Winters Regular Council Meeting

Tuesday, February 4, 2025 @ 6:30 PM
AGENDA

Members of the City Council

Albert Vallecillo, Mayor
Bill Biasi, Mayor Pro-Tempore
Richard Casavecchia
Jesse Loren
Carol Scianna

Meeting Information
Winters City Council meetings are conducted in person at City Hall Council Chambers 318 1st Street, accessible via the Abbey St side entrance. As a courtesy, and technology permitting, members of the public may continue to participate virtually. However, the City cannot guarantee that the public's access to teleconferencing technology will be uninterrupted, and technical difficulties may occur from time to time. Unless required by the Brown Act, City Council meetings will continue despite technical difficulties for participants using the teleconferencing option.

Zoom:

https://us02web.zoom.us/j/85023197139?pwd=U2xRNUg1U0V6T1ZqUlBGTlVZRlJjdz09

Phone: 1 669 444 9171 US

Meeting ID: 850 2319 7139 Passcode: 405995

1. If you are joining the meeting via Zoom and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The chair will call you by name or phone number when it is your turn to comment. Speakers will be limited to 3:00 minutes.

2. If you choose not to observe the City Council meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Monday prior to the City Council meeting. Please submit your comment to the City Clerk at cityclerk@cityofwinters.org. All public comments submitted to the City Clerk will be summarized and read into record but will not be read verbatim due to time limitations

1. ROLL CALL

2. PLEDGE OF ALLIEGENCE

3. APPROVAL OF THE AGENDA

4. COUNCIL/STAFF COMMENTS

5. 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 matters 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.

6. CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and noncontroversial, 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. First Amendment to Subrecipient Agreement No. 23-86 with the Winters Joint Unified School District Regarding Community Development Block Grant CARES ACT for COVID-19 Response and Recovery for Public Services (CDBG-CV)

Staff Report - First Amendment to Subrecipient Agreement
Attachment 1 - Resolution Approving First Amendment to Subrecipient Agreement
Attachment 1, Exhibit A - First Amendment- CDBG-CV Agreement-WJUSD-c1.docx

B. Resolution 2025-82 Accepting the Pool Resurfacing Project located at 708 Railroad Ave. as Complete and Directing the City Clerk to File a Notice of Completion

Staff Report NOC_ Pool Resurfacing Project-c1.doc
Attachment 1 - Resolution2025 - NOC Pool Resurfacing Project-c1.docx
Attachment 2 - Notice of Completion
Attachment 3 - New Pool.jpg
Attachment 3 - New Stairs and Rails.jpg
Attachment 3 - New Tile.jpg
Attachment 3 - Old Stairs.jpg
Attachment 3 - Old Step Insterts.jpg
Attachment 3 - Resurfacing.jpg

C. Appointment of Kristine DeGuerre to Yolo County Waste Advisory Committee

Staff_Report-WAC_Advisory_Appointee.doc
2025-81_Reso_WAC_Appointment_Kristine_DeGuerre.doc

D. Minutes of the Regular Meeting of the Winters City Council Held on January 21, 2025

City of Winters Minutes January 21 2025 Council Meeting-c1.docx

E. Resolution 2025-83 Approving the License Agreement with Solano Subbasin Groundwater Sustainability Agency (Solano GSA) for Access to City Property for the Purpose of Groundwater Monitoring.

Staff_Report_License Agreement.doc
Attachment 1 - Resolution_License Agreement.doc
Attachment 1 , Exhibit A - Agreement with Solano Subbasin GSA.pdf

F. Resolution No. 2025-84 Approving First Amendment to Professional Service Agreement with Hinderliter, de Llamas and Associates (HdL) to Increase by $24,000 for a Total Not-to-Exceed Amount of $42,000 and Authorizing the City Manager to Execute Said Amendment.
Staff_Report_First_Amendment_to_HdL_PSA.doc
Resolution_2025-84_HDL.docx
Attachment 1, Exhibit A HDL Cannabis Management.docx.pdf
Attachment 2 - HdL Agreement

7. PRESENTATIONS

A. Presentation of Yolo County Housing Strategic Plan 2025-2029 by Ian Evans, Executive Director, Yolo County Housing
Staff Report - YCH Presentation

8. DISCUSSION ITEMS

9. CITY MANAGER REPORT

10. INFORMATION ONLY

11. ADJOURNMENT
I declare under penalty of perjury that the foregoing agenda for the regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Council Members 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 January 30, 2025, and made available to the public during normal business hours.

_____
Zorina Treat, Deputy City Clerk
Winters City Council Agenda

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 http://www.cityofwinters.org/city-council-meetings_/

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: http://www.cityofwinters.org/city-council-meetings_/

City Council agenda packets and any attachments to the agenda that are not available online may be viewed at the City Clerk's Office at City Hall - 318 First Street.

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.

A recording of any streamed City Council meeting can be viewed later at http://www.cityofwinters.org/city-council-meeting-recordings/.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: February 4, 2025

FROM: Jeremy Craig, City Manager

SUBJECT: First Amendment to Subrecipient Agreement No. 2023-86 with the Winters Joint Unified School District Regarding the Community Development Block Grant CARES ACT for COVID-19 Response and Recovery for Public Services

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RECOMMENDATION: Staff recommends that City Council:

1) Adopt Resolution 2025-XX Approving the First Amendment to Subrecipient Agreement No. 2023-86 Community Development Block Grant CARES ACT for COVID-19 Response and Recovery for Public Services, and Authorizing the City Manager to Execute Said Amendment

BACKGROUND: The California Department of Housing and Community Development Department (HCD) received funding from the United States Department of Housing and Urban Development (HUD) CDBG Program and allocated funds to CDBG eligible, non-entitlement jurisdictions. Federal funds were authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and were allocated to eligible jurisdictions to perform activities related to COVID-19 response and recovery. The CARES Act provided extra CDBG funds specifically targeted to prevent, prepare for, and respond to the coronavirus pandemic. The CDBG-CV funding was narrowly tailored to specific activities.

DISCUSSION:

On November 21, 2023, City and WJUSD entered into a Subrecipient Agreement No. 23-86 in support of disadvantaged youth, supplemental educational support and other programs to assist primary school age children overcome the obstacles that COVID-19 remote education and hybrid education have placed on families most in need. The Agreement states “providing educational, academic, social and emotional wellbeing support and services to 100 unduplicated disadvantaged youth and their families in the broader Winters community”.

HCD offered the opportunity for jurisdictions to extend the term of CDBG-CV Agreements through March 31, 2025. The City and WJUSD were interested in this term extension.

Therefore, staff recommends that the City Council approve the Resolution and First Amendment to Subrecipient Agreement No. 2023-86 with WJUSD to change the term of the

agreement to “begin on November 1, 2023 and end on March 31, 2025 unless funds are exhausted or sooner terminated, as provided in this Agreement”.

FISCAL IMPACT: This action does not represent a fiscal impact to the City of Winters.

ATTACHMENTS:

1. Resolution 2025-XX

Resolution No. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT NO. 23-86 COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT FOR COVID-19 RESPONSE AND RECOVERY FOR PUBLIC SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT

WHEREAS, on November 21, 2023, the City of Winters ("City") and Winters Joint Unified School District ("Subrecipient") entered into Subrecipient Agreement No. 23-86 for the provision of educational, academic, social and emotional well-being support and services to 100 unduplicated disadvantaged youth and their families in the broader Winters community in the not-to-exceed amount of $312,213; and

WHEREAS, City and Subrecipient desire to amend the Agreement to extend the term of the agreement to end on March 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Winters hereby approves the First Amendment to the Subrecipient Agreement No. 23-86 with the Winters Joint Unified School District ("First Amendment"), attached hereto as Exhibit A, and authorizes the City Manager to execute the First Amendment.

DULY AND REGULARLY ADOPTED this 4th day of February 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Zorina Treat, Deputy City Clerk

EXHIBIT A

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT
No. 23-86

Community Development Block Grant CARES ACT for COVID-19 Response and Recovery for Public Services (CDBG-CV)

CITY OF WINTERS

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT
No. 23-86

Community Development Block Grant CARES ACT for COVID-19
Response and Recovery for Public Services (CDBG-CV)

This First Amendment to Subrecipient Agreement ("First Amendment") is made and entered into on February 4, 2025, by and between the City of Winters, a California municipal corporation ("City") and the Winters Joint Unified School District ("District") a California Public School District. City and District are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

RECITALS

A. On November 21, 2023, City and District entered into a Subrecipient Agreement ("Agreement No. 23-86" or "Agreement").

B. City and District desire to amend the Agreement to extend the term of the Agreement as approved by the California Department of Housing and Community Development CDBG-CV Program.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated into this First Amendment by reference.

2. **Amendment**. Section E. of the Agreement is hereby amended in its entirety to read as follows:

> **E. "Term.** The term of this Agreement shall begin on November 1, 2023 and end on March 31, 2025 unless funds are exhausted or sooner terminated, as provided in this Agreement".

3. **Severability.** If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect".

4. **Continuing Effect of Agreement.** Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this First Amendment. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment".

IN WITNESS WHEREOF, the Parties have entered into this First Amendment on the day and year set forth above.

CITY OF WINTERS

Albert Vallecillo, Mayor
Winters City Council

WINTERS JOINT UNIFIED SCHOOL DISTRICT
Employer ID - 58-1944410

Dr. Rody Boonchouy
Superintendent

Approved as to Form

City Attorney
Ethan Walsh

CITY COUNCIL
STAFF REPORT

TO: Mayor and Council members

DATE: February 4, 2025

FROM: Eric Lucero, Public Works Director of Operations & Maintenance

THROUGH: Jeremy Craig, City Manager

SUBJECT: Resolution 2025-82 Accepting the Pool Resurfacing Project located at 708 Railroad Ave. as Complete and Directing the City Clerk to File a Notice of Completion

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RECOMMENDATION:

Adopt Resolution 2025-82 accepting the Pool Resurfacing Project located at 708 Railroad Ave. as complete and authorizing the City Clerk to File a Notice of Completion

BACKGROUND:

City staff have been maintaining Bobbie Greenwood Pool located at 708 Railroad Ave for the past several years. The pool sits on property owned by the Winters Joint Unified School District. In recent years, City staff met with District staff to discuss the condition of the pool and repairs that needed immediate attention. After agreeing with the WJUSD staff on the necessary repairs, city staff replaced the controller interface, the heater, the pump, and some smaller items on the list. The larger item pointed out and required by the Yolo County Environmental Health Inspector was to resurface the pool before next season. City staff posted the bid in October 2023 and received the bids on November 20, 2023. The City received three bids, with Professional Pools being the lowest bidder at $185,000. On December 5, 2023, the City Council awarded the contract to Professional Pools.

Discussion:

On February 8, 2024, Professional Pools commenced work on the pool resurfacing project. On April 9, 2024, Professional Pools completed the project in accordance with the approved contract. A change order was necessary for unknown repairs that were found on the steps and siding once the old surface was removed.

- Original Contract: $185,000
- Change Order: $22,500

The work outlined in the agreement with Professional Pools has been completed.

FISCAL IMPACT:
The total cost for the pool resurfacing project was $207,500. Sufficient funds were budgeted in the project budget to cover the cost of this work. Cost will be split 50/50 with the WJUSD. Fund 347 (ARPA)

ATTACHMENTS:
1. Resolution 2025-82
2. Notice of Completion
3. Before and after photos

RESOLUTION. 2025-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ACCEPTING THE POOL RESURFACING PROJECT LOCATED AT 708 RAILROAD AVE. AS COMPLETE AND DIRECTING THE CITY CLERK TO FILE A NOTICE OF COMPLETION

WHEREAS, in recent years, City of Winters staff met with the Winters Joint Unified School District staff to discuss the condition of the Bobbie Greenwood Pool located at 708 Railroad Avenue and repairs requiring immediate attention; and

WHEREAS, Yolo County Environmental Health Inspector required the pool to be resurfaced; and

WHEREAS, the pool is located on District property and at the request of the District, the City conducted a competitive bidding process for the resurfacing of the pool; and

WHEREAS, the City Council awarded the contract to Professional Pools on December 5, 2023; and

WHEREAS, on February 8, 2024, Professional Pools commenced work on the pool resurfacing project and on April 9, 2024, Professional Pools completed the project per plans and specifications to the satisfaction of City Public Works Department.

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

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

Section 2. Approval and Authorization. The City Council hereby:

1. accepts the pool resurfacing project located at 708 Railroad Avenue as complete; and
2. directs the City Clerk to file a Notice of Completion with the County Recorder.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 4th day of February 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Zorina Treat, Deputy City Clerk

Recording Requested by

CITY OF WINTERS

When Recorded Mail To:

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

Exempt from recording fees pursuant to Government Code §§ 6103 and 27383

NOTICE OF COMPLETION
Pool Resurfacing Project located at 708 Railroad Avenue, Winters, CA

NOTICE IS HEREBY GIVEN THAT:

The undersigned is the agent of 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 Winters Joint Unified School District, 909 W. Grant Avenue, Winters, CA 95694.

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: April 9, 2024.

The name of the original contractor for the work of improvement was: Professional Pools.

The kind of work done or finished was the completion of the Pool Resurfacing Project.

The property on which the work of improvement was completed is located at 708 Railroad Ave in the City of Winters, County of Yolo, State of California.

Dated this _____ day of _____, 2025.

_____ _____

City Manager, City of Winters (Name of Agent of Owner)
(Signature of Agent of Owner)

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) 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.)





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CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:February 4, 2025

THROUGH: Jeremy Craig, City Manager

FROM: Kristine DeGuerre, Environmental Services Manager

SUBJECT: Appointment of Kristine DeGuerre to Yolo County Waste Advisory Committee (WAC)

RECOMMENDATION:
Staff recommends Council adopt Resolution No. 2025-81 appointing Kristine DeGuerre as the City of Winters' representative to the Yolo County Waste Advisory Council (WAC) for a four-year term.

BACKGROUND:
The California Integrated Waste Management Act of 1989 mandated the establishment of a task force to coordinate city source reduction and recycling activities. Yolo County adopted an ordinance to create the county-wide WAC and each city provides a representative for the committee. There are a total of 11 members on WAC. A member from each of the four cities within the County sit on WAC. Yolo County Code section 2-2.1804 provides that each term is four years, with one City-appointed member expiring each year, so that the terms are staggered. The City's representative's term expires on January 31, 2025.

DISCUSSION:
Kristine DeGuerre, Environmental Services Manager, currently is the City's representative on WAC. The attached resolution reappoints her to WAC as the City's representative through January 31, 2029.

FISCAL IMPACT:
None

ATTACHMENT:

1. Resolution 2025-81

RESOLUTION NO. 2025-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPOINTING KRISTINE DEGUERRE TO SERVE ON THE YOLO COUNTY WASTE ADVISORY COMMITTEE

WHEREAS, the California Integrated Waste Management Act of 1989 required each County to establish a task force to coordinate city source reduction and recycling activities and to prepare a county-wide sitting element; and

WHEREAS, the County of Yolo adopted an ordinance to add Article 18 to Chapter 2 of Title 2 of the Yolo County Code creating the Yolo County Waste Advisory Committee; and

WHEREAS, the term of the City of Winter's representative to the Waste Advisory Committee expires on January 31, 2025, requiring the Council to appoint a member for a four-year term.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Winters appoint Kristine DeGuerre or her designee, to serve as the City's representative to said Waste Advisory Committee.

PASSED AND ADOPTED at a regular meeting of the Winters City Council on the 4th day of February 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF WINTERS

_____

Albert Vallecillo, Mayor

ATTEST:

_____

Zorina Treat, Deputy City Clerk

Mayor Albert Vallecillo Called the meeting to order at 6:30 PM.

Present: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo

Absent: None

Staff: Acting Interim City Manager Joe Gorton, Assistant City Attorney Joanna Gin, Interim Police Chief Joseph Kreins, Public Works Eric Lucero, Finance Director Cathy Matthews, Senior Planner Kelly Mumper, Fire Chief Jack Snyder, Planner David Storer, Deputy City Clerk Zorina Treat.

PLEDGE OF ALLEGIANCE
Fire Chief Jack Snyder led the Pledge of Allegiance.

APPROVAL OF THE AGENDA
Mayor Albert Vallecillo recommended postponing item 7A, Introduction of Officer Ivan Martinez, to a later agenda due to illness. Assistant City Attorney Joanna Gin recommended moving item 6B concerning the appointment of two Winters Planning Commission members to fill vacant positions with terms ending on January 1, 2027, to the discussion portion of the agenda.

Motion by Council Member Carol Scianna, seconded by Council Member Jesse Loren to approve the agenda as amended. Motion carried unanimously by the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo.

NOES: None

ABSTAIN: None

COUNCIL/STAFF COMMENTS
Mayor Albert Vallecillo introduced Joe Gorton as the Interim acting City Manager during the temporary absence of Jeremy Craig.

Interim Acting City Manager Joe Gorton introduced Kelly Mumper as the new contract planner for the City of Winters.

Kelly Mumper provided a brief introduction, sharing his professional background, including his previous role as the City Planner and Code enforcement Supervisor for the City of Susanville.

Mayor Albert Vallecillo expressed gratitude to the Fire Chief Jack Snyder and the Fire Department for their support in the Southern California fires.

The council commended the fire department for representing the city and supporting statewide efforts.

Verbal Updates were provided by Council Members.

PUBLIC COMMENTS

Kate Laddish recommended moving from a direct appointment process to an open application process for the Natural Resources Commission.

CONSENT CALENDAR

6.A. Warrant Register for the Month of November 2024

6.B. Appointment of Winters Planning Commission Members to fill two vacant positions with terms ending January 1, 2027.

Item B was moved to discussion Items.

6.C. Minutes of the Special Meeting of the Winters City Council Held on December 11, 2024

6.D. Minutes of the Regular Meeting of the Winters City Council Held on December 17, 2024

Interim Acting City Manager Joe Gorton introduced the Consent items, announcing that consent item 6.B. was moved to Discussion Items.

Motion by Council Member Jesse Loren, seconded by Council Member Carol Scianna to approve the Consent Calendar as amended. Motion carried unanimously by the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo.

NOES: None

ABSTAIN: None

PRESENTATIONS

7.A. Introduction of Officer Ivan Martinez

The item will be postponed to a later agenda due to Officer Martinez's illness.

DISCUSSION ITEMS

6.B. Appointment of Winters Planning Commission Members to fill two vacant positions with terms ending January 1, 2027

Council Member Richard Casavecchia requested a summary of applicants.

Mayor Pro Tem Bill Biasi provided an overview of the subcommittee process, stating that Council member Loren and himself conducted the interviews and noted that the Planning commission had been operating with five members instead of the full seven, creating quorum challenges. Summaries of each candidate's background and qualifications were presented.

Motion by Council Member Richard Casavecchia, seconded by Council Member Jesse Loren to approve the Appointment of Eric Dye and Matt Stone to the Planning Commission with terms ending 1/1/2027. Motion carried unanimously by the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo.

NOES: None

ABSTAIN: None

8.A. Public Hearing: Introduce and Waive First Reading of Ordinance No. 2025-01 amending Chapter 5.36 of the Winters Municipal Code relating to Food Vendors.

David Storer with the Planning Department reviewed the proposed food vendor ordinance as directed by the City Council due to the rise in food vendors in the city.

The ordinance differentiates between vendors on private property and those on public property with additional amendments for administrative fines and penalties. Mayor Vallecillo opened the public hearing at 7:05 p.m.

Kate Laddish sought further clarification regarding the lack of limits of sidewalk food vendors and asked Council to consider the caps by quadrants (at Railroad Avenue & Grant Ave.) for

stationary food vendors that were previously considered by the Planning Commission during public comment and expressed concerns regarding the business and community ecosystem. Mayor Vallecillo closed the public hearing at 7:08 p.m.

The council Directed Staff to look at code enforcement issues including the posting of permits, taxes and the status of existing permits for vendors and report back. A map of where stationary food vendors currently allowed to operate and information regarding what is happening with other jurisdictions within were requested.

Motion Council Member Loren, seconded by Council Member Carol Scianna, to continue the public hearing to February 18, 2025. Motion carried unanimously by the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo.

NOES: None

ABSTAIN: None

8.B. Public Hearing: Introduce and Waive First Reading of Ordinance No. 2025-02 amending the Winters Municipal Code, Sections 17.04.140 (Definitions), 17.52.020 (Land Use/Zone Matrix), and 17.205.030 (Commercial Cannabis Uses and Requirements.

David Storer presented a draft ordinance focusing on retail storefront cannabis businesses. The grant received from the Department of Cannabis Control (DCC) was designated for retail licensing. Mayor Vallecillo opened the public hearing at 8:22 p.m.

Resident Jim Hyer expressed concerns about increased crime in the city and asked how cash operations will be tracked. Kate Laddish noted that the ordinance was restrictive, and asked how the location of a retail cannabis storefront will affect businesses around it and whether the businesses should be separated from other businesses operating in the city. Angelica Sanchez with Perfect Union mentioned that the four parcels that allow for retail cannabis are already in use by businesses. Crystal Apilado asked how existing police resources will be impacted by allowing retail cannabis within the city. Mayor Vallecillo closed the public hearing at 8:35 p.m.

Discussion ensued among the Council regarding revising zoning to include C1 and C2 zones instead of limiting to M1/M2, adding back the Farmstead property and the 6-acre site on the south side of Grant Avenue as presented to the Planning Commission. The Council directed staff to provide a revised map with 500-ft buffers from schools, parks, and youth facilities. The City Council also asked staff to clarify with DCC whether additional license types (testing, manufacturing, distribution and micro-businesses) can be included under the existing grant funding. Mayor Pro Tempore Biasi recommended revising the language in Section 17.205.03(B)(4)(b) and elsewhere in the Ordinance directing the City Manager to create procedures to instead refer to City Council creating the procedures by resolution. Staff were directed to have security and enforcement conversations with other city police chiefs and to report back.

Motion by Council Member Jesse Loren, seconded by Council Member Carol Scianna, to continue the public hearing until February 18, 2025. Motion carried unanimously by the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Albert Vallecillo.

NOES: Mayor Pro Tem Bill Biasi

ABSTAIN: None

CITY MANAGER REPORT
None

INFORMATION ONLY
Mayor Albert Vallecillo called for a moment of silence for the victims of the Southern California fires.

ADJOURNMENT
The meeting adjourned at 9:55 p.m.

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Zorina Treat, Deputy City Clerk

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	February 4, 2025
THROUGH:	Jeremy Craig, City Manager
FROM:	Eric Lucero Director of Operations & Maintenance
SUBJECT:	Resolution 2025-XX Approving the License Agreement with Solano Subbasin Groundwater Sustainability Agency (Solano GSA) for Access to City Property for the Purpose of Groundwater Monitoring.

RECOMMENDATION:
Staff recommends that the City Council approve Resolution 2025-XX approving the License Agreement with Solano Subbasin Groundwater Sustainability Agency (Solano GSA) for Access to City Property for the Purpose of Groundwater Monitoring.

BACKGROUND:
Solano GSA has been monitoring the standing water levels at well sites in the areas surrounding the City of Winters and would like to access and collect data from the monitoring wells at the Well 6 site.

Discussion:
Solano GSA seeks to temporarily monitor the standing water levels in the Well 6 along with the other areas of concern within the Solano Subbasin for a term of up to five (5) years to better understand the status and trends of groundwater supply within the Subbasin. The City owns the property located at 501 East Main Street which is the location of Well 6. The City would like to participate in the groundwater monitoring program that Solano GSA has created. Solano GSA will pay for all work and materials associated with this project.

FISCAL IMPACT:
There is no fiscal impact.

ATTACHMENT:

1. Resolution No. 2025-XX, including Exhibit A - License Agreement

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A LICENSE AGREEMENT WITH SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY (SOLANO GSA) FOR ACCESS TO CITY PROPERTY FOR THE PURPOSE OF GROUNDWATER MONITORING

WHEREAS, the Solano Subbasin Groundwater Sustainability Agency ("Solano GSA") is monitoring groundwater in areas adjacent to the Solano Subbasin; and

WHEREAS, the City of Winters ("City") was approached by Solano GSA to use City-owned property to participate in their well monitoring program; and

WHEREAS, the City agreed to allow Solano GSA to use Well 6 located at 501 East Main Street to be part of their monitoring program; and

WHEREAS, Well 6 already has the apparatus to allow for the monitoring equipment to be placed without disrupting the City's existing equipment functions; and

WHEREAS, Solano GSA will pay for all work and materials associated with this project.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Winters approves and authorizes the City Manager to execute the License Agreement with Solano GSA attached hereto as Exhibit A and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 4th day of February 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Zorina Treat, Deputy City Clerk

Exhibit A
License Agreement

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into as of February 4, 2025 ("Effective Date") by and between the Solano Subbasin Groundwater Sustainability Agency ("Solano GSA") and the City of Winters ("Operator"), collectively the "Parties," in consideration of the promises made herein.

RECITALS

A. Operator owns or is the owner representative of the real property located in Yolo County, California, more particularly described in Appendix A attached hereto (the "Property");

B. Operator operates a nest of monitoring wells for Operator's Well No. 6 on the Property, which overlies an "Area of Concern" adjacent to the Solano Subbasin;

C. Solano GSA seeks to temporarily monitor the standing water levels in the wells in the Areas of Concern within the Solano Subbasin for a term of up to five (5) years to better understand the status and trends of groundwater supply within the Subbasin; and

D. The purpose of this Agreement is to set out the terms of Solano GSA's access and use of the Property to carry out the installation and use of well monitoring equipment for the limited purposes identified herein, and to clarify the responsibilities of Operator and Solano GSA as to that relationship.

AGREEMENT

1. Operator agrees to grant and convey to Solano GSA a revocable and non-exclusive right of access to the Property for the limited purposes of probe installation and periodic monitoring at the monitoring wells identified in Appendix A attached hereto and incorporated herein by reference, within the terms outlined in Appendix B attached hereto and incorporated herein by reference.

2. Solano GSA agrees to provide equipment and staff to monitor well standing water levels and provide Operator with access to data for this well periodically, to operate within the operating terms outlined in Appendix B.

3. Minor modifications to the monitoring well heads are specified in Appendix C attached hereto and incorporated herein by reference.

810 Vaca Valley Parkway, Suite 202 Vacaville, California 95688
Phone (707) 451-6090 • FAX (707) 451-6099

SIGNATURE PAGE FOR LICENSE AGREEMENT

IN WITNESS WHEREOF, the Parties have entered into this Agreement as first date listed above.

OPERATOR
City of Winters

_____
City Manager

SOLANO GSA
Solano Subbasin Groundwater Sustainability Agency

_____
Chris Lee, General Manager

Approved as to form:

_____
Ethan Walsh, City Attorney

Attest:

_____
Zorina Treat, Deputy City Clerk

APPENDIX A

Approximate location of monitoring wells for Well No. 6.
Google Maps -GPS coordinates of monitoring wells (see right)
Address: 501 East Main Street, Winters, CA

38	31	37	06	N
121	57	40	85	W



APPENDIX B - OPERATING TERMS:

1) The term of this Agreement shall be five (5) years from the Effective Date.
2) Either Party may terminate this Agreement at any time with 30 days' written notice to the other Party, using the contact information contained herein. If the Agreement is terminated, Solano GSA staff will have 30 days after the effective termination date to access the monitoring wells and remove all Solano GSA equipment, other than permanent alterations approved by Operator in Appendix C.
3) Solano GSA staff will install a small probe in the port in the well, suspended by a thin line anchored to a vented cap at the port of the well head. The probe will be suspended below the standing water level. No permanent modifications will be made to well equipment other than those clearly described and specifically approved by Operator in Appendix C. Solano GSA will pay for all work and materials associated with this project. Operator makes no commitment of payment for any portion of this project.
4) Operator will allow Solano GSA staff pre-arranged periodic access on the Property to the well to install the probe and periodically gather monitoring data. Solano GSA anticipates a need to access the Property approximately once every three (3) months to download collected data to a laptop for further analysis. Solano GSA staff will provide 72 hours' notice to Operator requesting well site visits for probe installation/removal and data collection. If requested, Solano GSA staff will meet Operator at well to view equipment installation/removal or data collection.
5) Solano GSA staff will make all reasonable efforts to ensure their activities have minimal impact on Operator's well operations.
6) Operator staff will control access to utility yard at all times.
7) Operator will advise Solano GSA staff in advance of well maintenance requiring removal of probe.
8) If necessary, in emergency situations, Operator will carefully remove and store probe and promptly notify Solano GSA staff.
9) Solano GSA staff will use the data collected from monitoring activities to better understand the status and trends of local groundwater conditions in furtherance of Solano GSA purposes.
10) Operator will be given access to well data collected for Operator's specific well and periodic summaries of aggregated project findings. Given the public project funding, data for this well will become part of the permanent public record of well data. Well locations will be identified only by GPS coordinates, not by street location, or owner name.
11) GSA Staff should be contacted in this order:
    First- Mark Grismer, hydrologist. text/cell 530 304 5797/ megrismer@ucdavis.edu
    Second-Jay Cuetara, Solano County Water Agency text/cell 707 249 3695/ jcuetara@scwa2.com
    Third- Herb Wimmer… text/cell 510 928 1810/ hwimmer@pacbell.net
12) Operator Staff should be contacted through Eric Lucero at (530) 794-530-794-6715 / eric.lucero@cityofwinters.org or as otherwise directed by Operator.
13) Solano GSA will ensure no harm comes to Operator's well / equipment as a result of this project. If damage were to occur, Solano GSA will cover the reasonable costs of repair, but not for temporary loss of use while repairs are being made. During the term of this Agreement, Solano GSA shall defend, indemnify and hold the Operator, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Solano GSA, its officials, officers, employees, subcontractors, if any, consultants or agents in connection with the access to and activities on the Property conducted by Solano GSA under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses, except for any claims,

demands, causes of action, costs, expenses, liabilities, losses, damage or injuries arising through the negligence or willful misconduct of the Operator, or its officials, directors, officers, employees, agents or independent contractors.

APPENDIX C: PERMANENT ALTERATIONS TO WELL HEAD EQUIPMENT

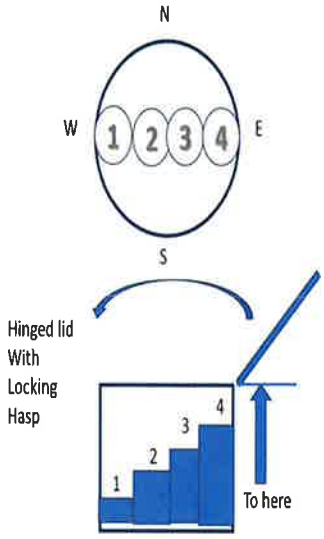
Operator consents to the changes on the well head to the monitoring wells described herein. No changes will be needed, other than a small hole drilled in the threaded cap of the well cap to allow attachment of the cord suspending the probe

City of Winters Nested Monitoring Wells at East Main Street Yard. As of 11/5/24 hfw

Tony Luna and Herb Wimmer
Measured well 3 and 4 today

SWL for both was at 84.8 ft to the top of the nested well enclosure ..

Both were more than 200 ft deep..



File : Wimmerhaven: Creek: Winters Nested Well Diagram





CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: February 4, 2025

FROM: Jeremy Craig, City Manager

SUBJECT: Resolution No. 2025-84 Approving First Amendment to Professional Service Agreement with Hinderliter, de Llamas and Associates (HdL) to Increase by $24,000 for a Total Not-to-Exceed Amount of $42,000 and Authorizing the City Manager to Execute Said Amendment.

RECOMMENDATION:
Adopt Resolution No. 2025-84 Approving First Amendment to Professional Service Agreement with Hinderliter, de Llamas and Associates (HdL) to increase by $24,000 for a Total Not-to Exceed Amount of $42,000 and authorizing City Manager to Execute Said Amendment.

DISCUSSION:
The City received a grant from the State Department of Cannabis Control (DCC) for $115,000 to assist the City in preparing regulations to allow for retail cannabis be sold in the City. Subsequently, the City and HdL entered into an agreement for professional services relating to commercial cannabis businesses on December 20, 2023 (Attachment 2). The contract amount was for $18,000 and was executed by the City Manager under his spending authority. At this time, the City anticipates the need for additional services from HdL and wishes to add $24,000 to the agreement for an additional 80 hours at $300 per hour. This will allow the City to have HdL on retainer until the end of 2025 to provide services as needed. The proposed amendment and resolution approving the amendment are attached (Attachment 1).

FISCAL IMPACT:
The City received a grant from the State Department of Cannabis Control for $115,000. The to-date expenditures under the grant for HdL and DAS – Development Advisory

Services is provided below:

GRANT FROM DCC = $115,000			
		Payment	Remaining Balance
1	HdL Agreement 1	18,000	97,000
2	**HdL Agreement 2***	**24,000**	**73,000**
3	DAS agreement**	56,000	17,000
	* - New services through 2025 for 80 hours		
	** Includes payment through January 2025.		

The remaining grant funds of $17,000 can be used by the City to close out the proposed pending municipal code amendments for the one retail storefront project at an approximate combined cost of $5,000 (for the two consultants). This amount allows for staffing at City Council or Planning Commission meetings, preparing staff reports accordingly and preparing summary/closing grant reports to DCC. Should the City Council wish to direct staff to prepare "Administrative Guidelines and Procedures" to implement the new ordinance (for the one retail storefront business), adequate grant funds would be available. As directed by the City Council at its January 21, 2025 meeting, staff will report at the February 18, 2025 Council meeting on the ability of the City to use remaining grant funds to include other types of commercial cannabis businesses in the ordinance (i.e., non-retail storefront, testing labs, manufacturing and micro businesses).

ATTACHMENT:

1. Resolution No. 2025-84, including Exhibit A (First Amendment)
2. Professional Services Agreement with HdL dated December 20, 2023.

Resolution No. 2025-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HDL)TO INCREASE BY $24,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $42,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT

WHEREAS, on December 20, 2023, the City of Winters ("City") and HdL ("Consultant") entered into a Professional Services Agreement ("Agreement") for commercial cannabis consultancy services in the not-to-exceed amount of $18,000; and

WHEREAS, City and Consultant desire to amend the Agreement to increase the amount of compensation by $24,000 for consulting services for a total not-to-exceed amount of $42,000.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Winters hereby approves the First Amendment to the Professional Services Agreement with HdL ("First Amendment"), attached hereto as Exhibit A, and authorizes the City Manager to execute the First Amendment.

DULY AND REGULARLY ADOPTED this 4th day of February, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Zorina Treat, Deputy City Clerk

EXHIBIT A

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CITY OF WINTERS

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

WITH HINDERLITER, DE LLAMAS AND ASSOCIATES (HDL)

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into on February 4, 2025, by and between the City of Winters, a California municipal corporation with its principal place of business at 318 First Street, Winters, CA 95694 ("City") and Hinderliter de Llamas and Associates, a California corporation, with its principal place of business at 120 S State College Blvd., Suite 200, Brea, CA 92821 ("Consultant" or "HdL")**.** City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. The Parties entered into that certain professional services agreement relating to cannabis management services ("Cannabis Management Services") dated December 20, 2023 in the not-to-exceed amount of $18,000 ("Agreement").

B. City desires that Consultant provide additional Cannabis Management Services up to $24,000, for a total not-to-exceed contract amount of $42,000, and City desires to extend the term through December 31, 2025.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this First Amendment by reference.

2. Amendment to Compensation. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

"2. Compensation

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the fees set forth in Exhibits "A" and "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Forty-Two Thousand Dollars ($42,000). This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis."

3. Amendment to Term. Section 5 of the Agreement is hereby amended in its entirety to read as follows:

Docusign Envelope ID: 36CC9E0E-F2EA-4AEC-A525-6F462D867F11

"5. Term.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder by December 31, 2025."

4. Amendment to Services. Exhibit A of the Agreement is hereby amended to include the following language at the end of the exhibit.

"**Objective 1: Technical Assistance and Subject Matter Expertise**

HdL will provide up to 80 hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, research and analysis, meeting attendance, presentations to the City Council or Planning Commission, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquires via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues as mutually agreed to by the City and HdL."

5. Attachment 1. Attachment 1 of this First Amendment, attached hereto and incorporated herein by reference as Exhibit B (Schedule of Charges/Payments), shall replace the current Exhibit B (Schedule of Charges/Payments) to the Agreement.

6. Continuing Effect of Agreement. Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this First Amendment. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

7. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

8. Severability. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

CITY OF WINTERS

By: _____

Joe Gorton
Interim City Manager

HINDERLITER, DE LLAMAS & ASSOCIATES

By: DocuSigned by: Gary Lott C2134C7656B7445...

Gary Lott
COO

ATTEST:

By: _____

Zorina Treat, Deputy City Clerk

APPROVED AS TO FORM:

By: _____

Ethan Walsh, City Attorney

Docusign Envelope ID: 36CC9E0E-F2EA-4AEC-A525-6F462D867F11

Attachment 1

EXHIBIT B
Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time and materials contract.

Prices for the work in the First Amendment (described below) shall be honored for the first full year, with successive years subject to an annual increase based upon the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

Scope of Service Objectives	Estimated Cost
Objective 1: Technical Assistance and Subject Matter Expertise Assumes up to 80 hours at $300/hr	$24,000[1]
Travel: As needed for site visits or in-person meetings	Hourly Rate[2] Plus Expenses
TOTAL NOT TO EXCEED	**$24,000**
[1] Objective billed at hourly rate [2] Or at a flat rate to be determined in consultation with the City All City costs may be fully recoverable from applicants or permittees	

Conflicts of Interest and Non-Disclosure

HdL works for the benefit of public agencies and has no private-sector clients in the cannabis industry. All cannabis business information will be kept confidential by HdL and will not be shared internally beyond those HdL employees who are required to have access for purposes of conducting the work contemplated herein, or for administrative purposes as necessary.

Drafts and Final Work Products

All work products assume one initial draft for review and comment, one iterative draft to incorporate any desired changes, and one final draft for presentation or publication. Additional drafts requested by the client may result in additional charges at HdL's hourly rate.

Services Billed at Hourly Rate

Service objectives shown as being billed at HdL's hourly rate may be billed up to the maximum estimated hours. HdL will not exceed the maximum estimated hours without first notifying the City and receiving written approval in advance.

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PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WINTERS AND HDL COMPANIES

This Agreement is made and entered into as of 20th day of December, 2023 by and between the City of Winters, a California municipal corporation with its principal place of business at 318 First Street, Winters, CA 95694 ("City"), and Hinderliter de Llamas and Associates, a California S-Corporation with its principal place of business at 120 S State College Blvd, Suite 200, Brea, CA 92821 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a California municipal corporation and is in need of professional services for the following project:

Cannabis Management Services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of eighteen thousand Dollars **$18,000**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within 180 days from The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured

against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in

a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General

Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Reserved.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the

work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Matthew Eaton as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Winters	Hinderliter de Llamas and Associates
318 First Street	120 S State College Blvd, Suite 200, Brea, CA 92821
Winters, CA 95694	
Attn: City Manager's Office	Attn: Matthew Eaton

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WINTERS AND HDL COMPANIES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF WINTERS

By: _____
Jeremy Craig
City Manager

HINDERLITER DE LLAMAS AND ASSOCIATES

By: DocuSigned by: Andrew Nickerson
2A83935948124B2...

Its: President /CEO

Printed Name: Andrew Nickerson

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____

Ethan Walsh, City Attorney

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EXHIBIT A

Scope of Services

See HDL Proposal Document dated December 1, 2023 attached.

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EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

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City of Winters

Cannabis Management Services

December 1, 2023

HdL® Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Ste 200
Brea, CA 92821
hdlcompanies.com

CONTACT
Ajay Kolluri
T: 714.879.5000
E: akolluri@hdlcompanies.com

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I. COVER LETTER

December 1, 2023

Jeremy Craig
City Manager
City of Winters
318 1st St.
Winters, CA 95694

Re: Proposal for Cannabis Monitoring and Compliance Services

Dear Mr. Craig,

Thank you for the opportunity to submit this proposal for cannabis management services for the City of Winters. The enclosed scope of services provides for HdL to conduct meetings with City Council Members and a presentation to the public at a meeting or study session, along with additional hours of general subject matter expertise to be used as needed by the City. It is anticipated that these hours may be used to conduct a fiscal analysis of the revenues that could be generated from a potential cannabis retail tax.

HdL is recognized as the industry leader in the development, implementation and enforcement of cannabis management programs for local governments in California. We have partnered with over 175 California cities and counties on cannabis-related programs, including ordinance development and review, community outreach and education, merit-based application and permitting processes, cost recovery studies, compliance inspections, revenue audits, fiscal analyses and law enforcement training.

Our cannabis team has unmatched expertise, with more than 80 years' combined experience in the development, implementation and enforcement of cannabis regulatory and tax programs. Our team members have conducted over 11,000 cannabis compliance inspections and audits in California, Colorado and Nevada, and have reviewed, scored and processed over 1,700 cannabis business applications in the last six years in California. HdL Companies works for the benefit of public agencies and has no private-sector clients in the cannabis industry.

We look forward to the opportunity to partner with the City of Winters in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact me by email at anickerson@hdlcompanies.com or Ajay Kolluri at akolluri@hdlcompanies.com or by phone at 714.879.5000.

Sincerely,

Andy Nickerson
President, HdL Companies

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II. PROPOSED SCOPE OF SERVICES

The City of Winters currently prohibits the establishment or operation of any cannabis businesses within the City limits. The City has recently been considering the development of a program to allow commercial cannabis businesses and is seeking assistance with outreach and education to gauge community interest and attitudes.

The City has requested that HdL conduct a series of meetings with individual Council Members to provide a common baseline understanding of issues and considerations related to commercial cannabis businesses. This would be followed by a public presentation at a City Council meeting or study session to give an overview of the cannabis industry and to provide an opportunity to hear from members of the public. The City has requested that this proposal also include a brief fiscal analysis as an optional service and additional hours of general subject matter expertise to be used as needed by the City. These services are all described below.

Objective 1: Attendance, Support or Presentations at Meetings or Workshops

HdL shall provide attendance or presentations at a series of meetings or workshops to help inform discussion and development of a potential cannabis ordinance and associated regulatory program. It is anticipated that this objective may include meetings with individual Council Members and a public meeting of the City Council to gather input from members of the public and gauge community interest or concerns. These meetings are described below.

- Meetings with members of the City Council individually or in pairs to discuss issues and to address potential questions or concerns from the community. This series of meetings would be billed as a single meeting.
- A presentation at a public meeting or workshop to provide an overview of what a regulated cannabis industry might look like for the City, including general revenue projections. It is anticipated that this meeting will be agendized to gather input from the community, only, and that no policy direction will be provided at this public meeting.

The use and scheduling of these meetings would be determined in consultation with City staff. This objective assumes that all meeting attendance would be virtual. Physical attendance would incur an additional travel charge.

Objective 2: Technical Assistance and Subject Matter Expertise

HdL will provide up to 40 hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquires via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues as mutually agreed to by the City and HdL.

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III. COST

This proposal does not include any additional services that are not specifically enumerated herein. Prices are valid for 90 days from the date of this proposal to allow time for consideration and negotiating a service agreement. Once under contract, prices shall be honored for the first full year, with successive years subject to an annual increase based upon the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

Scope of Service Objectives	Estimated Cost
Objective 1: Attendance or Presentations at Meetings or Workshops Assumes 2 meetings at $3,000 each[1]	$6,000
Objective 2: Technical Assistance and Subject Matter Expertise	$12,000[2]
Travel: As needed for site visits or in-person meetings	Hourly Rate[3]
TOTAL NOT TO EXCEED	**$18,000**

[1] Objective not to exceed 20 hours, including time spent preparing presentation.
[2] Objective billed at hourly rate.
[3] Or at a flat rate to be determined in consultation with the City.

Conflicts of Interest and Non-Disclosure

HdL Companies works for the benefit of public agencies and has no private-sector clients in the cannabis industry. All cannabis business information will be kept confidential by HdL and will not be shared internally beyond those HdL employees who are required to have access for purposes of conducting the work contemplated herein, or for administrative purposes as necessary.

Drafts and Final Work Products

All work products assume one initial draft for review and comment, one iterative draft to incorporate any desired changes, and one final draft for presentation or publication. Additional drafts requested by the client may result in additional charges at HdL's hourly rate.

Services Billed at Hourly Rate

Service objectives shown as being billed at HdL's hourly rate may be billed up to the maximum estimated hours. HdL will not exceed the maximum estimated hours without first notifying the City and receiving written approval in advance.

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IV. OPTIONAL SERVICES

Optional services are described here for information purposes, only. No additional services will be provided without the expressed mutual agreement of both parties.

Conduct a Fiscal Analysis

Consultant HdL shall conduct a fiscal analysis of the potential cannabis retail market in the City of Winters to help inform development of a potential cannabis tax ordinance and associated ballot measure. The analysis would seek to develop estimates for the combined gross receipts of cannabis retailers that may seek to locate in the City, based upon the population of the City and the surrounding service area, as well as estimates for the tax revenue that may be generated under a variety of tax rates. The analysis will also provide general information on other cannabis business types.

The analysis will be provided in the form of a 4-6 page memo that is intended for internal use by the City and not intended for general publication. This proposal assumes that HdL will provide one initial draft report for staff to review and critique plus one iterative draft that will incorporate any requested revisions prior to providing the final report. This service would be billed at HdL's hourly rate under Objective 2, above.

Hourly Rates for HdL Staff

The prices in this proposal are based on the hourly rates for HdL staff as shown in the chart below. Any additional services requested by the client that are not specifically described in this proposal would be billed at the standard rate for the assigned staff person.

HdL Staff Person	Title	Hourly Rate
Ajay Kolluri	Director	$300
Matt Eaton	Deputy Director of Compliance	$300
Mark Lovelace	Senior Policy Advisor	$300
Elizabeth Eumurian	Audit Manager	$300
Michelle Shaw	Compliance Inspector	$235
Teresa Schnieder	Compliance Inspector	$235
Valerie Carter	Senior Auditor	$250
Tao Lu	Senior Auditor	$250
Pamela Davis	Auditor	$235
Eric Magana	Auditor	$235
Dante Chegini	Audit Analyst	$225
Jennifer Erwin	Audit Analyst	$225
Kristi Lervold	Administrative Assistant	$200
All rates current as of the date of this proposal		

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V. EXPERIENCE AND RESOURCES

Company Profile

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Our audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms.

HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 600 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advanced methodology provides for the most relevant, productive and responsive revenue recovery; forecasting; and economic services available.

Our team of professionals has over 80 years of direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land-use regulations, permit processes, staffing plans, and cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. Our team has conducted over 11,000 cannabis compliance inspections and investigations in California, Colorado and Nevada.

Key Personnel

Ajay Kolluri; Director of Cannabis Services

Ajay Kolluri is the Director of Cannabis Services for HdL. Ajay is responsible for overseeing the cannabis team and the daily operations of HdL's Cannabis Division.

Ajay previously served as Manager for the Office of Cannabis Oversight (OCO) at City of Long Beach. Working within the City Manager's Office, Ajay was responsible for the licensing, regulation and enforcement of all commercial cannabis activity in the City, encompassing one of the largest legal cannabis markets in the state.

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During his tenure with the OCO, Ajay oversaw the issuance over 200 cannabis business licenses, generating over $10 million in annual revenue for the City. Ajay has experience in all aspects of cannabis oversight, including public health and education, planning and zoning, building inspections, enforcement, fee development, economic analysis and revenue projections.

Prior to overseeing the OCO, Ajay worked in public finance, serving as Budget Analyst for the Department of Financial Management in the City of Long Beach. Ajay holds a Bachelor's degree in business economics from the University of California, Santa Barbara, and a Master's degree in public policy from the University of Michigan.

Matt Eaton; Deputy Compliance Director

Matt Eaton is the Deputy Compliance Director at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 30 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Matt managed criminal investigators and civilian staff in the Denver Metro and Longmont field offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews, including regulatory and financial investigations. He is a subject matter expert on track and trace systems and understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in Colorado. Matt is well known for his ability to maintain working relationships with cannabis industry leaders and external stakeholders in resolving issues.

Matt received his Bachelor of Science Degree from Biola University and maintained Police Officer Service Training (POST) certification for over 30 years in California and Colorado. He has also served as an adjunct instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Mark Lovelace; Senior Policy Advisor

Mark Lovelace has 23 years of broad experience in public policy, community engagement and advocacy and is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a legitimate policy issue in California. Mark served on the Humboldt County Board of Supervisors from 2009 through 2016 where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Cannabis Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's cannabis legislative platform.

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Mark has worked extensively with public agencies and statewide organizations on cannabis issues and has led numerous presentations, workshops and panel discussions. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development, resource management and environmental issues. Mark received his Bachelor of Science degree in Industrial Design from San Jose State University.

Michelle Shaw; Compliance Inspector

Michelle conducts onsite inspections, examinations and other actions to monitor compliance with established standards for local licensed cannabis businesses. Prior to joining HdL, she was a Compliance Specialist Officer at a large, multinational bank where she managed, validated and oversaw the effectiveness and accuracy of numerous compliance issues within the consumer retail space. Throughout her eight years of experience at the bank, she performed assessments of affiliate businesses to determine compliance/non-compliance of their processes and procedures pursuant to bank standards and state regulations.

A graduate of Cypress College, Michelle holds a Foundations of Banking Risk certificate from the Global Association of Risk Professionals and a paralegal certificate from the Southern California College of Business and Law.

Teresa Schneider; Compliance Inspector

Teresa Schneider served for 28 years with the Montclair Police Department, including 12 years in the Background Investigations Unit. In this capacity, Teresa was responsible for conducting background investigations of all City business license applicants, as well as all sworn and non-sworn positions within the police and fire departments and of civilians requesting access to police department records.

Theresa previously served 4 years in the U.S. Army's nursing program at Fort Campbell, Kentucky. During this time she attended college at the University of Kentucky and Austin Peay State University. After receiving an Honorable Discharge in 1990, Teresa was hired by the Montclair Police Department. During her 28-year career, she worked numerous assignments, including patrol, K9, detective bureau, court liaison, volunteer coordinator, and red-light automated enforcement. Teresa received many awards throughout her career, including Officer of the Year.

Elizabeth Eumurian; Audit Manager

Elizabeth Eumurian is the Audit Manager for HdL. Her primary role is to oversee and review the audits conducted by team members to assure accuracy and consistency. She also conducts financial audits, evaluates cannabis applications and conducts background checks. As part of the audit program, she will be conducting and preparing analytical information through the CATS™ program to prepare Tax Analytical Remittance Reports (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

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Elizabeth previously worked as a senior auditor in the entertainment industry. In this role, she executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. She also has experience working for a large financial institution analyzing data for reporting anomalies and performing internal audits. Elizabeth has recently done work for Blythe, California City, Coachella, Cotati, Desert Hot Springs, Long Beach, Mammoth Lakes, Moreno Valley, Perris, San Bernardino, and Vallejo.

Elizabeth earned her Bachelor of Arts degree in History from California State University and holds a certificate in CannaBusiness from Oaksterdam University.

Valerie Carter; Senior Auditor

Valerie Carter works as an Auditor for HdL's Cannabis Management Team. Valerie has over 5 years of public sector work experience focusing on public policy, auditing and revenue tax implementation. She was a Tax Auditor II for the City of Oakland's Revenue Management Bureau and an Assistant Management Analyst for the City of Berkeley's Transportation division.

Valerie earned a Bachelor's Degree in Business Administration from Cal Poly Pomona, with an emphasis on Finance, Real Estate, and Law.

Pam Davis; Auditor

Pam Davis conducts revenue audits of licensed cannabis businesses as a member of HdL's Cannabis Management Team. Prior to joining HdL, Pam served as the Director for the Richland County (South Carolina) Business Service Center for over 15 years, where she was responsible for auditing businesses to ensure accurate reporting and remittance of a variety of local taxes. Pam also conducted research and rate impact analyses and developed policies, procedures and user manuals to ensure business and governmental compliance.

Pam received a Master's of Public Administration degree from the University of Georgia and a Bachelor's Degree in Political Science from Clemson University. She also holds a certificate in CannaBusiness from Oaksterdam University as well as numerous other certifications,

Tao Lu; Senior Auditor

Tao Lu works as an Auditor for HdL's Cannabis Management Team. Tao has two and a half years' experience as an accountant with an emphasis in information technology and food manufacturing industries. He also has public audit work experience at RSM China. Tao was born and raised in China.

Tao earned a Bachelor's Degree in Accounting and Finance from Syracuse University in New York before relocating to Southern California with his family.

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Eric Magana; Auditor

Eric Magana works as an Auditor for HdL's Cannabis Management Team, conducting revenue audits of licensed cannabis businesses to ensure they are accurately reporting their revenues and remitting the proper amount of fees or taxes. Prior to joining HdL, Eric worked as a Loan Specialist for the U.S. Small Business Administration, where he processed over 5,000 business loans and grant applications. Eric holds a Bachelor's Degree in Economics and Administrative Studies from University of California at Riverside.

Jennifer Erwin; Audit Analyst

Jennifer Erwin is an Audit Analyst for HdL's Cannabis Management Team. Jennifer conducts revenue audits of licensed cannabis businesses to ensure they are reporting and remitting the proper amount of cannabis tax revenue to their host jurisdiction. Jennifer previously served as Finance Director for the City of Perris, California and as Assistant Controller for the Morongo Band of Mission Indians. Jennifer brings extensive experience with complex financial analyses, fee studies, cost accounting procedures and collections.

Jennifer is a Certified Public Accountant (CPA #108992) and received her Bachelor of Science degree in Business Administration from the University of Phoenix.

Dante Chegini; Audit Analyst

Dante Chegini conducts revenue audits as a member of HdL's Cannabis Management Team to ensure that licensed cannabis businesses are reporting and remitting the proper amount of cannabis taxes to their host jurisdiction. Dante previously worked as a financial analyst at a public finance investment banking firm in Los Angeles, where he was lead analyst on over 30 deals with a total value exceeding $1 billion. Dante brings experience with organizing and analyzing large volumes of financial data to determine accurate revenues and debts.

Dante received a Bachelor of Science degree in Business Administration from the University of Southern California, Marshall School of Business in May of 2022 with a focus on financial and managerial accounting and business finance.

Kristi Lervold; Administrative Assistant

Kristi is the Administrative Assistant for HdL's cannabis team. In this role she supports individual team members, coordinates internal processes, and assists with client requests, contracts, billing reconciliation and invoicing. Kristi's 18-year career includes ten years as the administrative assistant to HdL's CFO, handling various operational responsibilities and supporting financial functions, as well as experience in the occupational health industry, facilitating services for federal, state, and local government clients. Kristi holds a Bachelor's of Science degree in Business Management with a minor in Business Administration.

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VI. REFERENCES

City of Modesto
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City of Woodland
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Email: Evis.Morales@cityofwoodland.org

County of Stanislaus
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Cannabis Program Manager
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Email: inacioe@stancounty.com

County of Sonoma
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Assistant Auditor-Controller Treasurer-Tax Collector
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City of Martinez
Eric Figueroa
City Manager
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Email: efigueroa@cityofmartinez.org

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	February 4, 2025
THROUGH:	Joe Gorton, Interim City Manager
FROM:	Ian Evans, Executive Director, Yolo County Housing
SUBJECT:	Receive a Presentation on Yolo County Housing's Draft 5-Year Strategic Plan.

RECOMMENDATION:
Receive a Presentation on Yolo County Housing's Draft 5-Year Strategic Plan.

BACKGROUND:
As part of its federal funding mandates, Yolo County Housing (YCH) is required to adopt a Five-Year Agency Plan for its Housing Choice Voucher (HCV) and Low-Income Public Housing (LIPH) programs.

The Five-Year Agency Plan is required by the United States Department of Housing and Urban Development (HUD) and typically only addresses HUD funded and related programs that YCH operates. A new Five-Year Agency plan for HUD is due in 2025 and while the HCV and LIPH are critical programs operated by YCH, there are many non-HUD funded programs and projects that YCH operates. YCH leadership utilized the opportunity of building a new HUD Five-Year Agency Plan to expand the scope and create a new Yolo County Housing Agencywide Five-Year Strategic Plan that encompasses all the programs, projects, and services YCH operates.

Prior HUD Five-Year Agency Plans lacked tangible, measurable goals with data and metrics assigned. When drafting the 2025-2029 Agencywide Strategic Plan, leadership created goals utilizing the Specific, Measurable, Achievable, Relevant, and Time-Bound (S.M.A.R.T.) approach wherever possible and when not achievable at the goal level,

ensured timelines and metrics at the objective or tactical level.

YCH leadership felt it was valuable to gather input from multiple stakeholders when drafting the first-ever Agencywide Strategic Plan. Surveys were sent to residents and participants of YCH programs, City and County leadership, key YCH partners throughout Yolo County, YCH commissioners, and YCH staff. The input from these surveys helped identify areas of alignment and key focus areas for existing and future programs.

DISCUSSION:
Staff will present an overview of current Yolo County Housing and New Hope Community Development Corporation (YCH's non-profit affiliate entity) programs and projects and will present a high-level overview of the relevant goals, objectives, and tactics for the new Agencywide Strategic Plan.

Additionally, staff will highlight recent collaborative efforts between YCH and various partners to advance projects and improve the El Rio Villa community. Finally, staff is hoping to gather feedback from the Winters City Council on areas they view as key opportunities for future collaboration, areas where they see alignment with the City's strategic plan, and any other insight that may be helpful as YCH leadership looks to finalize their first ever Agencywide Strategic Plan.

FISCAL IMPACT:
There is no fiscal impact.

ATTACHMENT
None.

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CITY OF WINTERS

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

WITH HINDERLITER, DE LLAMAS AND ASSOCIATES (HDL)

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into on February 4, 2025, by and between the City of Winters, a California municipal corporation with its principal place of business at 318 First Street, Winters, CA 95694 ("City") and Hinderliter de Llamas and Associates, a California corporation, with its principal place of business at 120 S State College Blvd., Suite 200, Brea, CA 92821 ("Consultant" or "HdL")**.** City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. The Parties entered into that certain professional services agreement relating to cannabis management services ("Cannabis Management Services") dated December 20, 2023 in the not-to-exceed amount of $18,000 ("Agreement").

B. City desires that Consultant provide additional Cannabis Management Services up to $24,000, for a total not-to-exceed contract amount of $42,000, and City desires to extend the term through December 31, 2025.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this First Amendment by reference.

2. Amendment to Compensation. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

"2. Compensation

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the fees set forth in Exhibits "A" and "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Forty-Two Thousand Dollars ($42,000). This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis."

3. Amendment to Term. Section 5 of the Agreement is hereby amended in its entirety to read as follows:

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"5. Term.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder by December 31, 2025."

4. Amendment to Services. Exhibit A of the Agreement is hereby amended to include the following language at the end of the exhibit.

"**Objective 1: Technical Assistance and Subject Matter Expertise**

HdL will provide up to 80 hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, research and analysis, meeting attendance, presentations to the City Council or Planning Commission, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquires via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues as mutually agreed to by the City and HdL."

5. Attachment 1. Attachment 1 of this First Amendment, attached hereto and incorporated herein by reference as Exhibit B (Schedule of Charges/Payments), shall replace the current Exhibit B (Schedule of Charges/Payments) to the Agreement.

6. Continuing Effect of Agreement. Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this First Amendment. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

7. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

8. Severability. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

CITY OF WINTERS

By: _____

Joe Gorton
Interim City Manager

HINDERLITER, DE LLAMAS & ASSOCIATES

By: DocuSigned by: Gary Lott C2134C7656B7445...

Gary Lott
COO

ATTEST:

By: _____

Zorina Treat, Deputy City Clerk

APPROVED AS TO FORM:

By: _____

Ethan Walsh, City Attorney

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Attachment 1

EXHIBIT B
Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time and materials contract.

Prices for the work in the First Amendment (described below) shall be honored for the first full year, with successive years subject to an annual increase based upon the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

Scope of Service Objectives	Estimated Cost
Objective 1: Technical Assistance and Subject Matter Expertise Assumes up to 80 hours at $300/hr	$24,000[1]
Travel: As needed for site visits or in-person meetings	Hourly Rate[2] Plus Expenses
TOTAL NOT TO EXCEED	**$24,000**
[1] Objective billed at hourly rate [2] Or at a flat rate to be determined in consultation with the City All City costs may be fully recoverable from applicants or permittees	

Conflicts of Interest and Non-Disclosure

HdL works for the benefit of public agencies and has no private-sector clients in the cannabis industry. All cannabis business information will be kept confidential by HdL and will not be shared internally beyond those HdL employees who are required to have access for purposes of conducting the work contemplated herein, or for administrative purposes as necessary.

Drafts and Final Work Products

All work products assume one initial draft for review and comment, one iterative draft to incorporate any desired changes, and one final draft for presentation or publication. Additional drafts requested by the client may result in additional charges at HdL's hourly rate.

Services Billed at Hourly Rate

Service objectives shown as being billed at HdL's hourly rate may be billed up to the maximum estimated hours. HdL will not exceed the maximum estimated hours without first notifying the City and receiving written approval in advance.