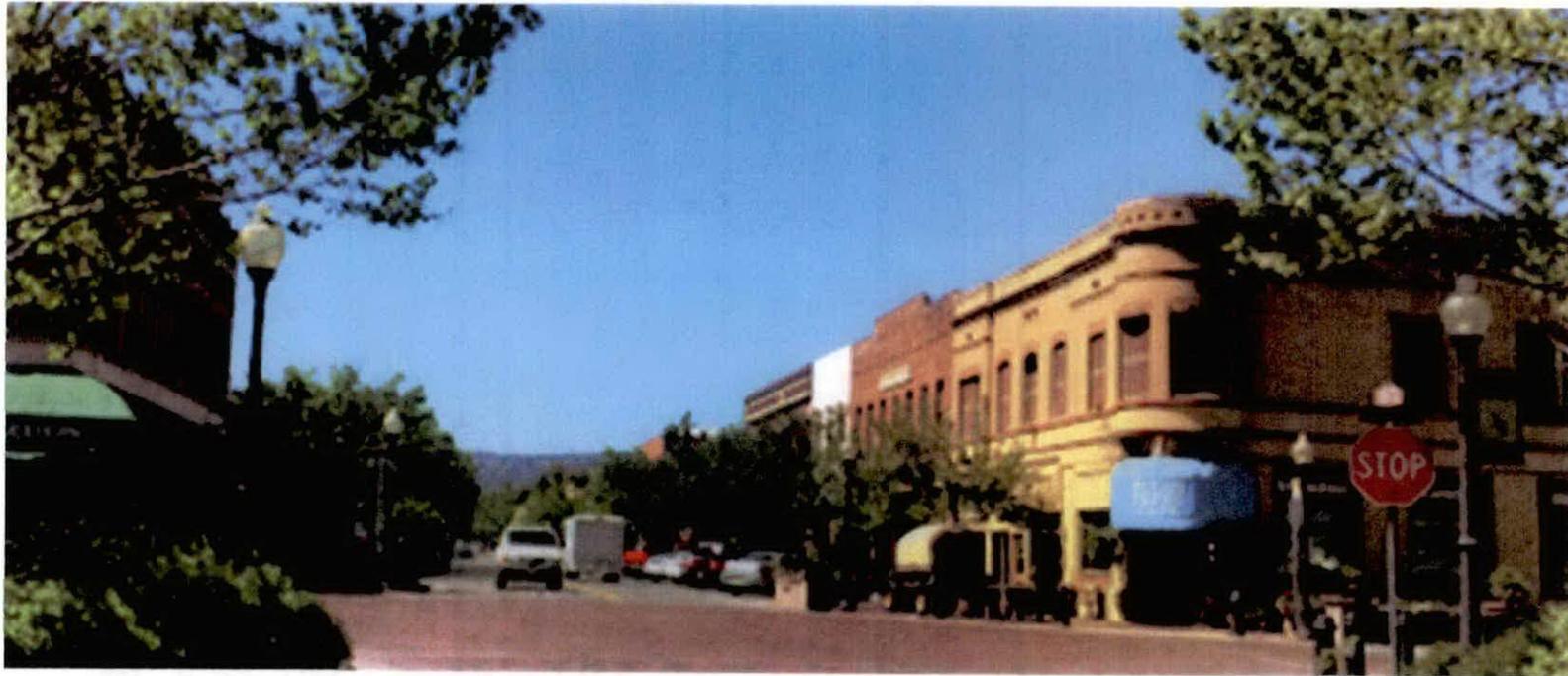
Scenario	CO ₂ Emissions (MT CO ₂ e)
Baseline (2016)	67,748
2030 (40% Reduction)	40,649
2030 BAU Forecast	48,262
2030 Required Reduction	7,613

- 2030 business as usual (BAU) scenario incorporates mandated energy conservation improvements under CA Energy Codes and procurement of carbon zero electricity generation under CA Renewable Portfolio Standard
- Necessary updates allowed opportunities for community feedback on CAP content and strategies

Next Steps



- Current board members responsible for planning/development of the CAP will take their work to City Council for approval
- Upcoming commission to complete set of implementation tasks identified by board members
- Progress towards goals to be evaluated in 2023



Any Questions?

Christopher Flores

cflores@civicspark.lgc.org

christopher.flores@cityofwinters.org



**Local
Government
Commission**

Leaders for Livable Communities

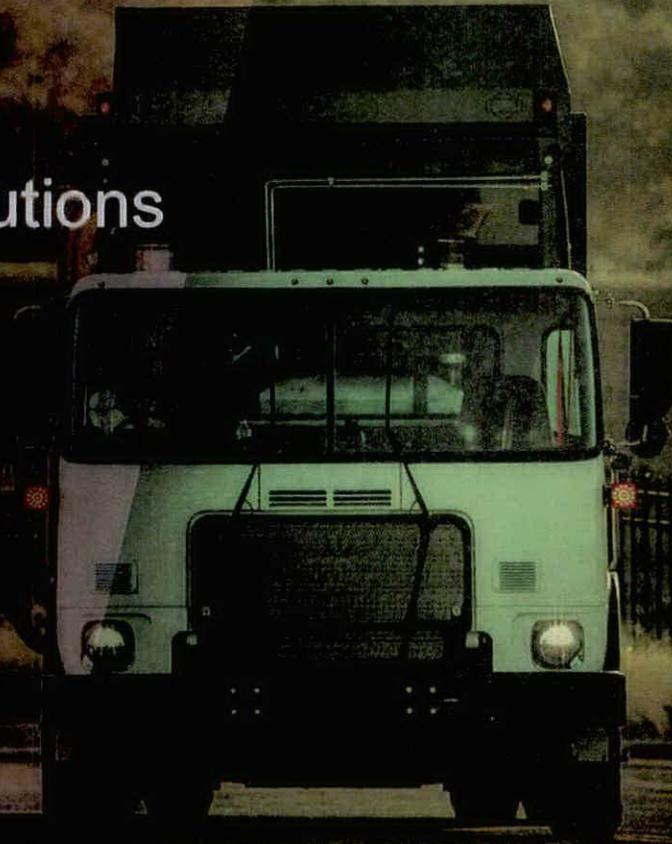
lgc.org



Residential Smart Service Solutions

Helping Winters Meet SB 1383 Goals

Powered by WM Smart TruckSM Technology



Waste Management's Residential Smart Services Solution

WM Smart TruckSM Technology:

- Provides daily visuals for positive service verification and corrective actions
- Informs us about each customer's needs and behavior to better serve and educate them
- Improves safety of our employees and communities
- Supports select SB 1383 draft regulatory requirements



[Video: See It In Action](#)

How It Works:



Every stop linked to WM customer data base

Every cart lift and its contents captured on camera

Images audited for overage and contamination

Notification & education sent to customer

Commercial Stats Update – Chargeable Incidents

INCIDENT YEAR	INCIDENT MONTH	INCIDENTS	INCIDENT YEAR	INCIDENT MONTH	INCIDENTS	YOY CHANGE
2019	Jan	198	2020	Jan	62	(-) 68.69%
2019	Feb	121	2020	Feb	61	(-) 49.59%
2019	Mar	71	2020	Mar	52	(-) 26.76%
2019	Apr	58	2020	Apr	34	(-) 41.38%
2019	May	83	2020	May	81	(-) 2.41%
2019	Jun	56	2020	Jun	58	(+) 3.57%
2019	Jul	45				
2019	Aug	59				
2019	Sep	98				
2019	Oct	72				
2019	Nov	108				
2019	Dec	73				

Commercial Stats Update – PERM Increases

Incident Year	Incident Month	Increases		Incident Year	Incident Month	Increases		YOY Change
2019	Jan	1		2020	Jan	0		(-) 100%
2019	Feb	2		2020	Feb	2		(-) 100%
2019	Mar	5		2020	Mar	1		(-) 80%
2019	Apr	6		2020	Apr	1		(-) 83.3%
2019	May	2		2020	May	1		(-) 50%
2019	Jun	1		2020	June	0		(-) 100%
2019	Jul	0						
2019	Aug	5						
2019	Sep	1						
2019	Oct	4						
2019	Nov	1						
2019	Dec	0						

20 Businesses

1/23/2019 – 5/4/2020

33 Permanent Increases

Commercial Stats Update – 4+ Incidents per Month

Incident Year	Incident Month	# Businesses	Total Incidents	Incident Year	Incident Month	# Businesses	Total Incidents	YOY Change
2019	Jan	17	122	2020	Jan	5	30	(-) 75.41%
2019	Feb	16	83	2020	Feb	3	30	(-) 63.86%
2019	Mar	7	32	2020	Mar	4	20	(-) 37.5%
2019	Apr	7	34	2020	Apr	2	16	(-) 52.94%
2019	May	8	5	2020	May	6	46	(+) 820%
2019	Jun	5	25	2020	Jun	6	38	(+) 52%
2019	Jul	1	6					
2019	Aug	5	26					
2019	Sep	9	50					
2019	Oct	7	44					
2019	Nov	11	75					
2019	Dec	5	41					

WM Smart TruckSM Technology Provides Added Value



Service
Verification



Audits Billing
and Service
Levels



City
Beautification &
Litter
Abatement



Proactive
Customer
Service



Facilitates
Compliance
with SB1383

Service Related Functions



Service Verification

- Documents daily service



Auditing Function For Cart Sizes & Service Levels

- Validates cart size and material type

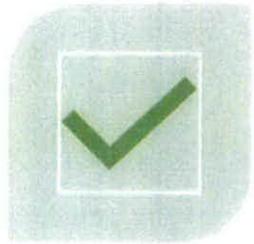


City Beautification

- Promotes closed cart lids to prevent windblown litter and quality recycling

Proactive Customer Service

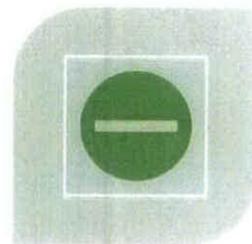
Leading Customer Service Indicators



Positive Service
Verification



Identify Container
Damage



Billing & Service Level
Validation



Cart Replacement Trigger

Exclusions - Multi-customer locations (i.e. trailer parks, cul de sacs and shared driveways) difficult to ID

Early Compliance with SB 1383 Route Audit Draft Requirements

Meets Audit Requirement of Commingled Recycling, Greenwaste and Foodwaste Containers

- WM Smart TruckSM technology has ability to audit organic and recycling materials each and every collection day
- Added Benefit – continuous feedback accelerates behavior change

Education Component

- WM Smart TruckSM platform generates electronic notices based on customer behavior
- Consistent feedback reinforces proper recycling behavior with residential, multi-family and commercial customers
- Incident photograph re-enforces educational component

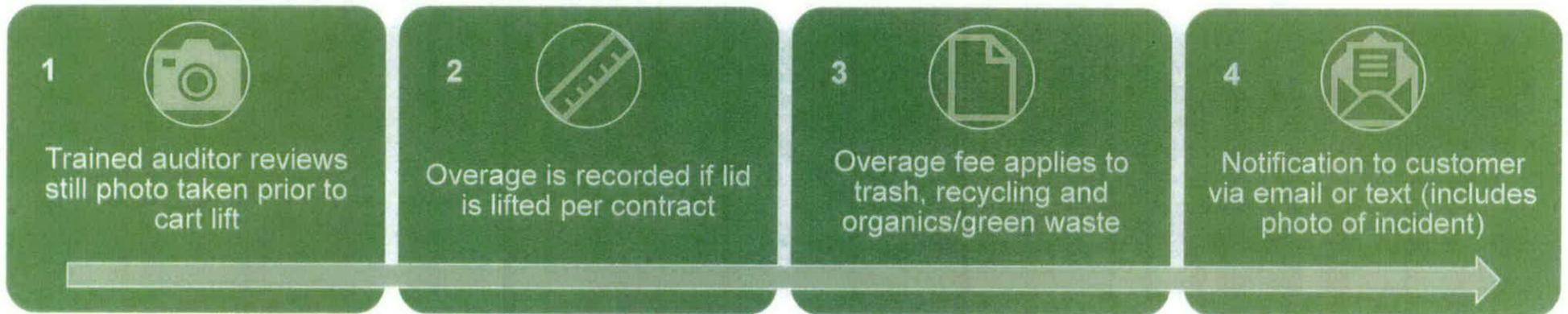
Container Contamination Minimization

- Notify and educate violators
- Impose service charge
- \$10.99 after 1 warning in Winters

Compliance Reporting

- Enhances reporting capabilities to meet jurisdictional annual reporting requirements

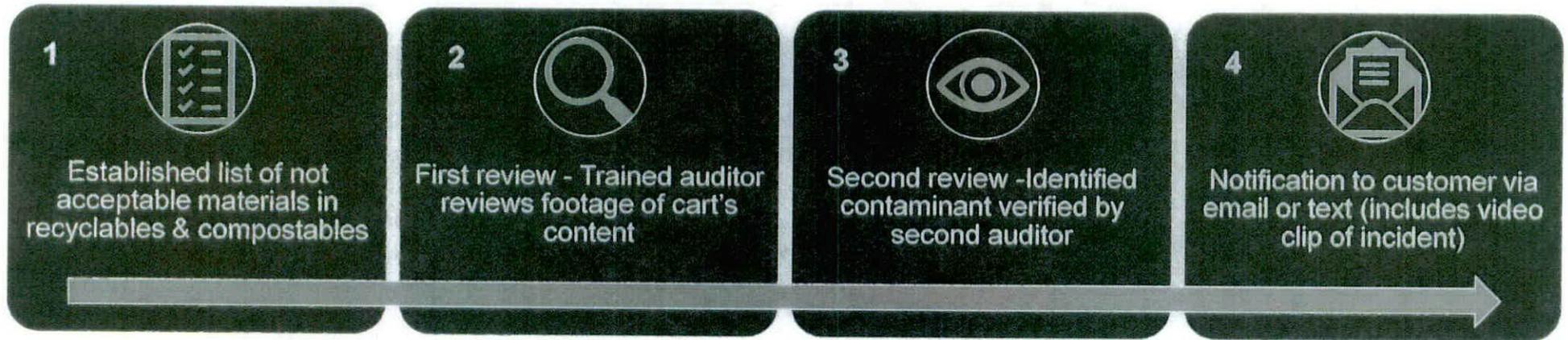
Overage Audit Process



Winters examples from May 21 collection

Contamination Audit Process

Recycling and Organics/Green Waste



[Watch Video](#)

Winters contamination example from May 21 collection

Preliminary Findings in Winters

June 2020



125 Overage Incidents

31 Weekly Average



677 Contamination Incidents

169 Weekly Average

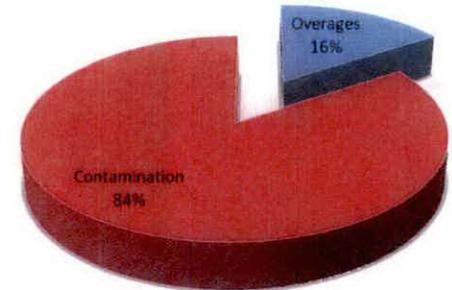


802 Customer Incidents

1907 Resi Customers

51 Repeat Offenders

- 34 customers with 3 incidents
- 8 customers with 4 incidents
- 5 customers with 5 incidents
- 2 customers with 6 incidents
- 1 customer with 9 incidents
- 1 customer with 12 incidents



60-Day Soft Launch – August & September

Focused on education & raising awareness of program – no surcharges during this period



Resident awareness and education



Builds on overage and contamination messaging since 2019



Robust Outreach Campaign in English and Spanish

60 Day “No Charge” Campaign Timeline

Material	Date	Purpose
Introductory Mailer – English & Spanish	August 1, 2020	Remind residents to recycle right & eliminate overage to avoid charges. Introduce 60-day campaign with FAQ & what’s recyclable flier
WintersRecycles.com	Aug. 1	Refresh website with new navigation and more tools to recycle right
Ads - 4 versions, each run for 2 wks, total 8 weeks	Aug 3, 2020	Run in Winters Weekly– Lose the Bag, Keep it Green, Keep Lids Closed 8/-3 – 9/18 and Avoid Charges 9/21& 28
60-Day Warning Letters – English & Spanish	Aug 1 – Sept 30	Letter designed to educate and identify service issues to correct before Oct. 1
Go Live Postcard	Sept. 15	Remind customers that charges begin Oct. 1
Warning & Charge Notices	Oct. 1	Electronic & print version – under development/not included but will share with staff in advance

Robust Education & Awareness Campaign

Multi-channel and multi-lingual



WintersRecycles.com
– Tips to Recycle Right, how to avoid contamination and/or overage surcharge



Introductory Letter with FAQ



Warning Notifications for Overage & Contamination
– We're here to help - trouble shoot and educate customers



Social Media Amplifications



Weekly Ad in Winters Express



Postcard Notifying "Go Live"

Soft Launch Sample Communications

Mailers, Bill Inserts, Advertisements & Dedicated Website



Are Your Carts Clear of Contamination?

If not, you could be subject to a contamination surcharge.



RECYCLING AND ORGANICS CART CONTAMINATION AND OVERAGE SURCHARGE: \$10.99 PER CART
(Charged After One Warning)



XXXXX

Stay clear of contamination charges, look inside for tips to recycle right.

BILL INSERTS & ADVERTISEMENTS

IMPORTANT NOTICE

Stay Clear of Additional Charges

Write wintersrecycles.com para obtener consejos de reciclaje y más información.

To avoid additional charges, keep your recycling containers clear of contamination and ensure all container lids are closed.

See reverse side for more information.



Get Your Service Notice Using Your Customer ID#

AVOID AN OVERAGE CHARGE

Materials must fit inside a container with the lid shut for regular service. Overweight excess materials in containers:

- Excessively full
- Excessively tall
- Multiple streamers
- Flags
- Stakes
- Chain link
- and more

CUST
-Serv
-Serv
-Serv



Overage Charge \$10.99
Charges Begin October 1, 2020
After One Warning

By providing your personal information, you agree to receive notices by email or text and we may refer your information to provide you contact information.

AVOID CONTAMINATION CHARGES - RECYCLE RIGHT

Only place allowable materials in your recycling and green waste/organics containers. Only materials free of contaminants are recyclable.

Recycle only empty clean bottles, cans, paper and cardboard.

Place only food scraps, yard and leaf waste and pet waste into your organics cart.

Keep recyclables free.

No plastic, glass, metal, treated wood, hazardous or pet waste. No plastic or fuel stumps.

No plastic bags. Only paper or compostable bags accepted.

Contamination Charge \$10.99 | Charges Begin October 1, 2020 After One Warning.
To receive notices by email or text visit wintersrecycles.com or provide your contact information.

Visit wintersrecycles.com for recycling tips and more information.

RECYCLE RIGHT

KEEP IT GREEN

Place food scraps in your organics cart. They come back as compost to nourish plants and nurture our planet.



Questions about your service? 520-795-1201
Visit wintersrecycles.com for recycling tips and more information.

RECYCLE RIGHT

LOSE THE BAG

Plastic bags & film contaminate recycling and belong in the trash.



Questions about your service? 520-795-1201
Visit wintersrecycles.com for recycling tips and more information.

Keep Winters Clean & Green.

Recycle Right & Avoid Overage



CONTAMINATION
HOW TO AVOID SURCHARGES

OVERAGES
HOW TO AVOID SURCHARGES

TOOLS & EDUCATION

VIDEO RESOURCES

FREQUENTLY ASKED QUESTIONS

CONTACT INFORMATION
Customer Service
Email: askus@wintersrecycles.com
Phone: (833) 844-1535
Hours of Operation
MON-FRI 8:00AM-5:00PM

STAY CLEAR OF CONTAMINATION AND SURCHARGES

CHARGES TO BEGIN OCTOBER 1, 2020
To avoid a \$10.99 per cart, per incident* surcharge, keep your recycling and organics carts clear of contamination (after one warning).

WintersRecycles.com



Soft Launch Data Collection

Track and compile incidents and results over 60-day warm up period



of warnings, types of warnings



of calls to Call Center

- Resolution of calls – education, increase cart size, flag error on account



of emails for warning & charge notifications

Next Steps





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: July 21, 2020

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

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

SUBJECT: Public Hearing to Consider an Application for SB2 Permanent Local Housing Allocation Program Funds

RECOMMENDATION: Staff recommends that City Council:

- 1) Receive the Staff Report regarding an application for SB2 Permanent Local Housing Allocation Program Funds; and
- 2) Conduct a Public Hearing to hear comments on 1) the proposed uses of the SB2 Permanent Local Housing Allocation Program Funds; and
- 3) Adopt a Resolution approving 1) an application for \$532,699 over a five year period in funding from the State Housing and Community Development Department (HCD) from the Permanent Local Housing Allocation Program (PLHA) for housing-related projects and programs that assist in addressing the unmet housing needs in Winters; and 2) an authorization to implement the PLHA Formula Allocation Five Year Plan; and 3) if awarded, authorize the execution of the grant agreement and any amendments for the project.

BACKGROUND: The California Department of Housing and Community Development (Department) announced the release of this Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA) in February 2020, for approximately \$195 million for the Permanent Local Housing Allocation (PLHA) program. This NOFA is funded from moneys deposited in the Building Homes and Jobs Trust Fund in calendar year 2019.

Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a

permanent, on-going source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. The PLHA funds allocated to each Non-entitlement Local government is based on the sum of:

1. Fifty percent of the funding available for the Non-entitlement formula component divided by the number of Local governments eligible for the Non-entitlement formula component; and
2. Fifty percent of the funding available for the Non-entitlement formula component allocated in proportion to each Non-entitlement Local government's share of the total most severe housing need in California's Non-entitlement Local governments, based upon the most recent U.S. Department of Housing and Department of Housing and Community Development 5 Permanent Local Housing Allocation Program Entitlement and Non-Entitlement Formula Allocation Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS) data.

Staff recommends the following proposed projects/programs:

- Predevelopment, development, acquisition, rehabilitation and preservation of multifamily, residential live-work, rental and ownership housing (including accessory dwelling units), including necessary operating subsidies, to extremely low to moderate income households, to meet the needs of a growing workforce and support the advancement of permanent housing opportunities in Winters.
- Homeownership Opportunities, including, but not limited to, down payment assistance and homebuyer education.

FISCAL IMPACT: None at this time. A portion of the total funding is allocated each year for five years. The annual amount will vary dependent upon moneys collected and deposited in the State Building Homes and Jobs Trust Fund.

CONCLUSION: Staff recommends that the City Council conduct a public hearing, take testimony and, after any changes, approve the SB2 PLHA grant application for housing related projects and programs in Winters as outlined above.

RESOLUTION 2020-39

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING APPLICATION FOR SB2 PERMANENT LOCAL HOUSING ALLOCATION PROGRAM FUNDS

A necessary quorum of the council members of the City of Winters, a political subdivision of the State of California ("Applicant") hereby consents to, adopts and ratifies the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))).
- B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$532,699 in accordance with all applicable rules and laws.
- 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
5. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
6. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
7. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
8. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
9. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
10. The City Manager, John W. Donlevy, Jr., or his designee is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED by the City Council, City of Winters, the 21st day of July 2020 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

 Wade Cowan, Mayor

ATTEST:

 Tracy S. Jensen, CITY CLERK

PASSED AND ADOPTED at a regular meeting of the *City of Winters* this 21st day of July, 2020 by the following vote:

AYES: _____ ABSTENTIONS: _____ NOES: _____ ABSENT: _____

Wade Cowan, Mayor
City Council

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Tracy Jensen, City Clerk of the City Council of the City of Winters, State of California does hereby attest and certify that the foregoing / attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Winters which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____
Tracy Jensen, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: July 21, 2020

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

SUBJECT: Public Hearing to Consider an Application for funding under the 2020-2021 fiscal year State Administered Community Development Block Grant for \$79,129 under the CARES ACT for COVID-19 response and recovery.

RECOMMENDATION: Staff recommends that City Council:

- 1) Receive the Staff Report regarding an application for CDBG CARES Act Program Funds; and
- 2) Conduct a Public Hearing to hear comments on 1) the proposed uses of the CARES Act Program Funds; and
- 3) Adopt a Resolution approving 1) an application for funding under the 2020-2021 fiscal year State administered Community Development Block Grant for \$79,129 under the CARES ACT for COVID-19 response and recovery for Public Services - Health Services-COVID-related services and supplies; and 2) an authorization to enter into an agreement with Winters Healthcare foundation for services and supplies; and 3) if awarded, authorize the execution of the grant agreement and any amendments for the project.

BACKGROUND: The California Department of Housing and Community Development (Department) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program and allocates funds to CDBG eligible non-entitlement jurisdictions. Approximately \$18.7 million in new CDBG coronavirus response round 1 (CDBG-CV1) federal funds authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, will be allocated to eligible jurisdictions to perform activities related to COVID-19 response and recovery. The CARES Act provides extra CDBG funds specifically targeted to prevent, prepare for, and respond to coronavirus.

The CDBG-CV1 Notice of Funding Availability (NOFA) published on June 5, 2020, provides funding ONLY for the following activities, which are narrowly tailored as described below:

- Assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut-downs
- Public services related to COVID-19 support
- Facility improvements related to COVID-19 healthcare and homeless housing needs
- Acquisition of real property to be used for the treatment or recovery of infectious diseases in response to COVID-19

FISCAL IMPACT: This action does not represent a fiscal impact. The majority of the grant funds will be a pass through to the entity who will be providing the Healthcare services. The City has been awarded the maximum amount under the Notice of Funding Availability formula allocation of \$79,129 which will fund the following activities:

General Administration:	\$ 3,950
Program Income-Healthcare Services	\$ 2,000
Public Services-Healthcare Services:	\$75,179

CONCLUSION: Staff recommends that the City Council conduct a public hearing, take testimony and, after any changes, approve the CARES Act grant application for COVID-related healthcare services and supplies in Winters as outlined above.

John Donlevy

From: Christopher Kelsch <Ckelsch@wintershealth.org>
Sent: Tuesday, July 14, 2020 9:06 AM
To: John Donlevy
Subject: [EXTERNAL]RE: Cares Funding

Hi John,

I did talk to my Leadership Team last week and we discussed what we could do. Here are a couple of ideas. We can also do combinations of a few things....like purchase equipment and do fewer community test days:

1. Weekly COVID-19 testing for any community member in Winters from Aug1- Dec 31, which is between 20-22 community testing days.
 - a. #1 above – fewer days and use money to develop testing signup/registration via our website (and or linked to the city website)
 - b. #1 above – fewer “all” Community testing days and use some to days to test businesses that request it (e.g, local farms, local restaurants, shops etc)
 - c. #1 above – fewer all days testing and purchase an endomachine for dental that minimized exposure and time for patients and dental staff (equipment ~\$5,000) rest for community testing.
 - d. Some combination of everything above.

Let me know if you are interested and how you want to proceed/what you need from me.

Thanks for the opportunity to serve (and in this case, get our costs covered to do so).

Best,
Chris

Christopher Kelsch MA, MPH

Providing compassionate care, as partners with our community, to improve lives and inspire health

From: John Donlevy <john.donlevy@cityofwinters.org>
Sent: Tuesday, July 14, 2020 7:54 AM
To: Christopher Kelsch <Ckelsch@wintershealth.org>
Subject: Cares Funding

Chris,

I sent you a note on the \$79,000 in CARES Act funding. Essentially I think you might be the only use for the funds because it requires services and equipment for assessment and treatment for Covid 19.

If you have a use for the funding, let me know. BTW, I need to know by Wednesday morning.

John

John W. Donlevy, Jr., City Manager
City of Winters

318 First Street
Winters, CA 95694
(530) 794-6710 (direct line)
(530) 795-4935 Fax

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

RESOLUTION NO. _

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2019-2020 FUNDING YEAR OF THE STATE CDBG-CV1 PROGRAM

BE IT RESOLVED by the City Council of the City of Winters as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed \$79,129 for the following CDBG activities, pursuant to the June 5, 2020 CDBG-CV1 NOFA:

**Public Services-Health Services-COVID-related services and supplies
\$79,129**

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$2,000 for the CDBG activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of Winters** held on July 21, 2020 by the following vote:

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 21st day of July 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Wade Cowan, MAYOR

ATTEST:

Tracy Jensen, City Clerk

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Wade Cowan, Mayor
Winters City Council

STATE OF CALIFORNIA
City of Winters

I, Tracy Jensen, City Clerk of the City Council of the City of Winters, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 21st day of July, 2020.

By: _____
Tracy Jensen, City Clerk of the City Council
of the City of Winters, State of California

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.



**CITY COUNCIL
STAFF REPORT**

DATE: July 21, 2020
TO: Mayor and City Council
FROM: Wade Cowan, Mayor
Bill Biasi, Mayor Pro Tem
SUBJECT: Consideration and Approval of an Executive Search Firm to Conduct a Recruitment for City Manager

RECOMMENDATION:

That the City Council authorize a Professional Services Agreement with Peckham & McKenney, Inc. for Executive Search Services for the hire of a new City Manager.

BACKGROUND:

At the July 7, 2020 City Council Meeting, the City Council authorized the solicitation of proposals for professional services for the search and selection of an executive recruitment firm to aid in the selection of a new City Manager.

Discussion:

Firms were contacted July 7 and requested to send proposals not exceeding three pages by Monday, July 13. The City Council appointed Mayor Wade Cowan and Mayor Pro Tem Bill Biasi to serve as an interview subcommittee. The City received two proposals from Bob Murray and Associates and Peckham & McKenney. Both firms were deemed qualified and the cost proposals were comparable from a services and expense perspective.

Interviews were held on Wednesday, July 15, 2020 and the subcommittee is recommending that the City Council authorize an agreement with Peckham & McKenney at a not to exceed amount of \$26,000.

FISCAL IMPACT: Not to exceed \$26,000. See attached agreement and proposal.



PROFESSIONAL SERVICES AGREEMENT
AGREEMENT NO. 008-20

THIS AGREEMENT is made at Winters, California, as of July 21, 2020, by and between the City of Winters ("the CITY") and Peckham & McKenney, Inc. "(CONSULTANT)", who agree as follows:

1. SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated July 13, 2020. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedule included in Exhibit "B", but in no event shall total compensation exceed Twenty Six Thousand dollars (\$26,000), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

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

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

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

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

By: _____
Wade Cowan, Mayor

CONSULTANT

By: _____

ATTEST:

By: _____
Tracy S. Jensen, CITY CLERK

Exhibit "A" Provided by Consultant



July 13, 2020

Mayor Wade Cowan
and Members of the City Council
City of Winters
Via John Donlevy – john.donlevy@cityofwinters.org

Dear Honorable Mayor Cowan and Members of the City Council:

Thank you for the opportunity to express our interest in assisting you once again in the recruitment of your next City Manager. My personal experience conducting hundreds of City Manager searches over the past 32 years combined with my familiarity of the City of Winters will ensure the successful placement of a candidate that “fits” the organization and community. As you may know, I personally conducted the search that resulted in the placement of John Donlevy nearly 19 years ago. His lengthy tenure is certainly a testament to our tag line “*All about fit!*”

Allow us to provide you with the following information regarding our firm, experience, process, and professional fee.

PECKHAM & MCKENNEY, INC.

Peckham & McKenney provides executive search services to local government agencies throughout the western United States and is headquartered in Roseville, California with offices in Los Angeles and Colorado Springs, CO. The firm was established as a partnership in June 2004 and incorporated in 2014 by Bobbi Peckham and Phil McKenney, who serve as the firm’s President and Chief Operating Officer, respectively. We are supported by administrative and research specialists, marketing and design professionals, a web technician, and distribution staff.

Since 2004, we have conducted more than 500 executive level recruitments in the states of Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming. On behalf of elected Councils, Boards, and Commissions throughout the West, we have successfully placed hundreds of City and County Managers, Chief Administrative Officers, Executive Directors, General Managers, Administrators, and Legal Counsel, as well as their Assistants and Deputies. In addition, we have placed hundreds of executives and organizational leaders in the areas of public safety (police and fire), community development and planning, economic development, public works and engineering, finance, human resources, city clerk, information technology, library services, and parks and recreation.

We recognize that every agency and community we serve is unique, and the candidate you ultimately select must “*fit*.” We take the time to become familiar with your community, organizational culture, and issues and challenges in order to identify and recruit the best candidates for your consideration. Nearly 89% of our placements stay in those positions for over five years, which is a testament to their “*fit*.”

Bobbi C. Peckham, President

Bobbi Peckham will serve as your Recruiter on this important search process, and she will be assisted by experienced administrative staff. She brings 32 years’ experience as an Executive Recruiter and

has placed hundreds of executives in local government agencies, including John Donlevy with the City of Winters. Ms. Peckham received a Bachelor of Science degree in Organizational Behavior from the University of San Francisco.

City Manager Recruitment Experience

Within the past three years (2017-Present), Peckham & McKenney has conducted 43 City Manager recruitments. Those searches conducted by President Bobbi Peckham have been asterisked (**).

City of American Canyon, CA (2018) **	City of Mill Creek, WA (2019)
City of Aspen, CO (2019)	Town of Moraga, CA (2018) **
City of Auburn, CA (2020) **	City of Oceanside, CA (2019)**
City of Azusa, CA (2018) **	City of Orinda, CA (2017) **
City of Barstow, CA (2019)	City of Pacifica, CA (2017) **
City of Basalt, CO (2017)	City of Port Townsend, WA (2019)
City of Belmont, CA (2019) **	Town of Portola Valley, CA (2017) **
City of Big Bear Lake, CA (2019) **	City of Rancho Palos Verdes, CA (2020)**
City of Brentwood, CA (2014 and 2020) **	City of Rio Rancho, NM (2019)
City of Camarillo, CA (2020) **	The Sea Ranch Association, CA (2020)
City of Canby, OR (2019)	City of Sierra Madre, CA (2017) **
City of Centennial, CO (2017)	City of Sonoma, CA (2017) **
City of Duarte, CA (2020) **	City of South Pasadena, CA (2017) **
City of Escondido, CA (2017) **	City of Sunnyvale, CA (2018) **
City of Flagstaff, AZ (2019)	City of Telluride, CO (2018)
City of Fort Bragg, CA (2018)	City of Truckee, CA (2017)
City of Galt, CA (2020)	City of Turlock, CA (2018)
City of Glendora, CA (2018) **	City of Ventura, CA (2018) **
City of Gustine, CA (2017)	City of Walnut Creek, CA (2017) **
City of Hood River, OR (2018)	Town of Windsor, CO (2018)
City of McCall, ID (2017)	Town of Winter Park, CO (2017)
City of Menlo Park, CA (2019) **	

THE SEARCH PROCESS

Development of Candidate Profile– The Candidate Profile serves as a guide in the identification of potential candidates, outreach and recruitment efforts, and screening and selection of your next City Manager. The Candidate Profile includes information relating to the City of Winters; current and future issues and opportunities; expectations, goals, and objectives leading to the success of the new City Manager; and the background and experience, leadership style, skills and abilities, and personality traits of the ideal candidate. Ms. Peckham will develop this profile following discussions with those individuals or groups identified by the City Council, including Council members, leadership team members, business representatives, and community stakeholders.

Recruitment – An attractive brochure will be used to market the Candidate Profile and distributed to up to 500 identified industry professionals, and it will also be available on our firm’s website. Advertisements will be placed in industry publications and websites, and we will utilize social media as appropriate. Our recruiting efforts will focus on direct and aggressive recruiting of quality potential candidates within our extensive candidate database. We will work to identify candidates who most closely reflect and meet the qualifications discussed within the Candidate Profile. Throughout this active search process, we will regularly update the City of the recruitment status and share questions, concerns, and comments received from potential candidates as they consider the opportunity.

Screening/Preliminary Interviews – Upon a thorough review of the resumes received, supplemental questionnaires will be sent to candidates who most closely meet the Candidate Profile. We will conduct preliminary screening interviews, Internet research, and will probe any areas of concern.

Recommendation of Candidates/Selection of Finalists – Ms. Peckham will provide a report to the City Council containing a full list of all candidates, as well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates. We may include a first and second tier of candidates within our recommendation. Once a group of finalists has been selected by the Council, these individuals will be invited to attend finalist interviews. A one-day interview process is standard for initial finalist interviews (leading four to seven candidates), however, the Council may choose to include others involved early on in the Candidate Development phase to participate.

Finalist Interview Process – Ms. Peckham will facilitate the virtual or in-person finalist interview process. An orientation session will be held, and she will facilitate a review and discussion of the finalists at the end of the day. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided. At the end of this process, the Council will select the leading 1-3 candidates for further discussion. Typically, these second interviews provide more in-depth, informal conversations that will ultimately lead to the selection of a finalist candidate.

Qualification – Once the finalist candidate has been selected and a conditional offer has been made by the City of Winters, a thorough background check will be conducted using the services of Sterling Talent Solutions (www.sterlingtalentsolutions.ca). In addition, professional references will be contacted, and negotiation assistance will be provided. Our ultimate goal is to exceed your expectations and successfully place a candidate who “fits” your organization and community’s needs now and into the future.

PROFESSIONAL FEE AND GUARANTEE

Our all-inclusive fee to conduct the search process for your next City Manager is \$26,000. The all-inclusive fee includes professional fees and all expenses incurred on your behalf. In the unlikely event that a candidate recommended by our firm (external candidates only) leaves your employment *for any reason within the first year* (except in the event of budgetary cutbacks, promotion, position elimination, or illness/death), we agree to provide a one-time replacement at no additional charge, except expenses.

IN CONCLUSION

I would be honored to work with you and to represent the City of Winters once again. Please feel free to contact me directly at (916) 730-2014 or hobbi@peckhamandmckenney.com if you have any questions.

/s/ Bobbi C. Peckham

Bobbi C. Peckham, President
Peckham & McKenney, Inc.
www.peckhamandmckenney.com

EXHIBIT "C"

GENERAL PROVISIONS

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

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

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other named insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk's office upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the City Clerk's office prior to the effective date of such cancellation, or change in coverage.

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

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

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

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

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

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

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

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

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

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

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

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

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

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



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: July 21, 2020
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Ethan Walsh, City Attorney
SUBJECT: Consideration of Resolution Calling a Special Election to Propose a Measure Amending the City of Winters General Plan to Establish an Urban Growth Boundary and Establish a Community Directed Planning Process for Certain Areas North of the Developed Areas of the City

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2020-42 submitting to the voters at the November 3, 2020 election a measure that would amend the City's General Plan to establish an Urban Growth Boundary through November 3, 2040, and adopt a community driven planning process to develop a specific plan that would include certain lands outside the City limits but within the City's existing sphere of influence and certain other lands within the City limits.

BACKGROUND:

At the Council's July 7, 2020 regular meeting, the City Council adopted Resolution No. 2020-33, placing the Winters Urban Growth Boundary Initiative on the November 3, 2020 ballot. This initiative would establish an Urban Growth Boundary ("UGB") at the existing City limits, which would prohibit urban development outside of the UGB, with certain limited exceptions, through November 3, 2050. At the same meeting, the City Council approved a settlement agreement between the City and Keep Winters Winters (the proponent of the Initiative) ("KWW"), pursuant to which the City and KWW agreed that they would work on a joint measure with certain terms specified in the settlement agreement, and if the City put such a measure on the November 3, 2020 ballot, KWW would withdraw its original measure from the ballot.

In response to the approval of the settlement agreement, I have prepared a proposed measure in consultation with KWW's attorney that is consistent with the terms of the settlement agreement. The provisions of the proposed measure are discussed in more detail below.

DISCUSSION:

The proposed new measure is titled the “Winters Urban Growth Boundary and Community-Based Planning Initiative.” It includes the same provisions as the original initiative, in that the new measure establishes an UGB that is consistent with the existing City limits, outside of which the City cannot approve urban development, with certain limited exceptions, without voter approval. This new measure, however, also enacts a new General Plan policy that establishes a process by which lands that are outside the initial UGB, but have historically been contemplated as areas for potential future development, could be included in a specific plan area and the UGB could be relocated to the outer boundaries of that specific plan area. This specific planning process is described in greater detail below.

Two other key differences between the original initiative and this measure are that the voter approval requirement in this measure will remain in effect until November 3, 2040 (rather than 2050), and the City is not directed to update all ordinances and policies affected by the Initiative, which will allow the City to avoid the immediate expense of updating its General Plan implementing plans and policies to make them consistent with the Initiative.

The proposed measure also adopts a new General Plan policy, Policy I.A.15., which establishes a community directed process to develop a Specific Plan that would include areas outside of the existing City limits (and the UGB), but within the City’s existing sphere of influence. Under this policy, the City would undertake an initial effort to develop a specific plan that would include the areas north of the City limits that are within the City’s current sphere of influence, and the area that is within the City limits north of Moody Slough Road. This would allow for the community to consider a cohesive, integrated plan for all the undeveloped property north of the currently developed City and within the City’s sphere of influence, to determine what makes sense for these areas for the future of Winters. This planning effort would be led by a “Specific Plan Committee” appointed by the Council. Per the settlement agreement, the City’s existing ad hoc committee for this issue (Mayor Cowan and Councilmember Neu) will work with KWW representatives Bob Polkinghorn, Peter Hunter and Bill Lagattuta to develop recommendations to the Council for people to serve on the Specific Plan Committee. The Specific Plan Committee will consist of two members from each of the following groups:

- City residents at large,
- City Council
- Planning Commission
- Keep Winters Winters
- Winters business community
- Non-resident stakeholders

The Specific Plan Committee would have the help of City staff and consultants, as may be directed by the City Council. Once a specific plan is developed, it would go through the normal approval processes for adoption of a Specific Plan by the Council, and then would have to be approved by the voters. Once the Specific Plan receives voter approval, the UGB would be moved to the outer limits of the specific plan area, but in no event would extend beyond the existing sphere of influence for the City.

If this initial specific planning effort is unsuccessful in developing a voter approved specific plan, the City could initiate a future specific planning effort that could include some or all of the properties outside the UGB but within the sphere of influence, and other lands within the City limits as the City deems appropriate. This subsequent specific planning effort would have to go through the same specific planning process directed by the Specific Plan Committee, and the specific plan developed through this process would still be subject to voter approval.

Lastly, while the original initiative measure re-designated those lands outside the City limits as “Open Space” on the City’s General Plan Land Use Map, this new measure instead creates a new land use designation titled “Specific Plan”, and re-designates those lands outside the City limits but within the City’s sphere of influence as “Specific Plan”. This is meant to make clear that those properties cannot be developed for urban uses without the adoption and voter approval of a specific plan for those areas. This is a more appropriate designation, given the nature of this measure.

The proposed measure has been reviewed by KWW’s attorney, and his comments have been incorporated into this version. If the City Council places this on the November ballot, KWW should remove their initiative from the ballot, per the terms of the Settlement Agreement.

ALTERNATIVES:

The Council could decline to put this on the ballot, in which case the original initiative measure would remain on the ballot and be voted on by the voters in November 2020.

FISCAL IMPACT:

County election officials have informed the City that the rough cost of placing a measure on the ballot would be \$11,700, though that is only an estimate.

Attachments: Proposed Measure
Resolution Placing Initiative Measure on the November 3, 2020 Ballot
Redlined Comparison Between Text of the Original Initiative and the Proposed Measure

Winters Urban Growth Boundary and Community-Based Planning Initiative

The people of the City of Winters do hereby ordain as follows:

SECTION 1: PURPOSE, EFFECT, AND FINDINGS

- A. **Purpose and effect:** This *Winters Urban Growth Boundary and Community-Based Planning Initiative* (“Initiative”) promotes stability and community participation in long-term planning for the City of Winters by creating a cornerstone policy within the General Plan that establishes geographic limits for long-term development while allowing sufficient flexibility within those limits to respond to the City’s changing needs over time, and developing a community driven approach to planning that will solicit input from a broad range of stakeholders to plan for the future of certain areas located outside the existing City limits that have been contemplated for potential future urban development. This Initiative amends the City’s General Plan to establish an Urban Growth Boundary (“UGB”) for the City. The UGB is a boundary outside of which urban development will not be allowed, except for certain public facilities. Only uses consistent with the General Plan “Open Space” land use designation and certain provisions of Government Code section 65560(h) that define “Open-space land” are permitted outside the UGB. The Initiative will also establish a community driven specific planning process, pursuant to which the City will appoint a committee consisting of a diverse group of stakeholders to develop a proposed specific plan that encompasses areas located outside of the City’s existing jurisdictional boundaries but within the City’s current sphere of influence and other areas within the City’s boundaries as necessary or appropriate to provide for an integrated, cohesive planning effort. The specific plan that is developed through this process must be approved by a vote of the people, and following voter approval the UGB would be extended to the outer limits of the specific plan area outside the City limits, but not beyond the City’s current sphere of influence. With certain limited exceptions where the City Council makes specific findings, this UGB may not be amended until November 3, 2040, except by a vote of the people.
- B. **Findings:** The people of the City of Winters find that this Initiative promotes the health, safety, welfare, and quality of life of the City’s residents, based upon the following:
1. **The City’s Small-Town Character and Rural Identity.** Incorporated in 1898, the City has long maintained its unique, small-town character by ensuring that development reflects the City’s strong relationship to its historic features. This Initiative promotes the City’s commitment to its small-town character by concentrating future development within existing City limits. This Initiative protects the City’s rural identity by ensuring that Winters remains bounded by natural open space and working agricultural lands that separate it from adjacent communities. At the same time, the Initiative promotes Winters’ economy by allowing appropriate economic development in accordance with the City’s unique local conditions.
 2. **The City’s Agricultural Heritage.** The City has a rich agricultural heritage, which remains a vital part of the local economy. This Initiative promotes the continued viability

of agriculture and agri-tourism in the Winters area by protecting agricultural lands from urban encroachment and ensuring that agricultural lands remain a natural buffer between Winters and surrounding communities.

3. **The City's Open Spaces and Natural Environment.** The City is surrounded by working agricultural lands, as well as ranchlands, open spaces, and scenic areas. Protecting and maintaining the City's natural open space resources—which include creeks, meadows, hills, woodlands, and vistas—is necessary to preserve their watershed protection, habitat preservation, recreational, and aesthetic values.
4. **The City's Future Development.** The City's General Plan calls for compact, sequenced development to promote well-planned and efficient growth consistent with the limits imposed by the City's infrastructure. The Plan prioritizes commercial infill development in the Central Business District and calls for new development only where the capacity of public services is sufficient to accommodate that development. This Initiative will promote sustainable job creation by encouraging infill development that will enhance and revitalize the Central Business District, guide growth in a compact and efficient manner, foster neighborhood development, and encourage community driven planning that engages the entirety of the Winters community in planning for the future of the City. This Initiative is designed to minimize traffic and reduce air pollution and greenhouse gas emissions.
5. **The City's Prosperity and Fiscal Health.** Winters residents wish to avoid premature investments in expensive new and expanded infrastructure. This Initiative will ensure that new growth in the City will be planned in light of resource capacity constraints. By encouraging infill development and well planned growth, the Initiative will ensure the efficient use of the City's existing infrastructure.
6. **The City's Housing Supply and the Provision of Affordable Housing.** The City's General Plan promotes efficient and affordable housing in Winters through measures that encourage mixed use development in the Central Business District, housing infill, and the construction of accessory units. The City's housing plan shows that land within the UGB can accommodate more than 400% of the residential units required to meet current State housing goals at all affordability levels. As a result, the land use and housing policies established in the General Plan, including policies relating to land already within the UGB, are sufficient to address the expected increase in the City's population. This Initiative will further encourage the City to continue to meet the housing needs of all economic segments of the population, including lower and moderate income households, by, among other things, directing housing development into areas where services and infrastructure can be provided more cost-effectively.
7. **The City's Water Needs.** The City is dependent on groundwater to meet its residents' water needs. It is critical that the City conserve its water supplies and protect its aquifers from overdraft. Infill development, such as that encouraged by this Initiative, promotes water conservation by reducing lot size and landscaping.

8. **Community Planning Effort.** In planning for the future of those areas outside the existing City limits but within the City's sphere of influence, the City desires to engage in a community driven planning effort, utilizing the expertise and drawing on the experience of local residents, business people, and other stakeholders. The planning effort will be led by a committee of interested stakeholders reflecting a range of perspectives and backgrounds. This community driven planning effort is intended to culminate in the development of a specific plan covering those lands outside of the City limits but within the City's sphere of influence, along with those lands within the City limits as are necessary or appropriate to provide for thoughtful, cohesive planning of undeveloped areas within the City's sphere of influence. The specific plan then must be approved by a vote of the people in order to take effect. This process allows the community as a whole to have a dialogue over how to best plan for the future of the undeveloped areas north of the developed City as an integrated whole, and gives the people of the City the opportunity to vote on the specific plan developed through this process.
9. **No Effect on Lands Within the UGB.** This Initiative will not affect land use regulations or land use designations within the UGB, or the City Council's ability to change them.
10. **No Effect on County Land Use Designations Outside of the UGB.** The County of Yolo has land use regulatory control of the lands north of the UGB, and has designated those lands as "Agricultural Intensive." This Initiative will not affect those designations.
11. **Relationship to the Urban Limit Line.** As part of its May 19, 1992 adoption of the General Plan, the City adopted an Urban Limit Line. The General Plan Background Report, also adopted on May 19, 1992, provides that the Urban Limit Line is "[a] boundary located to mark the outer limit beyond which urban development will not be allowed. It has the aim of discouraging urban sprawl by containing urban development during a specified period, and its location may be modified over time." General Plan Policy I.A.2. provides that the City "shall designate an Urban Limit Line delineating the area to be urbanized within the time frame of the General Plan and designed to accommodate a population of 12,500 by the year 2010." Notwithstanding these references to the Urban Limit Line, the City's current General Plan Land Use Diagram does not depict or reference the Urban Limit Line. Winters residents desire a compact and enforceable Urban Growth Boundary that will actually limit urban sprawl, encourage appropriate infill development, protect the open spaces and agricultural areas surrounding the City, and which may be modified only under certain conditions. This Initiative will accomplish those goals consistent with the General Plan's statements about the need for an Urban Limit Line.

12. **Exception to Voter Approval Requirement for Compliance with State and Federal Housing Law.** This Initiative allows the City Council to amend the location of the UGB and/or redesignate lands outside the UGB before November 3, 2040 only under certain limited circumstances, including where the City Council determines that doing so is necessary to comply with State or federal housing law. The City may invoke this exception only if it first makes certain factual findings, supported by substantial evidence. This exception protects the City by providing an “escape hatch” in the unlikely event that application of the UGB results in violation of a specific provision of State or federal law. It also protects the intent of the voters, by (i) ensuring that the UGB is consistent with State and federal housing law, and (ii) delineating the narrow circumstances under which the City Council may avoid the Initiative’s voter approval requirement.

SECTION 2: GENERAL PLAN AMENDMENTS

This Initiative hereby amends the City of Winters General Plan (“General Plan”), as amended through July 21, 2020, the date that the Winters City Council voted to submit the Initiative to the voters (“Submittal Date”). The amendments in subsections A and B of this Section 2 may be changed before November 3, 2040 only by a vote of the people.

A. General Plan Land Use Diagram Amendments:

The General Plan Land Use Diagram, attached as Exhibit A for informational purposes only, is hereby amended to include an Urban Growth Boundary (“UGB”), established in the location indicated on the diagram attached as Exhibit B. Although the UGB is in places coterminous with the City Limit, the two lines are independent of one another in legal significance and purpose.

As shown on the diagram attached as Exhibit B, the General Plan Land Use Diagram is further amended to designate as “Specific Plan” lands outside of the UGB that were previously designated as of the Submittal Date, with the exception of the incorporated island of City land to the northwest of the City, beyond the UGB, which retains its Public / Quasi-Public designation. The UGB shall remain in the location as set forth in Exhibit B and the lands designated as “Specific Plan” shall retain that designation until such time that a new specific plan is approved by a vote of the people in accordance with Policy I.A.15 as established by this Initiative. Upon the approval of the specific plan by the voters of the City, the UGB shall be extended to the outer boundaries of the specific plan area that are outside the City limits, but not further than the City’s sphere of influence as it existed on the Submittal Date, and lands designated as “Specific Plan” shall be re-designated in a manner consistent with the provisions of the approved specific plan.

Except for the location of the UGB and the designation of certain lands outside the UGB as “Specific Plan,” the information depicted on Exhibit B is provided for informational purposes only and is not readopted by this Initiative.

B. General Plan Text Amendments:

Text to be inserted in the General Plan is indicated in **bold type**. The General Plan is hereby amended to add the following new Policies:

1. On Page II-2 of the General Plan, add the following Policies I.A.12., I.A.13., I.A.14., and I.A.15. below existing Policy I.A.11:

Policy I.A.12.

Creation of Urban Growth Boundary. In 2020, the people of the City of Winters approved the Winters Urban Growth Boundary and Community-Based Planning Initiative, which created an Urban Growth Boundary (“UGB”) to protect the unique character of the City of Winters and the agriculture and open space character of the surrounding areas. The UGB is a line beyond which urban development is not allowed. Except for public parks, public educational facilities (such as public schools and public colleges), and public wastewater, sewer, storm drain, and water recycling facilities, only uses consistent with both (1) the General Plan “Open Space” land use designation as this designation existed on July 21, 2020¹; and (2) the uses of “Open-space land” as set forth in Government Code section 65560, subsections (h), (h)(1), (h)(2), (h)(3), and (h)(4), in effect on July 21, 2020², are allowed outside the UGB.

¹ Open Space (OS): “This designation provides for agricultural uses, recreational uses, riparian vegetation and wildlife habitat protection, water retention, public and quasi-public uses, and similar and compatible uses consistent with the open space purposes of this designation. The FAR shall not exceed 0.05. The precise location of the boundary of the Open Space designation along Putah and Dry Creeks shall be determined by the City in conjunction with individual project proposals based on creek setback requirements and site-specific conditions.”

² Government Code section 65560(h): “ ‘Open-space land’ means any parcel or area of land or water that is devoted to an open-space use as defined in this section, and that is designated on a local, regional, or state open-space plan as any of the following:

(1) Open space for the preservation of natural resources, including, but not limited to, areas required for the preservation of plant and animal life, including habitat for fish and wildlife species; areas required for ecologic and other scientific study purposes; rivers, streams, bays, and estuaries; and coastal beaches, lakeshores, banks of rivers and streams, and watershed lands.

(2) Open space used for the managed production of resources, including, but not limited to, forest lands, rangeland, agricultural lands, and areas of economic importance for the production of food or fiber; areas required for recharge of groundwater basins; bays, estuaries, marshes, rivers, and streams that are important for the management of commercial fisheries; and areas containing major mineral deposits, including those in short supply.

(3) Open space for outdoor recreation, including, but not limited to, areas of outstanding scenic, historic, and cultural value; areas particularly suited for park and recreation purposes, including access to lakeshores, beaches, and rivers and streams; and areas that (footnote continued on next page)

The City of Winter's UGB reflects a commitment to direct future growth within (i) the City's existing urban areas (ii) those areas planned for urban development in the existing City limits and (iii) those areas included in a specific plan if approved by a vote of the people in accordance with Policy I.A.15. in order to prevent urban sprawl into the agriculturally and environmentally important areas surrounding the City. The UGB protects the health, safety, welfare, and quality of life of the City's residents by concentrating future residential, commercial, and industrial growth in areas already served by urban services. The UGB complements General Plan policies encouraging infill development and supporting a thriving Central Business District. The policies implementing the UGB allow sufficient flexibility within its limits to respond to the City's changing needs over time.

Policy I.A.13.

Implementation of Urban Growth Boundary. Until November 3, 2040, the following General Plan provisions, as adopted by the Winters Urban Growth Boundary and Community-Based Planning Initiative, may not be amended or repealed except by a vote of the people: Policy I.A.12., Policy I.A.13., Policy I.A.14., and Policy I.A.15.

(a) Until November 3, 2040, lands outside the UGB as shown on the Land Use Diagram may be re-designated, and the location of the UGB depicted on the General Plan Land Use Diagram may be amended, only in accordance with the Community-Based Specific Planning Process established by Policy I.A.15., by a vote of the people, or by the City Council pursuant to the procedures set forth in subsections (b) and (c) below.

(b) The City Council may, if it deems it to be in the public interest, amend the location of the UGB depicted on the General Plan Land Use Diagram, provided that the amended boundary is within or coextensive with the limits of the UGB as established by the Winters Urban Growth Boundary and Community-Based Planning Initiative. The City Council may, if it deems it to be in the public interest, re-designate lands outside the UGB, provided that the new designation allows only uses consistent with both: (1) the General Plan "Open Space" land use designation as this designation existed on July 21, 2020; and (2) the uses of "Open-space land" as set forth in Government

serve as links between major recreation and open-space reservations, including utility easements, banks of rivers and streams, trails, and scenic highway corridors.

(4) Open space for public health and safety, including, but not limited to, areas that require special management or regulation because of hazardous or special conditions such as earthquake fault zones, unstable soil areas, flood plains, watersheds, areas presenting high fire risks, areas required for the protection of water quality and water reservoirs, and areas required for the protection and enhancement of air quality."

Code section 65560, subsections (h), (h)(1), (h)(2), (h)(3), and (h)(4), in effect on July 21, 2020.

(c) The City Council may amend the location of the UGB located on the General Plan Land Use Diagram and/or re-designate lands outside the UGB, if the City Council determines that doing so is necessary to comply with State or federal law regarding the provision of housing for all segments of the community. The City Council may do so only if it first makes each of the following findings based on substantial evidence:

- (1) A specific provision of State or federal law requires the City to accommodate the housing that will be permitted by the amendment;
- (2) The amendment permits no greater density than that necessary to accommodate the required housing;
- (3) An alternative site that is within the UGB is not available to satisfy the specific State or federal housing law; and
- (4) The land proposed to be brought within the UGB is as close as feasible to (i) the existing UGB, and (ii) available water and sewer connections.

(d) After November 3, 2040, this Policy I.A.13. shall have no further force and effect, and the City Council, if it deems it in the public interest, may amend the General Plan Land Use Diagram, the location of the UGB, and other General Plan provisions addressed by this Policy I.A.13. in accordance with State law without a vote of the people. However, unless and until the City Council makes any such amendment, the UGB shall remain in place and Policy I.A.12. shall retain its full force and effect.

(e) The City shall not take any action that is inconsistent with Policy I.A.12., Policy I.A.13., Policy I.A.14. or Policy I.A.15. of the General Plan.

Policy I.A.14.

No Effect on Existing Facilities.

(a) Nothing in the Winters Urban Growth Boundary and Community-Based Planning Initiative is intended to prohibit the City from providing urban services, including sewer services, to the El Rio Villa Housing Development, located at 63 Shams Way.

(b) Notwithstanding the fact that a portion of the City's Wastewater Treatment Facility is located on an incorporated island to the northwest of the City beyond the UGB, nothing in the Winters Urban Growth Boundary and Community-Based Planning Initiative is intended to prohibit or otherwise affect the City's operation of its Wastewater Treatment Facility.

Policy I.A.15

Community-Based Specific Planning Process.

Those areas that are located outside the UGB but within the City's sphere of influence³ may be developed for urban uses following the approval of, and to the extent consistent with, a specific plan in accordance with this Policy. Following the approval of such specific plan in accordance with this Policy, the UGB shall be relocated to the outer limits of the specific plan area outside the existing City limits, but not further than the City's existing sphere of influence. The Community-Based Specific Planning Process shall be as follows:

(a) The initial Community-Based Specific Planning Process shall develop a specific plan that includes (i) all lands north of the existing City limits that are within the City limits, and (2) all lands within the City limits that are north of Moody Slough Road. If the initial process does not result in a specific plan that is approved by a vote of the people, the City may thereafter initiate a community based specific planning process that includes some or all of the areas designated "Specific Plan" with such other areas within the sphere of influence as the City Council deems appropriate, provided that the development and approval of the specific plan must comply with this Policy. The goal of this process is to develop an integrated land use plan for the undeveloped land to the north of the developed area of the City with substantial community input and direction, and in a manner that makes sense for the City of Winters today and into the future.

(b) The development of the specific plan will be directed by a Specific Plan Committee that will include two members from each of the following groups:

- (i) City residents at large
- (ii) City Council
- (iii) Planning Commission
- (iv) Keep Winters Winters, a local community organization
- (v) Representatives of the Winters business community
- (vi) Non-resident stakeholders

For subsequent specific planning processes in the event that the initial process does not result in an approved specific plan, if Keep Winters Winters is no longer operating as an active organization in the City, the City may appoint two members of a local organization or organizations engaged in local land use planning issues on behalf of Winters' residents to the two seats on the committee that are designated for Keep Winters Winters.

³ All references to the City's "sphere of influence" in this Policy I.A.15 are to the City's sphere of influence as it existed (i.e., at the boundaries in effect) as of July 21, 2020.

(c) **Once appointed the Specific Plan Committee will establish its own operating procedures, subject to City Council approval. The Specific Plan Committee may appoint an executive committee from its own members. The Committee will be subject to the requirements of the Brown Act (Government Code Section 54950 *et seq.*) and members of the public and interested parties shall have the right to attend and participate in the Specific Plan Committee's meetings.**

(d) **The Specific Plan Committee shall develop, through a public process with substantial community input, a specific plan for consideration by the City Council in accordance with Government Code Section 65450 *et seq.* The City will provide staff and consulting assistance to further the development of the specific plan as directed by the City Council, provided that the City staff and consultants will not direct the development of the Specific Plan.**

(e) **The Specific Plan shall include "Baseline Plan Features" such as the total number of residential units in the specific plan area, residential densities total open space acreage, public facilities, recreational facilities, or other similar features and requirements that cannot be eliminated, significantly modified or reduced without voter approval.**

(f) **In order to take effect and allow for the relocation of the UGB as provided herein, the final specific plan developed through this process must be approved by the voters. Prior to submitting a specific plan developed pursuant to this process to the voters, the City Council must comply with all applicable laws, including the California Environmental Quality Act ("CEQA").**

(g) **Nothing in this Policy is intended to, or shall be construed as, limiting the power of the voters to change or otherwise affect the areas subject to this Initiative.**

- C. **General Plan Conforming Amendments:** The General Plan is further amended as set forth below in this Section 2.C in order to promote internal consistency among the various sections of the General Plan. Text to be inserted in the General Plan is indicated in **bold** type. Text to be deleted from the General Plan is indicated in ~~strikeout~~ type. Text in standard type currently appears in the General Plan and is not changed or readopted by this Initiative. The language adopted in the following amendments may be further amended as appropriate without a vote of the people, during the course of further updates and revisions to the General Plan, in a manner consistent with Policies I.A.12., I.A.13., I.A.14. and I.A.15. of the General Plan.

1. The second full paragraph on page I-1 of Part 1, Land Use/Circulation Diagrams and Standards, is amended as follows:

The *Land Use Diagram* (inserted separately) depicts proposed land use for Winters within the Urban Limit Line through the year 2010. **The Winters Urban Growth Boundary and Community-Based Planning Initiative, adopted by voters in 2020, created an Urban Growth Boundary, a line beyond which urban development is not allowed, with limited exceptions for certain public facilities. The Urban Growth Boundary is also depicted on the Land Use Diagram, and, as a general rule, may not be amended until November 3, 2040 without approval by the voters of a specific plan in accordance with the Community-Based Specific Planning Process set forth in Policy I.A.15., or a vote of the people.** The boundary lines between most land use designations are delineated as specifically as possible, generally following parcel lines. In the case of future parks and schools, however, the locations shown on the Land Use Diagram are conceptual, not parcel specific.

2. On Page I-4 of the General Plan, add the following paragraph below the third full paragraph entitled “Agriculture (AG)”:

Specific Plan (SP)

This designation requires that a specific plan be approved for the applicable area in accordance with Government Code Section 65450 *et seq.* and Policy I.A.15. of this General Plan. This designation only applies to lands that are outside of the existing City boundaries as of July 21, 2020 and therefore until a specific plan is approved for the applicable area the zoning and land use designations of the County of Yolo shall apply to the designated areas. Upon approval of a specific plan by the voters of the City in accordance with Policy I.A.15., the land use designation shall be amended in a manner consistent with the approved specific plan.

3. Policy I.A.2., on page II-1 of Section I, Land Use, is amended as follows:

The City shall designate an Urban Limit Line delineating the area to be urbanized within the time frame of the General Plan and designed to accommodate a population of 12,500 by the year 2010. **In 2020, the voters adopted the Winters Urban Growth Boundary and Community-Based Planning Initiative, which created an Urban Growth Boundary, a line beyond which urban development is not allowed, with limited exceptions for certain public facilities. As a general rule, the Urban Growth Boundary may not be amended until November 3, 2040 without approval by the voters of a specific plan in accordance with the Community-Based Specific Planning Process set forth in Policy I.A.15., or a vote of the people.**

4. Policy I.A.10., on page II-2 of Section I, Land Use, is amended as follows:

~~The City shall designate land adjacent to the Urban Limit Line in the northwest part of Winters as Urban Study Area for future consideration of incorporated development. (See Figure II-2.) [Intentionally Omitted]~~
5. Implementation Program II.3., on page II-13 of Section II, Housing, is deleted as follows:

~~The City shall work with property owners and developers in the preparation and processing of master development plans and specific plans for unincorporated areas and in the expeditions annexation of such lands.~~
6. Policy VI.B.1., on page II-45 of Section VI, Natural Resources, is amended as follows:

The City shall support the continuation of agricultural and related uses on lands within the Urban Limit Line designated for urban uses until urban development is imminent, **provided that any such development must be consistent with the Winters Urban Growth Boundary and Community-Based Planning Initiative, adopted by voters in 2020.**
7. Policy VI.B.3., on page II-46 of Section VI, Natural Resources, is amended as follows:

~~Along the northern and western portion of the Urban Limit Line n~~New residential development that abuts designated and active agricultural land shall incorporate buffers to minimize agricultural-residential conflicts and nuisance problems. The size of the buffer zone shall be determined by the type of agricultural activities involved. The buffer zone may consist of open space, recreational uses, landscaped areas, streets or other non-intensive uses.
8. Implementation Program VI.11., on page II-53 of Section VI, Natural Resources, is amended as follows:

The City shall prepare guidelines for the type and width of buffers between new residential developments and active agricultural uses ~~outside the Urban Limit Line~~ to be used in the review of subdivision proposals.

SECTION 3: IMPLEMENTATION

- A. **Effective Date:** “Effective Date” means the date that the Initiative became effective pursuant to State law.
- B. **City of Winters General Plan:** Upon the Effective Date of this Initiative, the provisions of Section 2 of the Initiative are hereby inserted into the City of Winters General Plan, as an amendment thereof; except that if the four amendments of the mandatory elements of the General Plan permitted by State law for any given calendar year have already been utilized in the year in which the Initiative becomes effective, this General Plan amendment shall be the first amendment inserted into the City of Winters General Plan on January 1 of the following year. Upon the Effective Date of this Initiative, any

provisions of the Municipal Code or of any other City of Winters ordinance or resolution that are inconsistent with the provisions adopted by this Initiative shall not be applied or enforced in a manner inconsistent with this Initiative.

- C. **Interim Amendments:** The City of Winters General Plan in effect on the Submittal Date as amended by this Initiative comprises an integrated, internally consistent, and compatible statement of policies for the City of Winters. In order to ensure that nothing in this Initiative measure would prevent the General Plan from being an integrated, internally consistent, and compatible statement of the policies of the City, as required by State law, and to ensure that the actions of the voters in enacting this Initiative are given effect, any amendment or update to the General Plan that is adopted between the Submittal date and the date that the General Plan is amended by this Initiative measure shall, to the extent that such interim-enacted provision is inconsistent with the General Plan provisions adopted by this Initiative, be amended as soon as possible to ensure consistency between the provisions adopted by this Initiative and other provisions of the General Plan.
- D. **Reorganization:** The General Plan may be reorganized or updated, or readopted in different format, and individual provisions may be renumbered or reordered, in the course of ongoing updates of the General Plan in accordance with the requirements of State law, provided that the provisions of Section 2.A and 2.B of this Initiative shall remain in the General Plan through at least November 3, 2040, unless earlier repealed or amended by vote of the people of the City of Winters.
- E. **Implementing Ordinances:** The City Council is authorized, after a duly noticed public hearing, to adopt implementing ordinances, guidelines, rules, and/or regulations, as necessary, to further the purposes of this Initiative.
- F. **Exemptions:** The provisions of this Initiative shall not apply to the extent, but only to the extent, that they would violate the constitution or laws of the United States or the State of California. Should any application of the Initiative effect an unconstitutional taking of private property, an exemption is permitted only to the minimum extent necessary to avoid such a taking. Likewise, this Initiative shall not apply to any development project or ongoing activity that has obtained, as of the Effective Date of the Initiative, a vested right pursuant to State law.

SECTION 4: EFFECT OF COMPETING OR ALTERNATIVE MEASURE ON THE SAME BALLOT

This Initiative adopts a comprehensive scheme to establish an Urban Growth Boundary for the City of Winters. By voting for this Initiative, the voters expressly declare their intent that any other measure which appears on the same ballot as this Initiative and addresses the existence or location of an Urban Growth Boundary for the City of Winters, or conflicts with any provision of this Initiative, shall be deemed to conflict with the entire cohesive scheme adopted by this Initiative. Because of this conflict, if this Initiative and any such other City of Winters measure receive a majority of votes by the voters voting thereon at the same election, then the measure receiving the most votes in favor shall prevail and no provision of the other measure shall take

effect. For the purposes of this Section 4, any other measure that appears on the same ballot as this Initiative and purports to amend any provision of this Initiative shall be deemed to directly conflict with this entire Initiative.

SECTION 5: SEVERABILITY AND INTERPRETATION

This Initiative shall be broadly construed in order to achieve its purpose.

This Initiative shall be interpreted so as to be consistent with all applicable Federal, State, and County laws, rules, and regulations. If any section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Initiative. The voters hereby declare that this Initiative, and each section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion thereof would have been adopted or passed even if one or more sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, parts, or portions were declared invalid or unconstitutional. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity shall not affect any application of this Initiative that can be given effect without the invalid application.

Any singular term shall include the plural and any plural term shall include the singular. The title and captions of the various sections in this Initiative are for convenience and organization only, and are not intended to be referred to in construing the provisions of this Initiative.

SECTION 6: AMENDMENT OR REPEAL

Except as otherwise provided herein, this Initiative may be amended or repealed only by a vote of the people of the City of Winters.

Exhibits:

Exhibit A: City of Winters General Plan Land Use Diagram

Exhibit B: City of Winters General Plan Land Use Diagram (as amended by the *Winters Urban Growth Boundary and Community-Based Planning Initiative*, showing location of UGB and designation of lands outside of the UGB)



WINTERS GENERAL PLAN LAND USE

Land Use Designations

- NC Neighborhood Commercial
- CBD Central Business District
- D-A Downtown A
- D-B Downtown B
- OF Office
- BP Business/Industrial Park
- HSC Highway Service Commercial
- LI Light Industrial
- HI Heavy Industrial
- LR Low Density Residential
- MR Medium Density Residential
- MHR Medium/High Density Residential
- HR High Density Residential
- RR Rural Residential
- PQP Public/Quasi-Public
- PR Parks and Recreation
- OS Open Space
- AG Agriculture
- CITY LIMITS

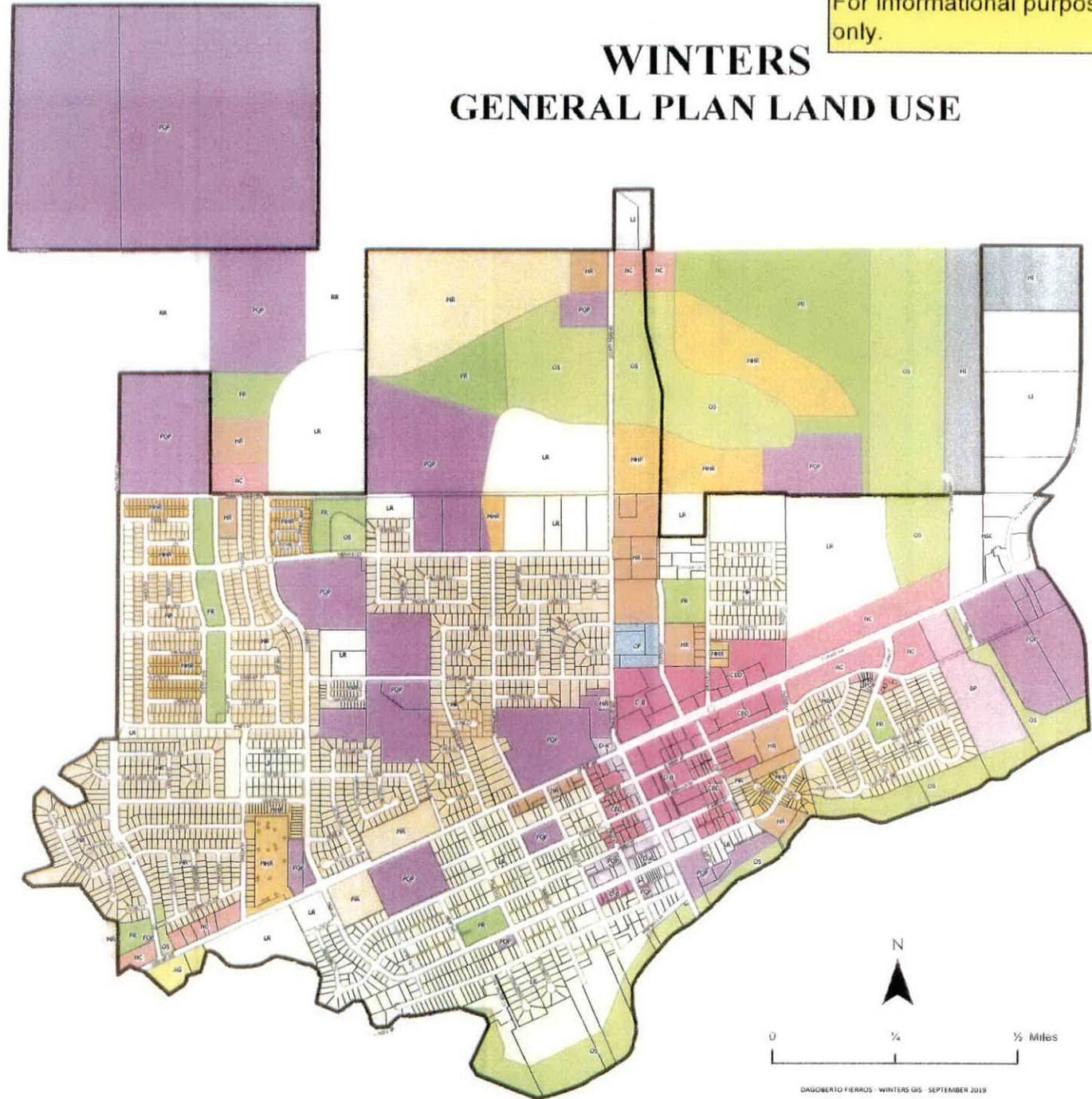


Exhibit B

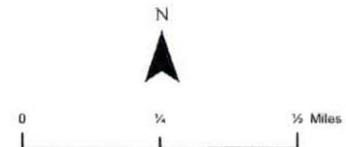
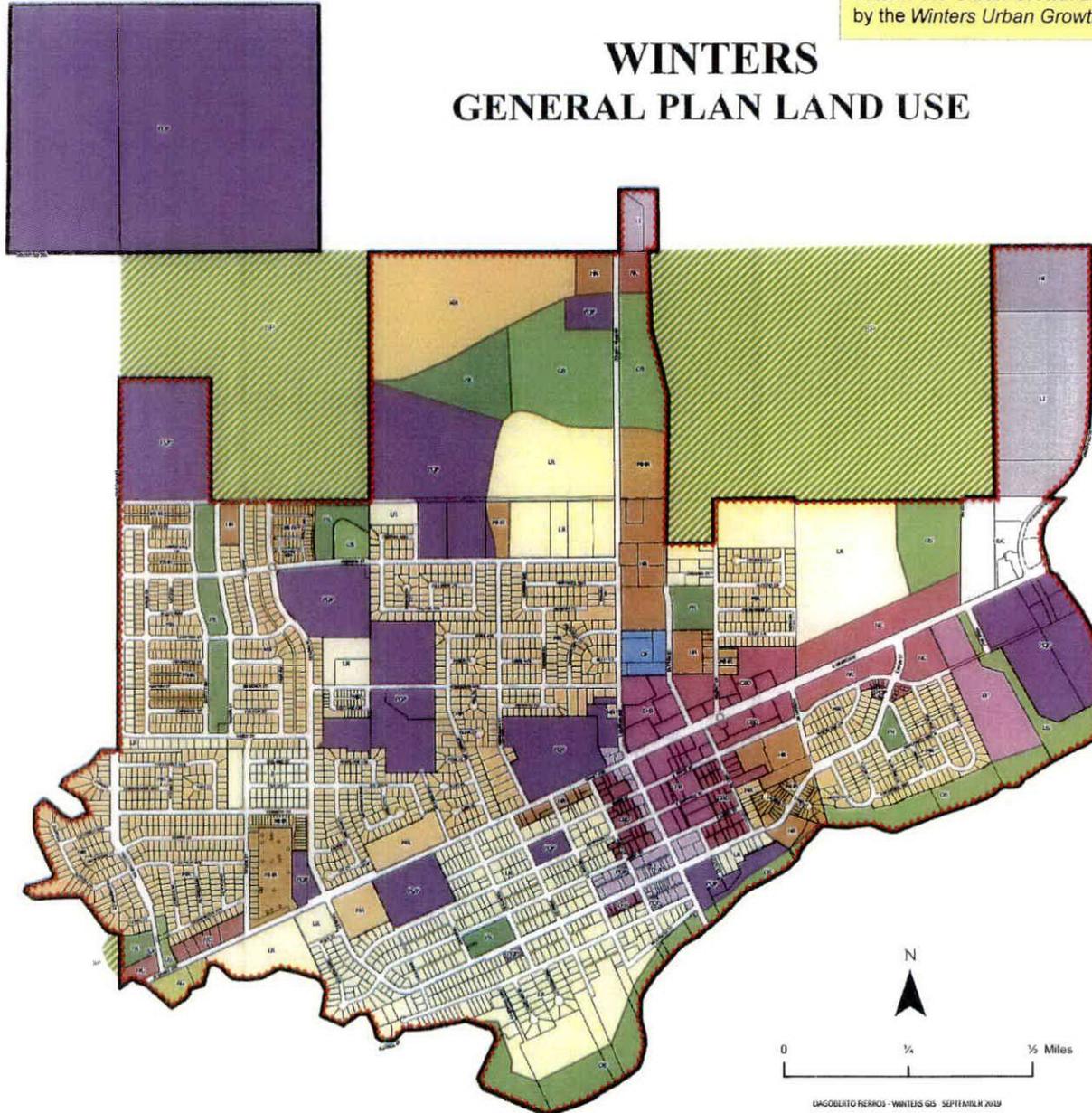
This Land Use Diagram shows the location of the Urban Growth Boundary and the designation of lands outside the Urban Growth Boundary as established by the *Winters Urban Growth Boundary Initiative*.



WINTERS GENERAL PLAN LAND USE

Land Use Designations

- NC Neighborhood Commercial
- CBD Central Business District
- D-A Downtown A
- D-B Downtown B
- OF Office
- BP Business/Industrial Park
- HSC Highway Service Commercial
- LI Light Industrial
- HI Heavy Industrial
- LR Low Density Residential
- MR Medium Density Residential
- MHR Medium/High Density Residential
- HR High Density Residential
- RR Rural Residential
- POP Public/Quasi-Public
- PR Parks and Recreation
- OS Open Space
- AG Agriculture
- SP Specific Plan
- CITY LIMITS
- URBAN GROWTH BOUNDARY



ENSOBLATO FERRIS - WINTERS GIS - SEPTEMBER 2010

RESOLUTION NO. 2020-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY AT THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 A PROPOSED MEASURE AMENDING THE CITY OF WINTERS GENERAL PLAN; REQUESTING THE YOLO COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 PURSUANT TO ELECTIONS CODE SECTION 10403; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS; AND PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING THE MEASURE TO BE SUBMITTED AT THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION

WHEREAS, pursuant to Elections Code section 9222, the City of Winters may hold an election for the purpose of submitting to the voters a proposition to amend the City's General Plan; and

WHEREAS, a petition was filed with the City Council of the City of Winters, signed by more than ten percent (10%) of the number of registered voters of the City, to submit to the qualified electors a proposed measure amending the City of Winters General Plan to establish an Urban Growth Boundary and, through November 3 2050, to prohibit urban development outside of that boundary, subject to certain exceptions; and

WHEREAS, in accordance with the State Elections Code, at its July 7, 2020 meeting the City Council passed Resolution No. 2020-33, calling an election for consideration of the proposed measure amending the City of Winters General Plan to establish an Urban Growth Boundary and through November 3, 2050, to prohibit urban development outside of that boundary, subject to certain exceptions; and

WHEREAS, in consultation with the proponents of the proposed measure described above, the City has prepared an alternative measure that would amend the City of Winters General Plan to establish an Urban Growth Boundary and through November 3, 2040 prohibit urban development outside of that boundary, subject to certain exceptions, but would also adopt a community driven planning process that could be used to develop a specific plan for areas that are outside of the initial Urban Growth Boundary but have historically been contemplated as part of the City's planning area; and

WHEREAS, the City Council desires, with the support of the proponents of the original measure, to submit this new measure to the voters at the November 3, 2020 General Municipal Election that would establish an Urban Growth Boundary and through November 3, 2040 prohibit urban developer outside that boundary, subject to certain exceptions, and would enact a community driven specific planning process that would apply to certain lands located outside of the current City limits but within the City's sphere of influence; and

WHEREAS, the City Council therefore desires to consolidate this election with the Statewide General Election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINTERS AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

SECTION 2. There is called and ordered to be held in the City of Winters on Tuesday, November 3, 2020, a Special Municipal Election for the purpose of submitting the following proposed measure/General Plan amendment:

Shall an initiative measure amending the City of Winters General Plan to (1) establish an Urban Growth Boundary that would prohibit urban development outside of that boundary, subject to certain exceptions, and (2) adopt a community driven planning process that would apply to areas outside the City limits but within the City's sphere of influence, be adopted?	Yes
	No

SECTION 3. The text of the measure submitted to the voters attached hereto as Exhibit A is hereby submitted to the voters; and

SECTION 4. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Yolo is hereby requested to consent and agree to the consolidation of said election with the Statewide General Election on Tuesday, November 3, 2020.

SECTION 5. The Registrar of Voters is authorized to canvass the returns of the Special Municipal Election. The election shall be held in all respects as if there were only one election and only one form of ballot shall be used.

SECTION 6. The City of Winters recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 7. The City Clerk is authorized, instructed and directed to coordinate with the County of Yolo Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 8. The ballots to be used at the election shall be in form and content as required by law. Voters shall vote yes or no.

SECTION 9. The consolidated election shall be held and conducted in the manner prescribed in Section 10418 of the Elections Code of the State of California.

SECTION 10. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of Yolo.

SECTION 11. Direct Arguments and Impartial Analysis.

A. Direct Arguments in favor of or against the measure shall be prepared and filed with the City Clerk in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and any other applicable provisions of law.

B. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the voter information guide along with the ballot measure as provided by law. The impartial analysis shall be filed by the deadline set for filing of direct arguments. The impartial analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the measure is not printed on the ballot, nor in the voter information guide of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **“The above statement is an impartial analysis of Measure A. If you desire a copy of the measure, please call the election official’s office at (530) 794-6702 and a copy will be mailed at no cost to you.”**

SECTION 12. Rebuttals. Pursuant to Section 9285 of the Elections Code of the State of California, when the City Clerk has selected the direct arguments for and against the measure which will be printed and distributed to the voters, the City Clerk shall send copies of the direct argument in favor of the measure to the authors of the direct argument against, and copies of the direct argument against to the authors of the direct argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 13. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.

SECTION 14. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

SECTION 15. This Resolution shall become effective upon its adoption.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Winters at a meeting thereof on the 21st day of July, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Wade Cowan, Mayor

Attest:

Tracy S. Jensen, City Clerk

EXHIBIT A

Winters Urban Growth Boundary and Community-Based Planning Initiative

[Attached behind this cover page]

~~To the Honorable Clerk of the City of Winters: We, the undersigned, registered and qualified voters of the City of Winters, hereby propose an initiative measure to amend the Winters General Plan. We petition you to submit this measure to the City Council of the City of Winters for adoption without change, or for submission of the measure to the voters of the City of Winters at the earliest election for which it qualifies. The measure provides as follows:~~

Winters Urban Growth Boundary and Community-Based Planning Initiative

The people of the City of Winters do hereby ordain as follows:

SECTION 1: PURPOSE, EFFECT, AND FINDINGS

- A. **Purpose and effect:** This *Winters Urban Growth Boundary and Community-Based Planning Initiative* (“Initiative”) promotes stability and community participation in long-term planning for the City of Winters by creating a cornerstone policy within the General Plan that establishes geographic limits for long-term development while allowing sufficient flexibility within those limits to respond to the City’s changing needs over time, and developing a community driven approach to planning that will solicit input from a broad range of stakeholders to plan for the future of certain areas located outside the existing City limits that have been contemplated for potential future urban development. This Initiative amends the City’s General Plan to establish an Urban Growth Boundary (“UGB”) for the City. The UGB is a boundary outside of which urban development will not be allowed, except for certain public facilities. Only uses consistent with the General Plan “Open Space” land use designation and certain provisions of Government Code section 65560(h) that define “Open-space land” are permitted outside the UGB. The Initiative will also establish a community driven specific planning process, pursuant to which the City will appoint a committee consisting of a diverse group of stakeholders to develop a proposed specific plan that encompasses areas located outside of the City’s existing jurisdictional boundaries but within the City’s current sphere of influence and other areas within the City’s boundaries as necessary or appropriate to provide for an integrated, cohesive planning effort. The specific plan that is developed through this process must be approved by a vote of the people, and following voter approval the UGB would be extended to the outer limits of the specific plan area outside the City limits, but not beyond the City’s current sphere of influence. With certain limited exceptions where the City Council makes specific findings, this UGB may not be amended until November 3, ~~2050~~2040, except by a vote of the people.
- B. **Findings:** The people of the City of Winters find that this Initiative promotes the health, safety, welfare, and quality of life of the City’s residents, based upon the following:
1. **The City’s Small-Town Character and Rural Identity.** Incorporated in 1898, the City has long maintained its unique, small-town character by ensuring that development reflects the City’s strong relationship to its historic features. This Initiative promotes the City’s commitment to its small-town character by concentrating future development within existing City limits. This Initiative protects the City’s rural identity by ensuring that Winters remains bounded by natural open space and working agricultural lands that separate it from adjacent communities. At the same time, the Initiative promotes Winters’

economy by allowing appropriate economic development in accordance with the City's unique local conditions.

2. **The City's Agricultural Heritage.** The City has a rich agricultural heritage, which remains a vital part of the local economy. This Initiative promotes the continued viability of agriculture and agri-tourism in the Winters area by protecting agricultural lands from urban encroachment and ensuring that agricultural lands remain a natural buffer between Winters and surrounding communities.
3. **The City's Open Spaces and Natural Environment.** The City is surrounded by working agricultural lands, as well as ranchlands, open spaces, and scenic areas. Protecting and maintaining the City's natural open space resources—which include creeks, meadows, hills, woodlands, and vistas—is necessary to preserve their watershed protection, habitat preservation, recreational, and aesthetic values.
4. **The City's Future Development.** The City's General Plan calls for compact, sequenced development to promote well-planned and efficient growth consistent with the limits imposed by the City's infrastructure. The Plan prioritizes commercial infill development in the Central Business District and calls for new development only where the capacity of public services is sufficient to accommodate that development. This Initiative will promote sustainable job creation by encouraging infill development that will enhance and revitalize the Central Business District, guide growth in a compact and efficient manner, ~~and~~ foster neighborhood development, and encourage community driven planning that engages the entirety of the Winters community in planning for the future of the City. This Initiative is designed to minimize traffic and reduce air pollution and greenhouse gas emissions.
5. **The City's Prosperity and Fiscal Health.** Winters residents wish to avoid premature investments in expensive new and expanded infrastructure. This Initiative will ensure that new growth in the City will be planned in light of resource capacity constraints. By encouraging infill development and well planned growth, the Initiative will ensure the efficient use of the City's existing infrastructure.
6. **The City's Housing Supply and the Provision of Affordable Housing.** The City's General Plan promotes efficient and affordable housing in Winters through measures that encourage mixed use development in the Central Business District, housing infill, and the construction of accessory units. The City's housing plan shows that land within the UGB can accommodate more than 400% of the residential units required to meet current State housing goals at all affordability levels. As a result, the land use and housing policies established in the General Plan, including policies relating to land already within the UGB, are sufficient to address the expected increase in the City's population. This Initiative will further encourage the City to continue to meet the housing needs of all economic segments of the population, including lower and moderate income households, by, among other things, directing housing development into areas where services and infrastructure can be provided more cost-effectively.

7. **The City's Water Needs.** The City is dependent on groundwater to meet its residents' water needs. It is critical that the City conserve its water supplies and protect its aquifers from overdraft. Infill development, such as that encouraged by this Initiative, promotes water conservation by reducing lot size and landscaping.
8. **Community Planning Effort.** In planning for the future of those areas outside the existing City limits but within the City's sphere of influence, the City desires to engage in a community driven planning effort, utilizing the expertise and drawing on the experience of local residents, business people, and other stakeholders. The planning effort will be led by a committee of interested stakeholders reflecting a range of perspectives and backgrounds. This community driven planning effort is intended to culminate in the development of a specific plan covering those lands outside of the City limits but within the City's sphere of influence, along with those lands within the City limits as are necessary or appropriate to provide for thoughtful, cohesive planning of undeveloped areas within the City's sphere of influence. The specific plan then must be approved by a vote of the people in order to take effect. This process allows the community as a whole to have a dialogue over how to best plan for the future of the undeveloped areas north of the developed City as an integrated whole, and gives the people of the City the opportunity to vote on the specific plan developed through this process.
9. ~~8.~~ **No Effect on Lands Within the UGB.** This Initiative will not affect land use regulations or land use designations within the UGB, or the City Council's ability to change them.
10. ~~9.~~ **No Effect on County Land Use Designations Outside of the UGB.** The County of Yolo has land use regulatory control of the lands north of the UGB, and has designated those lands as "Agricultural Intensive." This Initiative will not affect those designations.
11. ~~10.~~ **Relationship to the Urban Limit Line.** As part of its May 19, 1992 adoption of the General Plan, the City adopted an Urban Limit Line. The General Plan Background Report, also adopted on May 19, 1992, provides that the Urban Limit Line is "[a] boundary located to mark the outer limit beyond which urban development will not be allowed. It has the aim of discouraging urban sprawl by containing urban development during a specified period, and its location may be modified over time." General Plan Policy I.A.2. provides that the City "shall designate an Urban Limit Line delineating the area to be urbanized within the time frame of the General Plan and designed to accommodate a population of 12,500 by the year 2010." Notwithstanding these references to the Urban Limit Line, the City's current General Plan Land Use Diagram does not depict or reference the Urban Limit Line. Winters residents desire a compact and enforceable Urban Growth Boundary that will actually limit urban sprawl, encourage appropriate infill development, protect the open spaces and agricultural areas surrounding the City, and which may be modified only under certain conditions. This Initiative will accomplish those goals consistent with the General Plan's statements about the need for an Urban Limit Line.

12. ~~11.~~ **Exception to Voter Approval Requirement for Compliance with State and Federal Housing Law.** This Initiative allows the City Council to amend the location of the UGB and/or redesignate lands outside the UGB before November 3, ~~2050~~2040 only under certain limited circumstances, including where the City Council determines that doing so is necessary to comply with State or federal housing law. The City may invoke this exception only if it first makes certain factual findings, supported by substantial evidence. This exception protects the City by providing an “escape hatch” in the unlikely event that application of the UGB results in violation of a specific provision of State or federal law. It also protects the intent of the voters, by (i) ensuring that the UGB is consistent with State and federal housing law, and (ii) delineating the narrow circumstances under which the City Council may avoid the Initiative’s voter approval requirement.

SECTION 2: GENERAL PLAN AMENDMENTS

This Initiative hereby amends the City of Winters General Plan (“General Plan”), as amended through ~~March 4~~July 21, 2020, the date that the ~~notice of intention to circulate this~~Winters City Council voted to submit the Initiative ~~was submitted to the elections official of the City of Winters to the voters~~ (“Submittal Date”). The amendments in subsections A and B of this Section 2 may be changed before November 3, 2040 only by a vote of the people.

A. General Plan Land Use Diagram Amendments:

The General Plan Land Use Diagram, attached as Exhibit A for informational purposes only, is hereby amended to include an Urban Growth Boundary (“UGB”), established in the location indicated on the diagram attached as Exhibit B. Although the UGB is in places coterminous with the City Limit, the two lines are independent of one another in legal significance and purpose.

As shown on the diagram attached as Exhibit B, the General Plan Land Use Diagram is further amended to designate as ~~“Open Space~~Specific Plan” lands outside of the UGB that were previously designated as of the Submittal Date, with the exception of the incorporated island of City land to the northwest of the City, beyond the UGB, which retains its Public / Quasi-Public designation. The UGB shall remain in the location as set forth in Exhibit B and the lands designated as “Specific Plan” shall retain that designation until such time that a new specific plan is approved by a vote of the people in accordance with Policy I.A.15 as established by this Initiative. Upon the approval of the specific plan by the voters of the City, the UGB shall be extended to the outer boundaries of the specific plan area that are outside the City limits, but not further than the City’s sphere of influence as it existed on the Submittal Date, and lands designated as “Specific Plan” shall be redesignated in a manner consistent with the provisions of the approved specific plan.

Except for the location of the UGB and the designation of certain lands outside the UGB as ~~“Open Space~~Specific Plan,” the information depicted on Exhibit B is provided for informational purposes only and is not readopted by this Initiative.

B. General Plan Text Amendments:

Text to be inserted in the General Plan is indicated in **bold** type. The General Plan is hereby amended to add the following new Policies:

1. On Page II-2 of the General Plan, add the following Policies I.A.12., I.A.13., ~~and I.A.14.,~~ and I.A.15. below existing Policy I.A.11.:

Policy I.A.12.

Creation of Urban Growth Boundary. In 2020, the people of the City of Winters approved the Winters Urban Growth Boundary and Community-Based Planning Initiative, which created an Urban Growth Boundary (“UGB”) to protect the unique character of the City of Winters and the agriculture and open space character of the surrounding areas. The UGB is a line beyond which urban development is not allowed. Except for public parks, public educational facilities (such as public schools and public colleges), and public wastewater, sewer, storm drain, and water recycling facilities, only uses consistent with both (1) the General Plan “Open Space” land use designation as this designation existed on ~~March 4~~July 21, 2020¹; and (2) the uses of “Open-space land” as set forth in Government Code section 65560, subsections (h), (h)(1), (h)(2), (h)(3), and (h)(4), in effect on ~~March 4~~July 21, 2020², are allowed outside the UGB.

¹ Open Space (OS): “This designation provides for agricultural uses, recreational uses, riparian vegetation and wildlife habitat protection, water retention, public and quasi-public uses, and similar and compatible uses consistent with the open space purposes of this designation. The FAR shall not exceed 0.05. The precise location of the boundary of the Open Space designation along Putah and Dry Creeks shall be determined by the City in conjunction with individual project proposals based on creek setback requirements and site-specific conditions.”

² Government Code section 65560(h): “ ‘Open-space land’ means any parcel or area of land or water that is devoted to an open-space use as defined in this section, and that is designated on a local, regional, or state open-space plan as any of the following:

(1) Open space for the preservation of natural resources, including, but not limited to, areas required for the preservation of plant and animal life, including habitat for fish and wildlife species; areas required for ecologic and other scientific study purposes; rivers, streams, bays, and estuaries; and coastal beaches, lakeshores, banks of rivers and streams, and watershed lands.

(2) Open space used for the managed production of resources, including, but not limited to, forest lands, rangeland, agricultural lands, and areas of economic importance for the production of food or fiber; areas required for recharge of groundwater basins; bays, estuaries, marshes, rivers, and streams that are important for the management of commercial fisheries; and areas containing major mineral deposits, including those in short supply.

(3) Open space for outdoor recreation, including, but not limited to, areas of outstanding scenic, historic, and cultural value; areas particularly suited for park and recreation

The City of Winter's UGB reflects a commitment to direct future growth within (i) the City's existing urban areas (ii) those areas planned for urban development in the existing City limits and (iii) those areas included in a specific plan if approved by a vote of the people in accordance with Policy L.A.15. in order to prevent urban sprawl into the agriculturally and environmentally important areas surrounding the City. The UGB protects the health, safety, welfare, and quality of life of the City's residents by concentrating future residential, commercial, and industrial growth in areas already served by urban services. The UGB complements General Plan policies encouraging infill development and supporting a thriving Central Business District. The policies implementing the UGB allow sufficient flexibility within its limits to respond to the City's changing needs over time.

Policy I.A.13.

Implementation of Urban Growth Boundary. Until November 3, ~~2050~~2040, the following General Plan provisions, as adopted by the Winters Urban Growth Boundary and Community-Based Planning Initiative, may not be amended or repealed except by a vote of the people: Policy I.A.12., Policy I.A.13., ~~and~~ Policy I.A.14., and Policy I.A.15.

(a) Until November 3, ~~2050~~2040, lands outside the UGB as shown on the Land Use Diagram may be redesignated, and the location of the UGB depicted on the General Plan Land Use Diagram may be amended, only in accordance with the Community-Based Specific Planning Process established by Policy I.A.15. by a vote of the people, or by the City Council pursuant to the procedures set forth in subsections (b) and (c) below.

(b) The City Council may, if it deems it to be in the public interest, amend the location of the UGB depicted on the General Plan Land Use Diagram, provided that the amended boundary is within or coextensive with the limits of the UGB as established by the Winters Urban Growth Boundary and Community-Based Planning Initiative. The City Council may, if it deems it to be in the public interest, redesignate lands outside the UGB, provided that the new designation allows only uses consistent with both: (1) the General Plan "Open Space" land use designation as this designation existed on ~~March 4~~July 21, 2020; and (2) the uses of "Open-space land" as set forth in

purposes, including access to lakeshores, beaches, and rivers and streams; and areas that serve as links between major recreation and open-space reservations, including utility easements, banks of rivers and streams, trails, and scenic highway corridors.

(4) Open space for public health and safety, including, but not limited to, areas that require special management or regulation because of hazardous or special conditions such as earthquake fault zones, unstable soil areas, flood plains, watersheds, areas presenting high fire risks, areas required for the protection of water quality and water reservoirs, and areas required for the protection and enhancement of air quality."

Government Code section 65560, subsections (h), (h)(1), (h)(2), (h)(3), and (h)(4), in effect on ~~March 4~~ July 21, 2020.

(c) The City Council may amend the location of the UGB located on the General Plan Land Use Diagram and/or redesignate lands outside the UGB, if the City Council determines that doing so is necessary to comply with State or federal law regarding the provision of housing for all segments of the community. The City Council may do so only if it first makes each of the following findings based on substantial evidence:

- (1) A specific provision of State or federal law requires the City to accommodate the housing that will be permitted by the amendment;
- (2) The amendment permits no greater density than that necessary to accommodate the required housing;
- (3) An alternative site that is within the UGB is not available to satisfy the specific State or federal housing law; and
- (4) The land proposed to be brought within the UGB is as close as feasible to (i) the existing UGB, and (ii) available water and sewer connections.

(d) After November 3, ~~2050~~ 2040, this Policy I.A.13. shall have no further force and effect, and the City Council, if it deems it in the public interest, may amend the General Plan Land Use Diagram, the location of the UGB, and other General Plan provisions addressed by this Policy I.A.13. in accordance with State law without a vote of the people. However, unless and until the City Council makes any such amendment, the UGB shall remain in place and Policy I.A.12. shall retain its full force and effect.

(e) The City shall not take any action that is inconsistent with Policy I.A.12., Policy I.A.13., ~~or~~ Policy I.A.14. or Policy I.A.15. of the General Plan.

Policy I.A.14.

No Effect on Existing Facilities.

(a) Nothing in the Winters Urban Growth Boundary and Community-Based Planning Initiative is intended to prohibit the City from providing urban services, including sewer services, to the El Rio Villa Housing Development, located at 63 Shams Way.

(b) Notwithstanding the fact that a portion of the City's Wastewater Treatment Facility is located on an incorporated island to the northwest of the City beyond the UGB, nothing in the Winters Urban Growth Boundary and Community-Based Planning Initiative is intended to prohibit or otherwise affect the City's operation of its Wastewater Treatment Facility.

Policy I.A.15

Community-Based Specific Planning Process.

Those areas that are located outside the UGB but within the City's sphere of influence³ may be developed for urban uses following the approval of, and to the extent consistent with, a specific plan in accordance with this Policy. Following the approval of such specific plan in accordance with this Policy, the UGB shall be relocated to the outer limits of the specific plan area outside the existing City limits, but not further than the City's existing sphere of influence. The Community-Based Specific Planning Process shall be as follows:

(a) The initial Community-Based Specific Planning Process shall develop a specific plan that includes (i) all lands north of the existing City limits that are within the City limits, and (2) all lands within the City limits that are north of Moody Slough Road. If the initial process does not result in a specific plan that is approved by a vote of the people, the City may thereafter initiate a community based specific planning process that includes some or all of the areas designated "Specific Plan" with such other areas within the sphere of influence as the City Council deems appropriate, provided that the development and approval of the specific plan must comply with this Policy. The goal of this process is to develop an integrated land use plan for the undeveloped land to the north of the developed area of the City with substantial community input and direction, and in a manner that makes sense for the City of Winters today and into the future.

(b) The development of the specific plan will be directed by a Specific Plan Committee that will include two members from each of the following groups:

- (i) City residents at large
- (ii) City Council
- (iii) Planning Commission
- (iv) Keep Winters Winters, a local community organization
- (v) Representatives of the Winters business community
- (vi) Non-resident stakeholders

For subsequent specific planning processes in the event that the initial process does not result in an approved specific plan, if Keep Winters Winters is no longer operating as an active organization in the City, the City may appoint two members of a local organization or organizations engaged in local land use planning issues on behalf of Winters' residents to the two seats on the committee that are designated for Keep Winters Winters.

³ All references to the City's "sphere of influence" in this Policy I.A.15 are to the City's sphere of influence as it existed (i.e., at the boundaries in effect) as of July 21, 2020.

(c) Once appointed the Specific Plan Committee will establish its own operating procedures, subject to City Council approval. The Specific Plan Committee may appoint an executive committee from its own members. The Committee will be subject to the requirements of the Brown Act (Government Code Section 54950 et seq.) and members of the public and interested parties shall have the right to attend and participate in the Specific Plan Committee's meetings.

(d) The Specific Plan Committee shall develop, through a public process with substantial community input, a specific plan for consideration by the City Council in accordance with Government Code Section 65450 et seq. The City will provide staff and consulting assistance to further the development of the specific plan as directed by the City Council, provided that the City staff and consultants will not direct the development of the Specific Plan.

(e) The Specific Plan shall include "Baseline Plan Features" such as the total number of residential units in the specific plan area, residential densities total open space acreage, public facilities, recreational facilities, or other similar features and requirements that cannot be eliminated, significantly modified or reduced without voter approval.

(f) In order to take effect and allow for the relocation of the UGB as provided herein, the final specific plan developed through this process must be approved by the voters. Prior to submitting a specific plan developed pursuant to this process to the voters, the City Council must comply with all applicable laws, including the California Environmental Quality Act ("CEQA").

(g) Nothing in this Policy is intended to, or shall be construed as, limiting the power of the voters to change or otherwise affect the areas subject to this Initiative.

- C. **General Plan Conforming Amendments:** The General Plan is further amended as set forth below in this Section 2.C in order to promote internal consistency among the various sections of the General Plan. Text to be inserted in the General Plan is indicated in **bold** type. Text to be deleted from the General Plan is indicated in ~~strikeout~~ type. Text in standard type currently appears in the General Plan and is not changed or readopted by this Initiative. The language adopted in the following amendments may be further amended as appropriate without a vote of the people, during the course of further updates and revisions to the General Plan, in a manner consistent with Policies I.A.12., I.A.13., ~~and~~ I.A.14. and I.A.15. of the General Plan.

1. The second full paragraph on page I-1 of Part 1, Land Use/Circulation Diagrams and Standards, is amended as follows:

The *Land Use Diagram* (inserted separately) depicts proposed land use for Winters within the Urban Limit Line through the year 2010. **The Winters Urban Growth Boundary and Community-Based Planning Initiative, adopted by voters in 2020, created an Urban Growth Boundary, a line beyond which urban development is not allowed, with limited exceptions for certain public facilities. The Urban Growth Boundary is also depicted on the Land Use Diagram, and, as a general rule, may not be amended until November 3, ~~2050~~ without 2040 without approval by the voters of a specific plan in accordance with the Community-Based Specific Planning Process set forth in Policy I.A.15., or a vote of the people.** The boundary lines between most land use designations are delineated as specifically as possible, generally following parcel lines. In the case of future parks and schools, however, the locations shown on the Land Use Diagram are conceptual, not parcel specific.

2. On Page I-4 of the General Plan, add the following paragraph below the third full paragraph entitled "Agriculture (AG)":

Specific Plan (SP)

This designation requires that a specific plan be approved for the applicable area in accordance with Government Code Section 65450 et seq. and Policy I.A.15. of this General Plan. This designation only applies to lands that are outside of the existing City boundaries as of July 21, 2020 and therefore until a specific plan is approved for the applicable area the zoning and land use designations of the County of Yolo shall apply to the designated areas. Upon approval of a specific plan by the voters of the City in accordance with Policy I.A.15., the land use designation shall be amended in a manner consistent with the approved specific plan.

3. ~~2.~~ Policy I.A.2., on page II-1 of Section I, Land Use, is amended as follows:

The City shall designate an Urban Limit Line delineating the area to be urbanized within the time frame of the General Plan and designed to accommodate a population of 12,500 by the year 2010. **In 2020, the voters adopted the Winters Urban Growth Boundary and Community-Based Planning Initiative, which created an Urban Growth Boundary, a line beyond which urban development is not allowed, with limited exceptions for certain public facilities. As a general rule, the Urban Growth Boundary may not be amended until November 3, ~~2050~~ without 2040 without approval by the voters of a specific plan in accordance with the Community-Based Specific Planning Process set forth in Policy I.A.15., or a vote of the people.**

4. ~~3.~~ Policy I.A.10., on page II-2 of Section I, Land Use, is amended as follows:

~~The City shall designate land adjacent to the Urban Limit Line in the northwest part of Winters as Urban Study Area for future consideration of incorporated development. (See Figure II-2.) [Intentionally Omitted]~~

5. ~~4.~~ Implementation Program II.3., on page II-13 of Section II, Housing, is deleted as follows:

~~The City shall work with property owners and developers in the preparation and processing of master development plans and specific plans for unincorporated areas and in the expeditions annexation of such lands.~~

6. ~~5.~~ Policy VI.B.1., on page II-45 of Section VI, Natural Resources, is amended as follows:

The City shall support the continuation of agricultural and related uses on lands within the Urban Limit Line designated for urban uses until urban development is imminent, **provided that any such development must be consistent with the Winters Urban Growth Boundary and Community-Based Planning Initiative, adopted by voters in 2020.**

7. ~~6.~~ Policy VI.B.3., on page II-46 of Section VI, Natural Resources, is amended as follows:

~~Along the northern and western portion of the Urban Limit Line n~~New residential development that abuts designated and active agricultural land shall incorporate buffers to minimize agricultural-residential conflicts and nuisance problems. The size of the buffer zone shall be determined by the type of agricultural activities involved. The buffer zone may consist of open space, recreational uses, landscaped areas, streets or other non-intensive uses.

8. ~~7.~~ Implementation Program VI.11., on page II-53 of Section VI, Natural Resources, is amended as follows:

The City shall prepare guidelines for the type and width of buffers between new residential developments and active agricultural uses ~~outside the Urban Limit Line~~ to be used in the review of subdivision proposals.

SECTION 3: IMPLEMENTATION

- A. **Effective Date:** “Effective Date” means the date that the Initiative became effective pursuant to State law.
- B. **City of Winters General Plan:** Upon the Effective Date of this Initiative, the provisions of Section 2 of the Initiative are hereby inserted into the City of Winters General Plan, as an amendment thereof; except that if the four amendments of the mandatory elements of the General Plan permitted by State law for any given calendar year have already been utilized in the year in which the Initiative becomes effective, this General Plan amendment shall be the first amendment inserted into the City of Winters General Plan

on January 1 of the following year. Upon the Effective Date of this Initiative, any provisions of the Municipal Code or of any other City of Winters ordinance or resolution that are inconsistent with the provisions adopted by this Initiative shall not be applied or enforced in a manner inconsistent with this Initiative.

- C. Interim Amendments:** The City of Winters General Plan in effect on the Submittal Date as amended by this Initiative comprises an integrated, internally consistent, and compatible statement of policies for the City of Winters. In order to ensure that nothing in this Initiative measure would prevent the General Plan from being an integrated, internally consistent, and compatible statement of the policies of the City, as required by State law, and to ensure that the actions of the voters in enacting this Initiative are given effect, any amendment or update to the General Plan that is adopted between the Submittal date and the date that the General Plan is amended by this Initiative measure shall, to the extent that such interim-enacted provision is inconsistent with the General Plan provisions adopted by this Initiative, be amended as soon as possible to ensure consistency between the provisions adopted by this Initiative and other provisions of the General Plan.

~~**D. Other City Plans, Ordinances, and Policies:** The City of Winters is hereby authorized and directed to amend the City of Winters General Plan and other ordinances and policies affected by this Initiative as soon as possible and periodically thereafter as necessary to ensure consistency between the provisions adopted in this Initiative and other sections of the General Plan and other City plans, ordinances, and policies.~~

- D. E.-Reorganization:** The General Plan may be reorganized or updated, or readopted in different format, and individual provisions may be renumbered or reordered, in the course of ongoing updates of the General Plan in accordance with the requirements of State law, provided that the provisions of Section 2.A and 2.B of this Initiative shall remain in the General Plan through at least November 3, ~~2050~~2040, unless earlier repealed or amended by vote of the people of the City of Winters.

- E. F.-Implementing Ordinances:** The City Council is authorized, after a duly noticed public hearing, to adopt implementing ordinances, guidelines, rules, and/or regulations, as necessary, to further the purposes of this Initiative.

- E. G.-Exemptions:** The provisions of this Initiative shall not apply to the extent, but only to the extent, that they would violate the constitution or laws of the United States or the State of California. Should any application of the Initiative effect an unconstitutional taking of private property, an exemption is permitted only to the minimum extent necessary to avoid such a taking. Likewise, this Initiative shall not apply to any development project or ongoing activity that has obtained, as of the Effective Date of the Initiative, a vested right pursuant to State law.

SECTION 4: EFFECT OF COMPETING OR ALTERNATIVE MEASURE ON THE SAME BALLOT

This Initiative adopts a comprehensive scheme to establish an Urban Growth Boundary for the City of Winters. By voting for this Initiative, the voters expressly declare their intent that any other measure which appears on the same ballot as this Initiative and addresses the existence or location of an Urban Growth Boundary for the City of Winters, or conflicts with any provision of this Initiative, shall be deemed to conflict with the entire cohesive scheme adopted by this Initiative. Because of this conflict, if this Initiative and any such other City of Winters measure receive a majority of votes by the voters voting thereon at the same election, then the measure receiving the most votes in favor shall prevail and no provision of the other measure shall take effect. For the purposes of this Section 4, any other measure that appears on the same ballot as this Initiative and purports to amend any provision of this Initiative shall be deemed to directly conflict with this entire Initiative.

SECTION 5: SEVERABILITY AND INTERPRETATION

This Initiative shall be broadly construed in order to achieve its purpose.

This Initiative shall be interpreted so as to be consistent with all applicable Federal, State, and County laws, rules, and regulations. If any section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Initiative. The voters hereby declare that this Initiative, and each section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion thereof would have been adopted or passed even if one or more sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, parts, or portions were declared invalid or unconstitutional. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity shall not affect any application of this Initiative that can be given effect without the invalid application.

Any singular term shall include the plural and any plural term shall include the singular. The title and captions of the various sections in this Initiative are for convenience and organization only, and are not intended to be referred to in construing the provisions of this Initiative.

SECTION 6: AMENDMENT OR REPEAL

Except as otherwise provided herein, this Initiative may be amended or repealed only by a vote of the people of the City of Winters.

Exhibits:

Exhibit A: City of Winters General Plan Land Use Diagram

Exhibit B: City of Winters General Plan Land Use Diagram (as amended by the *Winters Urban Growth Boundary and Community-Based Planning Initiative*, showing location of UGB and designation of lands outside of the UGB)

Summary report: Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 7/17/2020 12:51:31 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://image/iManage/33109800/1	
Modified DMS: iw://image/iManage/33099145/5	
Changes:	
<u>Add</u>	82
Delete	39
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	121