CITY COUNCIL
Albert Vallecillo, Mayor
Bill Biasi, Mayor Pro-Tempore
Councilmembers: Richard Casavecchia,
Jesse Loren, and Carol Scianna

REGULAR CITY COUNCIL MEETING

Council Chambers
July 15, 2025
6:30 PM

Meeting Information
Winters City Council meetings are conducted in person at City Hall Council Chambers, 318 First 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

1 (669) 900-6833

Meeting ID: 850 2319 7139 Passcode: 405995

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.

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 ALLEGIANCE

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. Adoption of Ordinance No. 2025-01 amending the Chapter 5.36 of the Winters Municipal Code relating to Food Vendors.
   - Staff Report - Food Vendor Ordinance.docx
   - Attachment 1 - Ordinance 2025-01 Food Vendor Ordinance.pdf
   - Attachment 1, Exhibit 1 - Food Vendor Ordinance.docx
   - Attachment 2 - Changes to Chapter 5.36.docx

B. Resolution No. 2025-45 Approving a truck purchase for the Public Works Department in an amount not to exceed $78,000
   - Staff Report - Public Works Truck Purchase.docx
   - Attachment 1 - Resolution 2025-45 Public Works Truck Purchase.docx
   - Attachment 2, 1 - San Leandro.pdf
   - Attachment 2, 2 - Lightning Folsom Ford.pdf
   - Attachment 2, 3 - Ron Dupratt Ford.pdf
   - Attachment 2, 4 - Corning Ford.jpg

C. Resolution No. 2025-43 Approving a License Agreement with Ample Electric, Inc for Access to City Property for Storage
   - Staff Report - License Agreement Ample.doc
   - Attachment 1 - Resolution 2025-43 License Agreement.doc
   - Attachment 2 - License Agreement with Ample Electric for Storage.docx

D. Resolution 2025-44 Updating Job Descriptions/Classifications for Maintenance Manager, Maintenance Worker I-II-III, Development Services Technician I-II, and Public Works Administrative Assistant, and adopting a job description/classification for Housing Analyst
   - Staff Report - Classification Updates.docx
   - Attachment 1 - Resolution 2025-44 Classification Updates.docx
   - Appendix A, 1 - Maintenance Manager.pdf
   - Appendix A, 2 - Maintenance Worker I-II-III.pdf
   - Appendix A, 3 - Dev Services Tech I-II.pdf

Appendix A, 4 - Public Works Admin Assist.pdf
Appendix A, 5 - Housing Analyst.pdf

E. Minutes of the Regular City Council Meeting Held on July 1, 2025
City Council Minutes 7.1.2025.docx

7. PRESENTATIONS

8. DISCUSSION ITEMS

A. Public Hearing to Place Delinquent Water and Sewer Charges on the Fiscal Year 2025-2026 Property Tax Roll
Staff Report - Utility Liens.docx
Attachment 1 - Resolution 2025-41 Utilities Lien List.docx
Attachment 1, Exhibit A - Utility Delinquent Lien List.pdf

B. Public Hearing to Place Delinquent Solid Waste Charges on the Fiscal Year 2025-26 Property Tax Roll
Staff Report - Solid Waste Delinquent Bills.docx
Attachment 1 - Resolution 2025-42 Placement of Delinquent Solid Waste.docx
Attachment 2 - Exhibit A - Solid Waste Delinquent Lien List.pdf

C. Discussion of Planning Commission Reappointments of Lisa Baker and Judith Arce, and the process for filling one vacant position.

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, and made available to the public during normal business hours Friday, July 11, 2025 .

_____
Zorina Treat, Deputy City Clerk
Winters City Council Agenda

I declare under penalty of perjury that the foregoing agenda for the regular meeting of the Winters City Council was posted on the public bulletin board at City Hall, 318 First Street and posted to the City of Winters website at cityofwinters.org.

_____

Zorina Treat, Deputy City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: July 15, 2025

THROUGH: Jeremy Craig, City Manager

FROM: Kelly Mumper, Contract Planner

SUBJECT: Adoption of Ordinance No. 2025- 01 amending the Chapter 5.36 of the Winters Municipal Code relating to Food Vendors.

RECOMMENDATION:
Adopt Ordinance No. 2025-01 amending Chapter 5.36 of the Winters Municipal Code relating to food vendors.

BACKGROUND:

Winters Municipal Code, Chapter 5.36, regulates food vendors in the City of Winters. A food vendor is any person who operate a food vending vehicle, stand, or cart. A food truck, stand, or cart can be mobile or stationary. Last year, the City Council directed staff to bring forward to the Planning Commission a review of the City's current sidewalk and stationary food vendors regulations and to possibly place a limit on the total number allowed in the City. Staff was also directed to update the existing Winters Municipal Code ("WMC") to comply with SB 972. The Planning Commission did not recommend a limit. After extensive deliberation across multiple City Council meetings, the City Council included a limit of six Conditional Use Permits for stationary food vendors and a limit of 10 active Roaming or Stationary Sidewalk Vendor permits.

DISCUSSION:

At the July 1, 2025 City Council meeting, the City Council, through a 4-1 vote, introduced and waived the first reading of Ordinance 2025-01 with the following changes to the definition of "stationary food vendor" in Section 5.36.020 of the Winters Municipal Code, noted in blue:

"Stationary food vendor" means any person, including an agent or employee of another, who sells or offers to sell food or beverages from a motor vehicle, truck, trailer, cart, pop-up tent, or stand located on private property.

In its discussion, the consensus of the City Council (4-1) was to keep the CUP requirement for Stationary Food Vendors and to *not* allow Food Trucks within the Public Right of Way with an encroachment permit. No ordinance text amendments were needed from this action.

ALTERNATIVES

1. The City Council may choose to make changes to the draft ordinance, but any new changes would require the City Council to reintroduce the Ordinance.

2. The City Council may decline to proceed with the proposed ordinance and not amend Chapter 5.36 of the WMC.

ENVIRONMENTAL ANALYSIS:

Adoption of the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it is covered by the general rule that CEQA applies only to projects causing a significant effect on the environment, and adoption of the proposed ordinance has no potential for causing a significant effect on the environment.

FISCAL IMPACT:

None. The proposed ordinance amends existing provisions of the WMC to comply with state law and establishes fines and penalties for violations of Chapter 5.36.

ATTACHMENTS:

1. Proposed Ordinance No. 2025-01, including Exhibit 1 (clean version of proposed changes to WMC Chapter 5.36)

2. Redline of Changes to WMC Chapter 5.36

ORDINANCE NO. 2025 – 01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING CHAPTER 5.36 (FOOD VENDORS) OF THE WINTERS MUNICIPAL CODE RELATING TO FOOD VENDORS

WHEREAS, the City of Winters ("City) has authority to adopt this ordinance pursuant to the general police power granted to cities by Article XI, Section 7 of the California Constitution.

WHEREAS, Chapter 5.36 of the Winters Municipal Code regulates food vendors; and

WHEREAS, sidewalk vendors often seen in the City do not have a health permit issued by Yolo County and can present a health concern; and

WHEREAS, unregulated food vendors in the City can be problematic for traffic safety for motorists and pedestrians; and

WHEREAS, the City Council of the City of Winters ("City") finds that the City has a legitimate and compelling interest in protecting the public health, welfare and safety of its residents by regulating sidewalk vendors and stationary food vendors that can operate within the City; and

WHEREAS, the City Council desires to amend the Winters Municipal Code to address issues related to food vendors and also be consistent with state law.

THE CITY COUNCIL OF THE CITY OF WINTERS DOES ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of this ordinance is to amend various sections of the text in the Winters Municipal Code necessary to regulate mobile and sidewalk food vendors.

Section 2. Amendments to Chapter 5.36. Chapter 5.36 (Food Vendors) of Title 5 (Business Regulations) of the Winters Municipal Code is hereby amended in its entirety to read as set forth in Exhibit 1 attached hereto and incorporated herein by reference:

Section 3. Conflicting Laws. To the extent that there is any conflict between the provisions of this Ordinance and any provision of the Winters Municipal Code, an ordinance, or a resolution or policy, all such conflicting provisions shall be superseded by this Ordinance.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective

of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 5. **CEQA.** The City Council finds that no further environmental review is necessary for the project under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (Common Sense Exemption) of Title 14 of the California Code of Regulations (State CEQA Guidelines) because adoption of the ordinance has no potential for resulting in physical change in the environment, directly or indirectly, as it clarifies and furthers the intent and scope of the City's existing not permit or authorize new or increased intensity of uses.

Section 6. **Effective Date and Publication**. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance to be posted or published as prescribed by law. This Ordinance shall take effect thirty (30) days following its adoption.

INTRODUCED on the _____ day of _____, 2025, and **PASSED AND ADOPTED** by the City Council of the City of Winters on this ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF WINTERS

_____

Albert Vallecillo, Mayor

ATTEST:

_____

Jeremy Craig, City Clerk

Exhibit 1

Proposed Ordinance

Exhibit 1

Chapter 5.36

FOOD VENDORS

Sections:

5.36.010 Purpose.

5.36.020 Definitions.

5.36.030 Permit.

5.36.040 Application for permit.

5.36.050 Revocation of permit.

5.36.060 Food vending vehicles.

5.36.070 Sidewalk vendors.

5.36.080 Violation—Nuisance.

5.36.090 Insurance for Food Vending Vehicles.

5.36.100 Fees.

5.36.110 Renewals.

5.36.120 Enforcement.

5.36.130 No preemption.

5.36.140 Violation—Penalty.

5.36.150 Nuisance—Injunction.

5.36.010 Purpose.

The city recognizes the right of its citizenry to be relatively free from noise and obstruction when traversing the city streets. The city also recognizes the right of its citizenry to purchase reliable products from responsible vendors without a fixed place of businesses. The city by this regulatory chapter seeks to balance those competing interests. The city finds that the cost of this regulation should be borne by those individuals, companies and groups which seek to benefit financially from street vending or mobile food vending, since it should be their burden to ensure to the Winters citizens that their sales of goods shall be done in a manner least obstructive to their right to travel.

5.36.020 Definitions.

As used in this chapter, the following terms shall have the following meanings, unless

the context clearly indicates that a different meaning is intended:

“City” means the City of Winters.

“Department” shall mean the Community Development Department.

“Food vending vehicle” includes any motor vehicle from which food or beverages are sold directly to a customer, and does not include vehicles that involve the delivery of food or beverages ordered by home delivery customers.

“Mobile food vendor” means any person, including an agent or employee of another, who sells or offers to sell food or beverages from a motor vehicle on any public street.

“Public street or sidewalk” includes all areas legally open to public use as public streets, sidewalks, roadways, highways, parkways, alleys, and any other public way.

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and stops only for a brief time to complete a transaction.

“Sidewalk vendor” means a person who sells food, beverages or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one’s person, in a public park, upon a public sidewalk or other pedestrian path.

“Stationary food vendor” means any person, including an agent or employee of another, who sells or offers to sell food or beverages from a motor vehicle, truck, trailer, cart, pop-up tent, or stand located on private property.

“Stationary sidewalk vendor” means any person who sells food, beverages or merchandise from a fixed location from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance or from one’s person upon a public sidewalk or other pedestrian path.

“Vendor” means any person who operates a food vending vehicle, stand or cart.

5.36.030 Permit.

It is unlawful for any sidewalk vendor, mobile food vendor, or stationary food vendor to sell or attempt to sell any commodity by means of vending such commodity upon any street or on private property in the city without first securing a permit and paying the fee therefor.

5.36.040 Application for permit.

The applicant shall apply for a permit by submitting an application provided by the city and the required fee. The applicant shall truthfully state in full the information requested on the application:

A. Name, address of current residence, and business address if different than residence;

B. Address of place of residence during the past three years if other than present address;

C. Age of applicant;

D. Name and address of the person, firm or corporation or association whom the applicant is employed by or represents, and the length of time of such employment or representation;

E. Name and address of employer during the past three years if other than the present employer;

F. Description of the commodities to be sold;

G. Period of time for which the permit is applied;

H. The date, or approximate date, of the last previous application for a permit under this chapter, if any;

I. If any permit issued to the applicant under this chapter has ever been revoked;

J. Names of the three most recent communities where the applicant has engaged in street vending;

K. Proposed method of operation;

L. Signature of applicant;

M. Social Security number of applicant.

All statements made by the applicant upon the application or in connection therewith shall be under oath.

The applicant shall submit to fingerprinting by the police department of the City in connection with the application for the permit.

The Department shall keep an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all permits issued or denied under this chapter.

Applications for permits shall be numbered in consecutive order as filed, and every permit issued, and any renewal thereof, shall be identified with the duplicate number of the application upon which it was issued.

No permit shall be issued to any person who has been convicted of a violation of any of the provisions of this chapter; nor to any person whose permit issued hereunder has previously been revoked as herein provided.

5.36.050 Revocation of permit.

Any permit issued hereunder shall be revoked by the chief of police or Department if the holder of the permit is convicted of a violation of any of the provisions of this chapter, or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a permit under the terms of this chapter. Immediately upon such revocation, written notice thereof shall be given by the chief of police or Department to the holder of the permit in person or by certified United States mail addressed to his or her residential address set forth in the application.

Immediately upon the giving of such notice, the permit shall become null and void.

The permit shall state the expiration date thereof.

5.36.060 Food vending vehicles.

The following rules and regulations shall be complied with by each person operating a food vending vehicle.

A. Food Vendors. It shall be unlawful for any food vendor to:

1. Sell or attempt to by means of any outcry, sound, speaker or amplifier, or any instrument which violates the City of Winters noise ordinance contained in Chapter 8.20.

2. Sell within five hundred feet (500') of any school.

B. Mobile Food Vendors.

1. Mobile food vendor permits shall be issued for a calendar year and may be renewed upon Department approval.

2. Mobile food vendors shall have a certificate of compliance from the county health department, as appropriate. Additionally, vendors must apply for and participate in the Reciprocity Program if required and meet all applicable County requirements.

3. Mobile food vendors shall prominently display or affix the certificate of compliance from the Yolo County Health Department and City of Winters business license on the food vending vehicle.

4. Mobile food vendors shall obtain a seller's permit with the California Department of Tax Fee Administration, and issue resale certificates when applicable.

5. Hours of operation shall be from 8 a.m. to 10 p.m. daily.

6. It shall be unlawful for any mobile food vendor to:

a. Exceed a speed of twelve (12) miles an hour when driving through neighborhoods seeking sales or when attempting to make a sale;

b. Make more than two (2) stops in any one (1) block to make any sale;

c. Stop anywhere within twenty-five feet (25') of an intersection when making a sale or attempting to make a sale;

d. Double park, or park in any manner contrary to any ordinance relating to parking when making a sale or attempting to make a sale;

e. Make a U-turn on any block;

f. Drive a vehicle backwards in order to make or attempt or make a sale;

g. Sell to any person who is standing in the street;

h. Permit any person to hang on the vehicle or permit any person to ride in or on the vehicle except a bona fide assistant or assistants;

i. Remain standing or stopped at any place for a period of time exceeding ten (10) minutes; or

j. Conduct business within twenty feet (20') of any disabled parking space or access ramp.

C. Stationary Food Vendor. Stationary food vendors shall comply with the following:

1. A property owner shall obtain a use permit from the planning commission to allow a stationary food vendor to operate on the owner's property except as allowed by subsection (C)(2) below. The permit shall be processed in accordance with and subject to the use permit requirements contained in Chapter 17.20. The planning commission can issue a conditional use permit for stationary food vendors in accordance with the Land Use/Zone Matrix in Section 17.52.020 and Table 17.58-2 of Section 17.58.050. A stationary food vendor must separately obtain a stationary food vendor permit under Sections 5.36.030 and 5.36.040.

2. A special permit shall be obtained from the City to allow a stationary food vendor to participate in an event approved by the City.

3. Locate on privately owned land not within enclosed buildings with property owner's consent. The stationary food vending vehicle shall be located in a place where it can safely operate.

4. Stationary food vending vehicles should be designed so they add aesthetic value to the vicinity. Design elements should include the use of umbrellas, overhangs, or other attractive shading devices, and temporary landscaping.

5. Hours of operation shall be from 8 a.m. to 10 p.m. daily.

6. Provide a trash container immediately adjacent to the food vending vehicle. Trash container must be removed from the site during non-vending hours. Additionally, vendors must maintain the cleanliness of their site within twenty-five feet (25') surrounding their site.

7. Be limited to one (1) freestanding, non-illuminated sign, not exceeding four feet (4') in any dimension to be placed within ten feet (10') of the stationary food vendor. These regulations do not include any graphics or signs painted directly

onto the vehicle. No sign shall impede vehicle traffic, pedestrian right of way, or bike lane, or vehicle traffic. No stationary food vendor signs shall be located within the Caltrans right-of-way.

8. Have a certificate of compliance from the county health department, as appropriate. Additionally, vendors must apply for and participate in the Reciprocity Program if required and meet all applicable County requirements.

9. Stationary food vendors shall not be permitted within two hundred (200) feet from another stationary food vendor on the same parcel.

10. Special events approved by the City may be exempt from the separation requirements.

11. The number of stationary food vendors that can operate on any one parcel shall be one stationary food vendor for every 5,250 sq. ft.

12. Stationary food vendors shall prominently display or affix the certificate of compliance from the Yolo County Health Department and City of Winters business license on the food vending vehicle.

13. Stationary food vendors shall obtain a seller's permit with the California Department of Tax Fee Administration, and issue resale certificates when applicable.

14. Stationary food vendors shall be prohibited from having chairs and tables.

15. Stationary food vendors must comply with the Americans with Disabilities Act and other accessibility access standards.

16. Stationary food vendors operating in parking lots must minimize the amount of parking spaces they are utilizing and cannot impede traffic flow entering, leaving, or within the parking lot.

17. Stationary food vendors operating adjacent to, or within close proximity to a traffic intersection cannot visually impair drivers utilizing said intersection.

18. Stationary food vendor permits shall be issued for a calendar year and may be renewed upon Department approval.

19. The City shall issue only six use permits for a Stationary Food Vendor use.

5.36.070 Sidewalk vendors.

The following provisions shall regulate sidewalk vending stands and carts or other operations deemed similar by the Department, which operate on publicly owned land or parks not within enclosed buildings. Nothing in this section shall be construed to affect the applicability of Part 7 (commencing with Section 113700) of Division 104 of the Health and Safety Code to a sidewalk vendor who sells food.

1. A sidewalk vendor shall obtain a sidewalk vendor permit and business license from the City. The business license permit shall be processed in accordance with the requirements contained in Chapter 5.04.

2. Stationary sidewalk vendors shall be prohibited from selling in residentially zoned neighborhoods.

3. Roaming sidewalk vendors are permitted to sell in residentially zoned neighborhoods between 9 am and 5 p.m. Hours of operation in nonresidential areas shall be between 8 a.m. to 10 p.m.

4. All sidewalk vending stands, carts, signs, refuse containers and other material set up or provided by the vendor must be removed from the vending site during non-vending hours.

5. Sidewalk vending stands and carts shall not exceed eight feet (8') in height, eight feet (8') in length and four feet (4') in width; not impede access to the entrance of any adjacent building or driveway; not impede pedestrian right of way, bike lanes, or vehicle traffic; and must comply with the Americans with Disabilities Act and other accessibility access standards.

6. Sidewalk vending stands and carts shall not be located within twenty feet (20') of a fire hydrant, fire escape, bus stop, loading zone, disabled parking space, access ramp, fire station or police department driveway.

7. Sidewalk vendors shall supply a way to dispose of trash if an existing trash container does not exist within twenty-five feet (25') of the stand or cart. Additionally, sidewalk vendors must maintain the cleanliness of their site and within twenty-five feet (25') surrounding their site.

8. Sidewalk vending stands and carts should be designed so they add aesthetic value to the vicinity. Design elements should include the use of umbrellas, awnings, or other attractive shading devices.

9. Sidewalk vending stands and carts shall be prohibited from having signs except those that are limited to one (1) freestanding, non-illuminated sign not exceeding four feet (4') in any dimension, to be attached to, or placed within ten feet (10') of, the stand or cart. These regulations do not include any graphics or signs painted directly onto the vending stand or cart. No sign shall impede vehicle traffic, pedestrian right-of-way, bike lane, or vehicle traffic. No sidewalk vendor signs shall be located within the Caltrans right-of-way.

10. Sidewalk vendors shall obtain a certificate of compliance from the county health department, as appropriate. Additionally, vendors must apply for and participate in the Reciprocity Program if required and meet all applicable County requirements.

11. Sidewalk vendors shall prominently display or affix the certificate of compliance from the Yolo County Health Department and City of Winters' business license in plain view on the food vending cart or stand.

12. Sidewalk vendors shall obtain a seller's permit with the California Department of Tax Fee Administration, and issue resale certificates when applicable.

13. Sidewalk vendors locating near an intersection shall not block the visibility of motorists and pedestrians.

14. Sidewalk vendors wanting to vend within a City park may vend only during hours the park is open. Sidewalk vendors may not vend within a City park during a City-approved event when there is an exclusive agreement with one or more concessionaires.

15. Sidewalk vendors shall be prohibited from having tables and chairs for customer use.

16. Sidewalk vendor permits shall be issued for a calendar year and may be renewed upon Department approval.

17. The City of Winters shall only allow for 10 active Roaming Sidewalk Vendor or Stationary Sidewalk Vendor permits during a calendar year.

5.36.080 Violation—Nuisance.

It is declared to be unlawful and shall constitute a nuisance for any person to violate the terms of this chapter.

5.36.090 Insurance for Food Vending Vehicles.

No permit shall be issued to an applicant with a food vending vehicle unless the applicant furnishes proof to the City of a public liability bond or insurance policy in an amount not less than one million dollars ($1,000,000) for property damage and bodily injury liability, including injury resulting in death, caused by the applicant.

5.36.100 Fees.

The city shall by resolution establish fees for the issuance or renewal of permits sufficient to offset the city's cost of regulation of vendors under this chapter. These fees shall be supplemental to any business license fees charged to street vendors. These fees shall be payable upon application. The fees charged under this chapter shall be nonrefundable.

5.36.110 Renewals.

Renewals shall be done on an annual basis. Application for renewals of permits shall be received no later than thirty (30) days prior to the expiration of the applicant's permit, or

shall be processed as new applications. The City may review applications for renewal to determine that:

A. The applicant is in full compliance with the provisions of this chapter;

B. The applicant, if he or she is operating a food vending vehicle, has a current insurance policy in the minimum amount required in Section 5.36.090, or as amended by a subsequent resolution of the City Council. If the City finds that the applicant meets the above requirements, the city shall issue a new permit.

5.36.120 Enforcement.

Enforcement shall be implemented by the city manager or through a city staff person designated by him or her. In addition, any police officer or Department staff is authorized to enforce the provisions of this chapter. Such person shall have authority to issue citations based upon reasonable cause in a manner most suitable to the particular incident.

5.36.130 No preemption.

This chapter shall not be interpreted to permit soliciting, or the procedures thereof or redress therefrom, where restricted by state law.

5.36.140 Violation—Penalty.

A. It is unlawful for any person to violate any provision or fail to comply with any requirements of this chapter. A violation of this chapter shall by punished by:

1. An administrative fine not exceeding $100 for a first violation.

2. An administrative fine not exceeding $200 for a second violation within one (1) year of the first violation.

3. An administrative fine not exceeding $500 for each additional violation within one (1) year of the first violation.

B. A violation of vending without a sidewalk vending permit may, in lieu of the penalties set forth in subsection (A) set forth above, be punishable by:

1. An administrative fine not exceeding two hundred fifty ($250) dollars for a first violation.

2. An administrative fine not exceeding five hundred dollars ($500) for a second violation within one (1) year of the first violation.

3. An administrative fine not exceeding one thousand dollars ($1,000) for each additional violation within one (1) year of the first violation.

C. Each violation shall constitute a separate offense.

D. Notwithstanding the above, the City may exercise its rights to pursue any other remedies authorized by state law.

5.36.150 Nuisance—Injunction.

Any violation of this chapter is declared to be a nuisance. In addition to any other relief provided by this chapter, the city attorney may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this chapter. Such application for relief may include seeking a temporary restraining order, temporary injunction and permanent injunction.

Chapter 5.36

FOOD VENDORS

Sections:

5.36.010 Purpose.

5.36.020 Definitions.

5.36.030 Permit.

5.36.040 Application for permit.

5.36.050 Revocation of permit.

5.36.060 Food vending vehicles.

5.36.070 Sidewalk vendors.

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5.36.110 Renewals.

5.36.120 Enforcement.

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5.36.140 Violation—Penalty.

5.36.150 Nuisance—Injunction.

~~**5.36.160 Temporary permits.**~~

5.36.010 Purpose.

The city recognizes the right of its citizenry to be relatively free from noise and obstruction when traversing the city streets. The city also recognizes the right of its citizenry to purchase reliable products from responsible vendors without a fixed place of businesses. The city by this regulatory chapter seeks to balance those competing interests. The city finds that the cost of this regulation should be borne by those individuals, companies and groups which seek to benefit financially from street vending or mobile food vending, since it should be their burden to ensure to the Winters citizens that their sales of goods shall be done in a manner least obstructive to their right to travel.

5.36.020 Definitions.

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"Food vending vehicle" includes any motor vehicle from which food or beverages are sold directly to a customer~~;~~, and does not include vehicles that involve the delivery of food or beverages ordered by home delivery customers.

"Mobile food vendor" means any person, including an agent or employee of another, who sells or offers to sell food or beverages from a motor vehicle on any public street.

"Public street or sidewalk" includes all areas legally open to public use as public streets, sidewalks, roadways, highways, parkways, alleys, and any other public way.

"Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only for a brief time to complete a transaction.

"Sidewalk vendor" means a person who sells food, beverages or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, in a public park, upon a public sidewalk or other pedestrian path.

"Stationary food vendor" means any person, including an agent or employee of another, who sells or offers to sell food or beverages from a motor vehicle, truck, trailer, cart, pop-up tent, or stand located on private property ~~for more than four hours in a single day~~.

"Stationary sidewalk vendor" means any person who sells food, beverages or merchandise from a fixed location from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance~~,~~ or from one's person~~,~~ upon a public sidewalk or other pedestrian path.

"Vendor" means any person who operates a food vending vehicle, stand or cart.

5.36.030 Permit.

It is unlawful for any ~~person~~sidewalk vendor, mobile food vendor, or stationary food vendor to sell or attempt to sell any commodity by means of vending such commodity upon any street or on private property in the city without first securing a permit and paying the fee therefor.

5.36.040 Application for permit.

~~Application~~The applicant shall apply for a permit ~~shall be made upon a form~~by submitting an application provided by the city and the required fee. The applicant shall truthfully state in full the information requested on the application:

A. Name ~~and~~, address of ~~present place of~~current residence, and ~~length of residence at such address; also~~ business address if ~~other~~different than ~~present address~~residence;

B. Address of place of residence during the past three years if other than present address;

C. Age of applicant;

~~D. Physical description of applicant;~~

~~E~~D. Name and address of the person, firm or corporation or association whom the applicant is employed by or represents, and the length of time of such employment or representation;

~~F~~E. Name and address of employer during the past three years if other than the present employer;

~~G~~F. Description ~~sufficient for identification~~ of the ~~type of commodity or~~ commodities to be ~~vended~~sold;

~~H~~G. Period of time for which the permit is applied;

~~I~~H. The date, or approximate date, of the last previous application for a permit under this chapter, if any;

~~J~~I. If ~~a~~any permit ~~is~~ issued to the applicant under this chapter has ever been revoked;

~~K~~J. Names of the three most recent communities where the applicant has engaged in street vending;

~~L~~K. Proposed method of operation;

~~M~~L. Signature of applicant;

~~N~~M. Social Security number of applicant.

All statements made by the applicant upon the application or in connection therewith shall be under oath.

The applicant shall submit to fingerprinting by the police department of the ~~city~~City in connection with the application for the permit.

The ~~city clerk~~Department shall ~~cause to be kept in his or her office~~keep an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all permits issued or denied under ~~the provisions of~~ this chapter~~, and of the denial of applications~~.

Applications for permits shall be numbered in consecutive order as filed, and every permit issued, and any renewal thereof, shall be identified with the duplicate number of the application upon which it was issued.

No permit shall be issued to any person who has been convicted of a violation of any of the provisions of this chapter; nor to any person whose permit issued hereunder has previously been revoked as herein provided.

5.36.050 Revocation of permit.

Any permit issued hereunder shall be revoked by the chief of police or Department if the holder of the permit is convicted of a violation of any of the provisions of this chapter, or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a permit under the terms of this chapter. Immediately upon such revocation, written notice thereof shall be given by the chief of police or Department to the holder of the permit in person or by certified United States mail addressed to his or her ~~residence~~residential address set forth in the application.

Immediately upon the giving of such notice, the permit shall become null and void.

The permit shall state the expiration date thereof.

5.36.060 Food vending vehicles.

The following rules and regulations shall be complied with by each person operating a food vending vehicle~~:~~.

A. Food Vendors. It shall be unlawful for any food vendor to:

1. Sell or attempt to by means of any outcry, sound, speaker or amplifier, or any instrument which violates the ~~city~~City of Winters noise ordinance contained in Chapter 8.20.

~~2. A use permit shall not be required for fundraising activities/special sales/events which are sponsored by the school district or approved by the city.~~

2. Sell within five hundred feet (500') of any school.

B. Mobile Food Vendors.

1. Mobile food vendor permits shall be issued for a calendar year and may be renewed upon Department approval.

2. Mobile food vendors shall have a certificate of compliance from the county health department, as appropriate. Additionally, vendors must apply for and participate in the Reciprocity Program if required and meet all applicable County requirements.

3. Mobile food vendors shall prominently display or affix the certificate of compliance from the Yolo County Health Department and City of Winters business license on the food vending vehicle.

4. Mobile food vendors shall obtain a seller's permit with the California Department of Tax Fee Administration, and issue resale certificates when applicable.

5. Hours of operation shall be from 8 a.m. to 10 p.m. daily.

6. It shall be unlawful for any mobile food vendor to:

~~1~~a. Exceed a speed of twelve (12) miles an hour when driving through neighborhoods seeking sales or when attempting to make a sale;

~~2~~b. Make more than two (2) stops in any one (1) block to make any sale;

~~3~~c. Stop anywhere within twenty-five feet (25') ~~feet~~ of an intersection when making a sale or attempting to make a sale;

~~4~~d. Double park, or park in any manner contrary to any ordinance relating to parking when making a sale or attempting to make a sale;

~~5~~e. Make a U-turn on any block;

~~6~~f. Drive a vehicle backwards ~~when making a sale or attempting~~in order to make or attempt or make a sale;

~~7~~g. Sell to any person who is standing in the street;

~~8~~h. Permit any person to hang on the vehicle or permit any person to ride in or on the vehicle except a bona fide assistant or assistants;

~~9~~i. Remain standing or stopped at any place for a period of time exceeding ten (10) minutes; or

~~10~~j. Conduct business within twenty feet (20') ~~feet~~ of any disabled parking space or access ramp~~;~~.

~~11. Sell or attempt to sell along any particular route more than two times during a twenty-four (24) hour period.~~

C. Stationary Food Vendor. Stationary food vendors shall comply with the following:

1. A property owner shall obtain a use permit ~~shall be obtained~~ from the planning commission to allow a stationary food vendor to operate on the owner's property except as allowed by subsection (C)(2) ~~of this section~~below. The permit shall be processed in accordance with and subject to the use permit requirements contained in Chapter 17.20. The planning commission can issue a conditional use permit for stationary food vendors in accordance with the Land Use/Zone Matrix in Section 17.52.020 and Table 17.58-2 of Section 17.58.050. A stationary food vendor must separately obtain a stationary food vendor permit under Sections 5.36.030 and 5.36.040.

2. A special permit shall be obtained from the ~~city~~City to allow a stationary food vendor to participate in an event approved by the ~~city~~City.

3. Locate on privately owned land not within enclosed buildings ~~on permanent foundations or in a public right-of-way~~with property owner's consent. The stationary food vending vehicle shall be located in a place where it can safely operate.

4. Stationary food vending vehicles ~~shall~~should be designed so they add aesthetic value to the vicinity. Design elements should include the use of umbrellas, overhangs, or other attractive shading devices, and temporary landscaping.

5. Hours of operation ~~may be limited as determined by the planning commission. Minor modifications to the hours of operation may be approved by the zoning administrator.~~shall be from 8 a.m. to 10 p.m. daily.

6. Provide a trash container immediately adjacent to the food vending vehicle. Trash container must be removed from the site during non-vending hours. Additionally, vendors must maintain the cleanliness of their site within twenty-five feet (25') ~~feet~~ surrounding their site.

7. Be limited to one (1) freestanding, ~~nonilluminated~~non-illuminated sign, not exceeding four feet (4') in any dimension~~,~~ to be placed within ten feet (10') ~~feet~~ of the stationary food vendor. These regulations do not include any graphics or signs painted directly onto the vehicle. No sign shall impede vehicle traffic, pedestrian ~~right-of-way, or pedestrian personal~~right of way, or bike lane, or vehicle traffic ~~(bike lanes)~~. No stationary food vendor signs shall be located within the Caltrans right-of-way.

8. Have a certificate of compliance from the county health department, as appropriate. Additionally, vendors must ~~complete the reciprocity checklist of Yolo~~apply for and participate in the Reciprocity Program if required and meet all applicable County requirements.

~~9. Stationary food vending vehicles are permitted in the vicinity of Grant Avenue and Railroad Avenue along three corridors from the intersection: Grant Avenue east to Dutton Street on the north side of the street and to East Street on the south side of Grant; both sides of Railroad Avenue south to Baker Street; west on Grant Avenue three hundred (300) feet.~~

9. Stationary food vendors shall not be permitted within two hundred (200) feet from another stationary food vendor on the same parcel.

10. Special events approved by the City may be exempt from the separation requirements.

11. The number of stationary food vendors that can operate on any one parcel shall be one stationary food vendor for every 5,250 sq. ft.

12. Stationary food vendors shall prominently display or affix the certificate of compliance from the Yolo County Health Department and City of Winters business license on the food vending vehicle.

13. Stationary food vendors shall obtain a seller's permit with the California Department of Tax Fee Administration, and issue resale certificates when applicable.

~~10~~14. Stationary food vendors shall be prohibited from having chairs and tables ~~for customer use unless approved by the planning commission. Any chairs and tables must be stored off site unless previously stated approval of the property owner is declared during the application process.~~.

~~11~~15. Stationary food vendors must comply with the Americans with Disabilities Act and other accessibility access standards.

~~12. Stationary food vendor permits may be revoked upon there being just cause.~~

~~13~~16. Stationary food vendors operating in parking lots must minimize the amount of parking spaces they are utilizing and cannot impede traffic flow entering, leaving, or within the parking lot.

~~14~~17. Stationary food vendors operating adjacent to, or within close proximity to~~,~~ a traffic intersection cannot visually impair drivers utilizing said intersection.

18. Stationary food vendor permits shall be issued for a calendar year and may be renewed upon Department approval.

19. The City shall issue only six use permits for a Stationary Food Vendor use.

5.36.070 Sidewalk vendors.

The following provisions shall regulate sidewalk vending stands and carts or other operations deemed similar by the ~~zoning administrator~~Department, which operate on publicly owned land or parks not within enclosed buildings. Nothing in this section shall be construed to affect the applicability of Part 7 (commencing with Section 113700) of Division 104 of the Health and Safety Code to a sidewalk vendor who sells food.

~~A~~1. A ~~business license~~sidewalk vendor shall ~~be obtained from the city to allow~~obtain a sidewalk vendor~~. The~~ permit and business license from the City. The business license permit shall be processed in accordance with the requirements contained in Chapter 5.04.

~~B~~2. Stationary sidewalk vendors shall be prohibited from selling in residentially zoned neighborhoods.

~~C~~3. Roaming sidewalk vendors are permitted to sell in residentially zoned neighborhoods~~; hours of operation shall be~~ between ~~nine a.m.~~9 am and ~~five~~5 p.m. Hours of operation in nonresidential areas shall be ~~consistent with the hours of other businesses operating in the nonresidential area as determined by the zoning administrator.~~between 8 a.m. to 10 p.m.

~~D~~4. All sidewalk vending stands, carts, signs, refuse containers and other material set up or provided by the vendor must be removed from the vending site during non-vending hours.

~~E~~5. Sidewalk vending stands and carts shall not exceed eight feet (8') in height, eight feet (8') in length and four feet (4') in width; not impede access to the entrance of any adjacent building or driveway; not impede pedestrian ~~right-of-way or pedestrian personal~~right of way, bike lanes, or vehicle traffic ~~(bike lanes); not be located on sidewalks where there is not on-street parking immediately adjacent~~; and must comply with the Americans with Disabilities Act and other accessibility access standards.

~~F~~6. Sidewalk vending stands and carts shall not be located within twenty feet (20') ~~feet~~ of a fire hydrant, fire escape, bus stop, loading zone, disabled parking space, access ramp, fire station or police department driveway.

~~G~~7. Sidewalk vendors shall supply a way to dispose of trash if an existing trash container does not exist within twenty-five feet (25') ~~feet~~ of the stand or cart. Additionally, sidewalk vendors must maintain the cleanliness of their site and within twenty-five feet (25') ~~feet~~ surrounding their site.

~~H~~8. Sidewalk vending stands and carts ~~shall~~should be designed so they add aesthetic value to the vicinity. Design elements should include the use of umbrellas, awnings, or other attractive shading devices.

~~I~~9. Sidewalk vending stands and carts shall be prohibited from having signs except those that are limited to one (1) freestanding, ~~nonilluminated~~non-illuminated sign not exceeding four feet (4') in any dimension, to be attached to, or placed within ten feet (10') ~~feet~~ of, the stand or cart. These regulations do not include any graphics or signs painted directly onto the vending stand or cart. No sign shall impede vehicle traffic, pedestrian right-of-way, ~~or pedestrian personal~~bike lane, or vehicle traffic ~~(bike lanes)~~. No sidewalk vendor signs shall be located within the Caltrans right-of-way.

~~J~~10. Sidewalk vendors shall obtain a certificate of compliance from the county health department, as appropriate. Additionally, vendors must ~~complete the reciprocity checklist of Yolo~~apply for and participate in the Reciprocity Program if required and meet all applicable County requirements.

11. Sidewalk vendors shall prominently display or affix the certificate of compliance from the Yolo County Health Department and City of Winters' business license in plain view on the food vending cart or stand.

12. Sidewalk vendors shall obtain a seller's permit with the California Department of Tax Fee Administration, and issue resale certificates when applicable.

~~K~~13. Sidewalk vendors locating near an intersection shall not ~~create a sight distance problem~~block the visibility of motorists and pedestrians.

~~L~~14. Sidewalk vendors wanting to vend within a ~~city~~City park may vend only during ~~those~~ hours the park is open. Sidewalk vendors may not vend within a ~~city~~City park during a ~~city-approved~~City-approved event when there is an exclusive agreement with one or more concessionaires.

~~M~~15. Sidewalk vendors shall be prohibited from having tables and chairs for customer use ~~unless the vendor is located in a given area that has adequate sidewalk width or is specifically designed for such purpose such as a plaza, park or other public open space area with adequate restroom facilities~~.

~~N. Sidewalk vendor permits may be revoked upon there being just cause.~~

~~O~~16. Sidewalk vendor ~~permit~~permits shall ~~expire in one~~be issued for a calendar year and may be ~~extended~~renewed upon ~~zoning administrator~~Department approval.

17. The City of Winters shall only allow for 10 active Roaming Sidewalk Vendor or Stationary Sidewalk Vendor permits during a calendar year.

5.36.080 Violation—Nuisance.

It is declared to be unlawful and shall constitute a nuisance for any person to violate the terms of this chapter.

5.36.090 Insurance for Food Vending Vehicles.

No permit shall be issued to an applicant with a food vending vehicle unless the applicant furnishes proof to the ~~city~~City of a public liability bond or insurance policy in an amount not less than ~~three hundred thousand~~one million dollars ($~~300,000.00~~1,000,000) for property damage and bodily injury liability, including injury resulting in death, caused by the applicant.

5.36.100 Fees.

The city shall by resolution establish fees for the issuance or renewal of permits sufficient to offset the city's cost of regulation of ~~street~~ vendors under this chapter. These fees shall be supplemental to any business license fees charged to street vendors. ~~Both~~These fees shall be payable upon application. The fees charged under this chapter shall be nonrefundable. ~~Permits shall be valid for one year from the date of issuance, unless sooner revoked as provided herein.~~

5.36.110 Renewals.

Renewals shall be done on an annual basis. Application for renewals of permits shall be received no later than thirty (30) days prior to the expiration of the applicant's permit, or shall be processed as new applications. The ~~city~~City may review applications for renewal to determine that:

A. The applicant is in full compliance with the provisions of this chapter;

B. The applicant ~~has a currently effective~~, if he or she is operating a food vending vehicle, has a current insurance policy in the minimum amount ~~provided in this chapter~~required in Section 5.36.090, or as amended by a subsequent resolution of the ~~Winters city council.~~

City Council. If the ~~city~~City finds that the applicant meets the above requirements, the city shall issue a new permit.

5.36.120 Enforcement.

Enforcement shall be implemented by the city manager or through a city staff person designated by him or her. In addition, any ~~Winters~~ police officer or Department staff is authorized to enforce the provisions of this chapter. Such person shall have authority to issue citations based upon reasonable cause in a manner most suitable to the particular incident.

5.36.130 No preemption.

This chapter shall not be interpreted to permit soliciting, or the procedures thereof or redress therefrom, where restricted by state law.

5.36.140 Violation—Penalty.

A. It is unlawful for any person to violate any provision or fail to comply with any requirements of this chapter. A violation of this chapter shall by punished by:

1. An administrative fine not exceeding $100 for a first violation.

2. An administrative fine not exceeding $200 for a second violation within one (1) year of the first violation.

3. An administrative fine not exceeding $500 for each additional violation within one (1) year of the first violation.

B. A violation of vending without a sidewalk vending permit may, in lieu of the penalties set forth in subsection (A) set forth above, be punishable by:

1. An administrative fine not exceeding two hundred fifty ($250) dollars for a first violation.

2. An administrative fine not exceeding five hundred dollars ($500) for a second violation within one (1) year of the first violation.

3. An administrative fine not exceeding one thousand dollars ($1,000) for each additional violation within one (1) year of the first violation.

C. Each violation shall constitute a separate offense.

D. Notwithstanding the above, the City may exercise its rights to pursue any other remedies authorized by state law.

~~Any person, firm, corporation, or organization which violates any provision of this chapter shall, upon conviction thereof, be subject to the maximum allowable fine pursuant to the requirements set forth in state law.~~

~~Upon conviction thereof, punishment shall be a fine subject to the maximum allowable pursuant to the requirements set forth in state law, or imprisonment for a term not exceeding six months, or by both a fine and imprisonment.~~

5.36.150 Nuisance—Injunction.

Any violation of this chapter is declared to be a nuisance. In addition to any other relief provided by this chapter, the city attorney may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this chapter. Such application for relief may include seeking a temporary restraining order, temporary injunction and permanent injunction.

~~**5.36.160 Temporary permits.**~~
~~Temporary permits provided to vendors are strictly regulated and shall provide guidelines which vendors must abide by. These permits will range in costs and shall be adjusted based on the length of time in which the food vendor is serving within the city limits and shall go into effect upon approval from the city and shall expire upon the designated time noted on the approved permit.~~

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: July 15, 2025

THROUGH: Jeremy Craig, City Manager

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

SUBJECT: Resolution No. 2025-45 approving a truck purchase for the Public Works Department in an amount not to exceed $78,000.

RECOMMENDATION:
Adopt Resolution No. 2025-45 approving a truck purchase for the Public Works Department in an amount not to exceed $78,000.

BACKGROUND:
The City of Winters Public Works Department has a 2006 vehicle that needs to be replaced. This vehicle has been repaired multiple times in the past few years for various minor and significant cost items. At 19 years old and with 225,000 miles, its condition has become unreliable and expensive to maintain.

DISCUSSION:
In line with the City Council's goals of environmental sustainability, this vehicle replacement will feature an all-electric truck, serving as a test model for transitioning the City's public works fleet to zero-emission alternatives. Staff contacted five dealerships in Northern California and received four quotes for a 2025 Electric Ford F150 Lightning Super Cab Truck based on its towing capacity. However, only one dealership, San Leandro Ford, has the vehicle in stock at this time. These trucks are in high demand from large companies and governments trying to accomplish a similar environmental goal. Pre-approval from the council will enable staff to act promptly when the proper vehicle becomes available before it is taken from one of these other entities.

FISCAL IMPACT:
$78,000 was budgeted in the FY 2025-26 budget in Fund 101-57612-610, the Public Works Vehicle Replacement account for this purchase. Any remaining funds budgeted will be used by staff to add a logo and upfit the truck.

ATTACHMENTS:
1. Resolution No. 2025-45
2. Vehicle Quotes

Resolution No. 2025-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A TRUCK PURCHASE FOR THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED $78,000

WHEREAS, the Public Works Department has a 2006 F150 truck which has reached the end of its useful life; and

WHEREAS, the vehicle is 19 years old with 225,000 miles and has become unreliable for daily operations and a high-maintenance issue; and

WHEREAS, staff has budgeted $78,000 in the Fiscal Year 2025-26 fiscal budget to replace the vehicle; and

WHEREAS, staff has obtained quotes from different dealerships with vehicle specifications that meet the City's energy efficiency, environmental, and towing needs (2025 F150 Ford Lightning Super Cab) and San Leandro Ford currently has such a vehicle in stock; and

WHEREAS, the purchase of a zero emissions vehicle meets the City Council's goals for environmental sustainability.

WHEREAS, staff shall purchase said vehicle from San Leandro Ford, but if said vehicle is no longer available, staff shall search for and purchase a comparable alternative within the not-to-exceed limit in accordance with the City's purchasing policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters that it approves the purchase of a truck in a total not-to-exceed amount of $78,000, including upfitting, taxes and fees associated with the purchase.

DULY AND REGULARLY ADOPTED this 15th day of July, 2025, by the following vote:
AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

ford.com

VEHICLE DESCRIPTION

F-150 LIGHTNING

SW G01236

2025 F-150 4X4 SUPERCREW
145" WHEELBASE
131KWH EXT BAT-SINGLE CHGR
SINGLE-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
MED DARK SLATE VINYL BUCKET

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED PROJECTOR W/ DYNAMIC BENDING HEADLAMPS
- LOCKING REMOVABLE TAILGATE WITH TAILGATE ASSIST
- MEGA POWER FRUNK
- PICKUP BOX TIE DOWN HOOKS
- POWER UP/DOWN FRONT HOOD
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL

INTERIOR
- 12" DIGITAL INSTRMNT CLSTR
- 1TOUCH UP/DOWN DR/PASS WIN
- 60/40 FOLD-UP REAR BENCH
- A/C W/DUAL CLIMATE CONTROL
- AUTO-DIM REARVIEW MIRROR
- BLACK VINYL FLOOR COVERING
- DOOR LOCKS - POWER
- DUAL VISOR VANITY MIRRORS
- FRONT ROW HEATED SEATS
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINT - 2 120V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH
- FORDPASS™ CONNECT
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE BRAKE ASSIST
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SIRIUSXM® W/360L- NA AK&HI
- SYNC®4 W/EVR & 12" SCREEN
- WIRELESS APPLE CARPLAY® AND ANDROID AUTO™

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LED CTR HIGH MNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/60,000 SAFETY RESTRAINT SYS
- 8YR/100,000 ELECTRIC VEHICLE COMPONENTS

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 110A	
•PRO SERIES	
OPTIONAL EQUIPMENT/OTHER	
.ZERO EMISSIONS VEHICLE	
131KWH EXT BAT-SINGLE CHGR	5,000.00
275/65R18 BSW ALL-TERRAIN TIRE	
8550# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
PRO POWER ONBOARD - 9.6 KW	1,200.00
MAX TRAILER TOW PACKAGE	1,100.00
.ELECTRIC DRIVE E-LOCK RR AXLE	
.INTEGRATED TRAILER BRAKE CONT	
18" SPARE WHEEL AND TIRE	175.00
TAILGATE STEP AND WORK SURFACE	430.00
18" ALLOY GLOSS BLACK WHEELS	
MOBILE POWER CORD (120V/240V)	500.00

PRICE INFORMATION	(MSRP)
BASE PRICE	$47,780.00
TOTAL OPTIONS/OTHER	8,405.00
TOTAL VEHICLE & OPTIONS/OTHER	56,185.00
DESTINATION & DELIVERY	2,095.00

Ford Model e™ Proudly designed and engineered in Michigan by the Ford Model e Electric Vehicle Team.

RAMP ONE: CA84

RAMP TWO:

CONVOY

ITEM #: 72-K017 O/T 60

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TOTAL MSRP $58,280.00

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

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RK301 N RB 2X 530 008588 10 30 24

EPA DOT Fuel Economy and Environment

Electric Vehicle

Fuel Economy

70 MPGe combined city/hwy

Standard Pickup Trucks range from 12 to 84 MPGe. The best vehicle rates 140 MPGe.

78 city | 63 highway | 48 kW-hrs per 100 miles

Driving Range
When fully fueled, vehicle can travel about... 320 miles
0 60 120 180 240 300
Charge Time: 14.6 hours (240V)

You save **$3,750** in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$1,150**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 9 (1–10, Best)

Smog Rating (tailpipe only): 10 (1–10, Best)

This vehicle emits 0 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity, learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $.16 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★ / Passenger ★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ / Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

2023 MOTORTREND TRUCK OF THE YEAR®

2023 NORTH AMERICAN TRUCK OF THE YEAR

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T-network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

1FT6W1B77SWG01236

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including phthalates and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To mininize exposure, wear gloves or wash your hands frequently when servicing your vehicle.
For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FSWG01236 TO 48028

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

ford.com

VEHICLE DESCRIPTION

F-150 LIGHTNING

SW G12312

2025 F-150 4X4 SUPERCREW
145" WHEELBASE
131KWH EXT BAT-DUAL CHGR
SINGLE-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
BLACK SSV 40/CONSOLE/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED PROJECTOR W/ DYNAMIC BENDING HEADLAMPS
- LOCKING REMOVABLE TAILGATE WITH TAILGATE ASSIST
- MEGA POWER FRUNK
- PICKUP BOX TIE DOWN HOOKS
- POWER UP/DOWN FRONT HOOD
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL

INTERIOR
- 12" DIGITAL INSTRMNT CLSTR
- 1TOUCH UP/DOWN DR/PASS WIN
- 60/40 FOLD-UP REAR BENCH
- A/C W/DUAL CLIMATE CONTROL
- AUTO-DIM REARVIEW MIRROR
- BLACK VINYL FLOOR COVERING
- DOOR LOCKS - POWER
- DUAL VISOR VANITY MIRRORS
- FRONT ROW HEATED SEATS
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINT - 2 120V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH
- FORDPASS™ CONNECT
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE BRAKE ASSIST
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SIRIUSXM® W/360L- NA AK&HI
- SYNC®4 W/EVR & 12" SCREEN
- WIRELESS APPLE CARPLAY® AND ANDROID AUTO™

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LED CTR HIGH MNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/60,000 SAFETY RESTRAINT SYS
- 8YR/100,000 ELECTRIC VEHICLE COMPONENTS

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 110A	
•PRO SERIES	
OPTIONAL EQUIPMENT/OTHER	
.ZERO EMISSIONS VEHICLE	
131KWH EXT BAT-DUAL CHGR	6,500.00
275/60R20 BSW ALL-SEASON	
8550# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
CRBN BLK FIXED EXTND RUN BOARD	NO CHARGE
PRO POWER ONBOARD - 9.6 KW	1,200.00
MAX TRAILER TOW PACKAGE	1,100.00
.ELECTRIC DRIVE E-LOCK RR AXLE	
.INTEGRATED TRAILER BRAKE CONT	
20" ALLOY DARK CARBONIZED GRAY	
MOBILE POWER CORD (120V/240V)	600.00
PRO SSV PACKAGE	145.00
.8-WAY POWER DRIVERS SEAT	
SSV HEAVY-DUTY CLOTH 40/CON/40	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	$47,780.00
TOTAL OPTIONS/OTHER	9,545.00
TOTAL VEHICLE & OPTIONS/OTHER	57,325.00
DESTINATION & DELIVERY	2,195.00

pro SSV pkg

Ford Model e™ Proudly designed and engineered in Michigan by the Ford Model e Electric Vehicle Team.

RAMP ONE: CA84
RAMP TWO:
CONVOY
ITEM #: 72-F817 O/T 60

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TOTAL MSRP $59,520.00

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SPECIAL ORDER
SD231 N RB 2X 555 008751 04 23 25

EPA DOT Fuel Economy and Environment

Electric Vehicle

Fuel Economy

70 MPGe combined city/hwy

78 city | 63 highway | 48 kW-hrs per 100 miles

Standard Pickup Trucks range from 12 to 87 MPGe. The best vehicle rates 140 MPGe.

Driving Range
When fully fueled, vehicle can travel about...
0 60 120 180 240 300 **320** miles
Charge Time: 10.1 hours (240V)

You save $3,750 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $1,150

Fuel Economy & Greenhouse Gas Rating (Tailpipe only): 9 (1 – 10, Best)

Smog Rating (Tailpipe only): 10 (1 – 10, Best)

This vehicle emits 0 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity. Learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $.16 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

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GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score		★★★★★
Frontal Crash	Driver	★★★★
	Passenger	★★★★
Side Crash	Front seat	★★★★★
	Rear seat	★★★★★
Rollover		★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.
Based on the risk of injury in a side impact.
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

2023 MOTORTREND TRUCK OF THE YEAR

2023 TRUCK

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See In-vehicle Settings for connectivity options.

FordPass Connect™ Service and FordPass™ App required for certain remote features (see App Terms for more information). Connected Service and related feature functionality is subject to compatible AT&T network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

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For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

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Here instock

ford.com

VEHICLE DESCRIPTION

F-150 LIGHTNING

SW G15075

2025 F-150 4X4 SUPERCREW
145" WHEELBASE
123KWH EXT BAT-SINGLE CHGR
SINGLE-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
SLATE ACTIVE X TRIMMED

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- BOX LIGHTING-LED
- DOOR HANDLES - BODY COLOR
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED PROJECTOR W/ DYNAMIC BENDING HEADLAMPS
- LOCKING REMOVABLE TAILGATE WITH TAILGATE ASSIST
- MEGA POWER FRUNK
- MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS
- PICKUP BOX TIE DOWN HOOKS
- POWER UP/DOWN FRONT HOOD

INTERIOR
- 10-WAY PWR DRV & MULTI-ADJ PWR FRT PASS
- 12" DIGITAL INSTRMNT CLSTR
- 1TOUCH UP/DOWN DR/PASS WIN
- 60/40 FOLD-UP REAR BENCH
- A/C W/DUAL CLIMATE CONTROL
- ACTIVEX WRAPPED STR WHEEL
- AUTO-DIM REARVIEW MIRROR
- HEATED STEERING WHEEL
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- PEDALS - POWER ADJUSTABLE
- POWERPOINT - 2 120V
- REAR-WINDOW DEFROSTER

FUNCTIONAL
- 360-DEGREE CAMERA
- ADAPTIVE CRUISE CONTROL
- B&O SOUND SYSTEM, 8 SPKR
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH
- EVASIVE STEERING ASSIST
- FORDPASS™ CONNECT
- FORWARD SENSING SYSTEM
- INTELL ACCESS W/PUSH START
- LANE-KEEPING SYSTEM
- PRE-COLLISION ASSIST W/AEB
- SYNC®4A W/EVR & 15.5" SCRN
- TOW TECHNOLOGY PKG
- WIRELESS APPLE CARPLAY® AND ANDROID AUTO™

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LED CTR HIGH MNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/60,000 SAFETY RESTRAINT SYS
- 8YR/100,000 ELECTRIC VEHICLE COMPONENTS

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 312A	
•FLASH	
OPTIONAL EQUIPMENT/OTHER	
.20" ALLOY DARK CARBONIZED GRA	
.ZERO EMISSIONS VEHICLE	
275/60R20 BSW ALL-TERRAIN	150.00
ELECTRIC DRIVE REGULAR AXLE	
8430# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
PRO POWER ONBOARD - 9.6 KW	1,200.00
BLUECRUISE EQUIP: 90DAY TRIAL	
18" SPARE WHEEL AND TIRE	175.00
TAILGATE STEP AND WORK SURFACE	430.00
MOBILE POWER CORD (120V/240V)	600.00
BEDLINER-TOUGHBED SPRAYIN*ACCY	595.00

PRICE INFORMATION	(MSRP)
BASE PRICE	$67,995.00
TOTAL OPTIONS/OTHER	3,150.00
TOTAL VEHICLE & OPTIONS/OTHER	71,145.00
DESTINATION & DELIVERY	2,195.00

Ford Model e™ Proudly designed and engineered in Michigan by the Ford Model e Electric Vehicle Team.

RAMP ONE: CA84
RAMP TWO:
CONVOY
ITEM #: 72-6334 O/T 2

TOTAL MSRP $73,340.00

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

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SD231 N RB 2X 555 009228 04 23 25

EPA DOT Fuel Economy and Environment

Electric Vehicle

Fuel Economy

72 MPGe combined city/hwy

79 city | 65 highway | 47 kW-hrs per 100 miles

Standard Pickup Trucks range from 12 to 87 MPGe. The best vehicle rates 140 MPGe.

Driving Range
When fully fueled, vehicle can travel about... 0 50 100 150 200 250 **300** miles

Charge Time: 13.7 hours (240V)

You **save** **$3,750** in fuel costs over 5 years compared to the average new vehicle.

Annual fuel **cost** **$1,150**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 1 — 9 — 10 Best

Smog Rating (tailpipe only): 1 — 10 — 10 Best

This vehicle emits: 0 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity. Learn more at fueleconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $.16 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

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Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score		Not Rated
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.		
Frontal Crash	Driver	Not Rated
	Passenger	Not Rated
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.		
Side Crash	Front seat	Not Rated
	Rear seat	Not Rated
Based on the risk of injury in a side impact.		
Rollover		★ ★ ★ ★
Based on the risk of rollover in a single-vehicle crash.		

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

2023 MOTORTREND TRUCK OF THE YEAR

2023 TRUCK

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain in-vehicle features (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

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For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

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1202505078356

Flash pkg — Inbound
Due here in approx 2 weeks

ford.com

VEHICLE DESCRIPTION

F-150 LIGHTNING

SW G19860

2025 F-150 4X4 SUPERCREW
145" WHEELBASE
131KWH EXT BAT-DUAL CHGR
SINGLE-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
MED DARK SLATE VINYL BUCKET

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

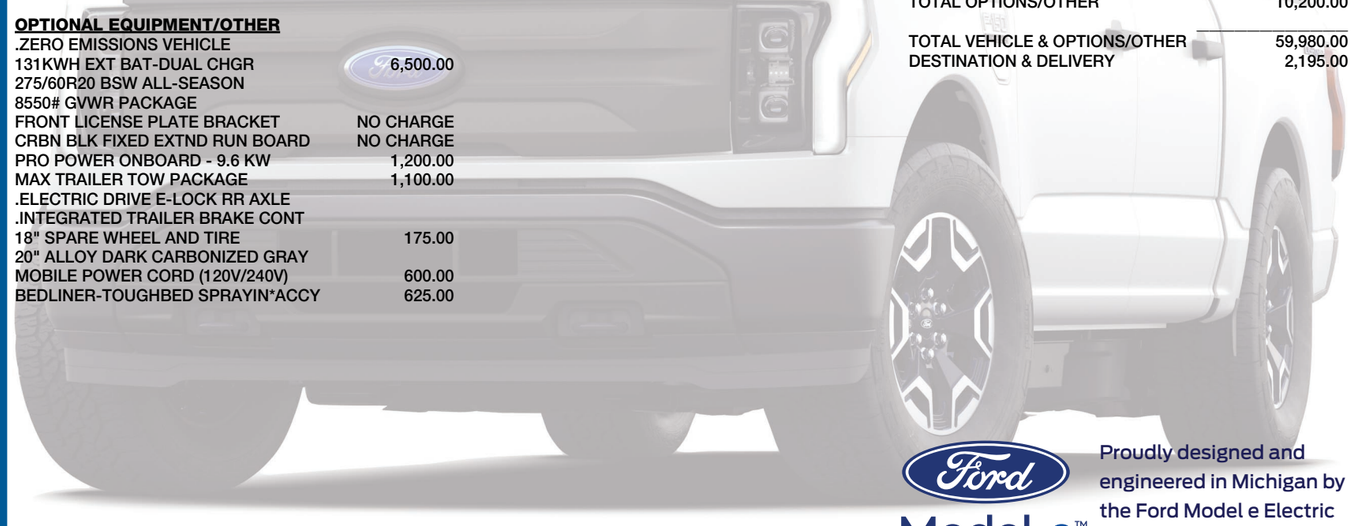
EXTERIOR
- DAYTIME RUNNING LAMPS
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED PROJECTOR W/ DYNAMIC BENDING HEADLAMPS
- LOCKING REMOVABLE TAILGATE WITH TAILGATE ASSIST
- MEGA POWER FRUNK
- PICKUP BOX TIE DOWN HOOKS
- POWER UP/DOWN FRONT HOOD
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL

INTERIOR
- 12" DIGITAL INSTRMNT CLSTR
- 1TOUCH UP/DOWN DR/PASS WIN
- 60/40 FOLD-UP REAR BENCH
- A/C W/DUAL CLIMATE CONTROL
- AUTO-DIM REARVIEW MIRROR
- BLACK VINYL FLOOR COVERING
- DOOR LOCKS - POWER
- DUAL VISOR VANITY MIRRORS
- FRONT ROW HEATED SEATS
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINT - 2 120V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH
- FORDPASS™ CONNECT
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE BRAKE ASSIST
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SIRIUSXM® W/360L- NA AK&HI
- SYNC®4 W/EVR & 12" SCREEN
- WIRELESS APPLE CARPLAY® AND ANDROID AUTO™

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LED CTR HIGH MNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/60,000 SAFETY RESTRAINT SYS
- 8YR/100,000 ELECTRIC VEHICLE COMPONENTS



INCLUDED ON THIS VEHICLE (MSRP)

EQUIPMENT GROUP 110A
•PRO SERIES

OPTIONAL EQUIPMENT/OTHER

	(MSRP)
.ZERO EMISSIONS VEHICLE	
131KWH EXT BAT-DUAL CHGR	6,500.00
275/60R20 BSW ALL-SEASON	
8550# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
CRBN BLK FIXED EXTND RUN BOARD	NO CHARGE
PRO POWER ONBOARD - 9.6 KW	1,200.00
MAX TRAILER TOW PACKAGE	1,100.00
.ELECTRIC DRIVE E-LOCK RR AXLE	
.INTEGRATED TRAILER BRAKE CONT	
18" SPARE WHEEL AND TIRE	175.00
20" ALLOY DARK CARBONIZED GRAY	
MOBILE POWER CORD (120V/240V)	600.00
BEDLINER-TOUGHBED SPRAYIN*ACCY	625.00

PRICE INFORMATION

	(MSRP)
BASE PRICE	$49,780.00
TOTAL OPTIONS/OTHER	10,200.00
TOTAL VEHICLE & OPTIONS/OTHER	59,980.00
DESTINATION & DELIVERY	2,195.00

Ford Proudly designed and engineered in Michigan by the Ford Model e Electric Vehicle Team.

Model e™

RAMP ONE: CA84
RAMP TWO:
CONVOY
ITEM #: 72-0004 O/T 60

TOTAL MSRP $62,175.00

Scan The QR Code to get more details about this vehicle

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SPECIAL ORDER
SF111 N RB 2X 565 005272 06 11 25

EPA DOT Fuel Economy and Environment

Electric Vehicle

Fuel Economy

70 MPGe combined city/hwy

78 city | 63 highway | 48 kW-hrs per 100 miles

Standard Pickup Trucks range from 12 to 87 MPGe. The best vehicle rates 140 MPGe.

Driving Range
When fully fueled, vehicle can travel about... 320 miles
0 60 120 180 240 300
Charge Time: 10.1 hours (240V)

You save **$3,750** in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$1,150**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 9 (1–10, Best)

Smog Rating (tailpipe only): 10 (1–10, Best)

This vehicle emits 0 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity, learn more at fueleconomy.gov.

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GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★ / Passenger ★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ / Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

2023 MOTORTREND TRUCK OF THE YEAR®

2023 NORTH AMERICAN TRUCK OF THE YEAR

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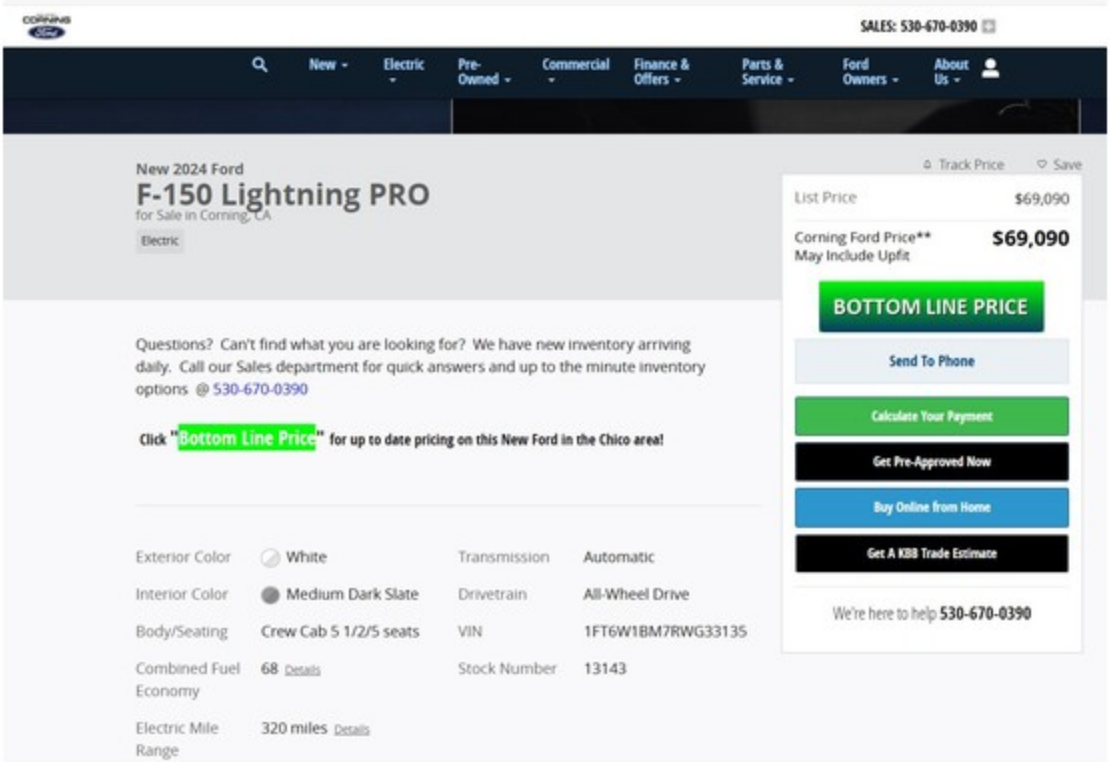
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for Sale in Corning, CA
Electric
List Price
$69,090
Corning Ford Price**
May Include Upfit
$69,090
BOTTOM LINE PRICE
Send To Phone
Calculate Your Payment
Get Pre-Approved Now
Buy Online from Home
Get A KBB Trade Estimate
We're here to help 530-670-0390
Questions? Can't find what you are looking for? We have new inventory arriving daily. Call our Sales department for quick answers and up to the minute inventory options @ 530-670-0390
Click "Bottom Line Price" for up to date pricing on this New Ford in the Chico area!
Exterior Color
White
Interior Color
Medium Dark Slate
Body/Seating
Crew Cab 5 1/2/5 seats
Combined Fuel Economy
68 Details
Electric Mile Range
320 miles Details
Transmission
Automatic
Drivetrain
All-Wheel Drive
VIN
1FT6W1BM7RWG33135
Stock Number
13143

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	July 15, 2025
THROUGH:	Jeremy Craig, City Manager
FROM:	Eric Lucero Director of Operations & Maintenance
SUBJECT:	Resolution 2025-43 Approving the License Agreement with Ample Electric, Inc for Access to City Property for Storage.

RECOMMENDATION:
Staff recommends that the City Council approve Resolution 2025-43 approving the License Agreement with Ample Electric, Inc for Access to City Property for Storage.

BACKGROUND:
The City owns property located at 27502 County Road 32A (APN 030-180-024-000) adjacent to the City's Wastewater Treatment Facility South Spray Field. In years past the City turned over this parcel to the Audubon Society. The Audubon Society decided a few years ago not to continue to use this parcel owned by the City which put the maintenance burden (weed abatement) back on the City. Recently, the City was approached by Ample Electric, Inc looking for vacant land to store materials for its expanding business.

DISCUSSION:
Ample Electric, Inc will pay the City $10,000 per year to exclusively use 17 acres and fence 2 of those acres to store materials (pipe, conduit, etc.) Ample Electric, Inc. has also agreed to be responsible for maintaining not just the 2 acres they will fence in but will maintain/weed abate the entire 17-acre parcel.

FISCAL IMPACT:
The City will receive $10,000 per year for Ample Electric's use of the license area.

ATTACHMENTS:

1. Resolution No. 2025-43
2. License Agreement

RESOLUTION NO. 2025-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A LICENSE AGREEMENT WITH AMPLE ELECTRIC, INC FOR ACCESS TO CITY PROPERTY FOR STORAGE

WHEREAS, the City of Winters ("City") was approached by Ample Electric, Inc to use City-owned property to store materials; and

WHEREAS, the City agreed to allow Ample Electric, Inc to store materials on a 17 acre area ("License Area") on City property located at 27502 County Road 32A in Winters, CA (APN 030-180-024-000) adjacent to the City's Wastewater Treatment Facility South Spray Field ("Property"); and

WHEREAS, the Property is vacant and is not being utilized for any other purpose; and

WHEREAS, Ample Electric, Inc will pay the City Ten Thousand Dollars ($10,000) a year for the use of the License Area.

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 Ample Electric, Inc 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 15th day of July 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

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Exhibit A
License Agreement

LICENSE AGREEMENT
BETWEEN
CITY OF WINTERS AND
AMPLE ELECTRIC INC FOR
ACCESS TO CITY PROPERTY FOR STORAGE

This License Agreement ("Agreement") is entered into effective July 16, 2025 ("Effective Date"), by and between the City of Winters, a California municipal corporation with its principal place of business at 318 1st Street, Winters, California 95694 ("City"), and Ample Electric, Inc, a California corporation with its principal place of business at 16 Light Sky Court, Sacramento, CA 95828 ("Licensee"). City and Licensee are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City owns certain real property located at 27502 County Road 32A, Winters, California, APN 030-180-024-000 (the "City Parcel") adjacent to the City's Wastewater Treatment Facility.

B. Licensee desires to obtain, and City desires to grant, a license from City to Licensee to access and use an approximately 17 acres of vacant area located along a portion of the western boundary of the City Parcel depicted with a yellow outline in Exhibit A ("License Area"), solely for the storage of non-hazardous and non-perishable business material. Exhibit A is attached hereto and incorporated herein by this reference.

C. The terms of this Agreement shall govern Licensee's use and access to the License Area.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

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

2. Grant of License. City hereby grants to Licensee a license for access and entry onto the License Area, subject to all of the terms and conditions hereof, for valuable consideration of $10,000.00 per year, with the first prorated payment of $9,596.78 due on July 16, 2025, then the full annual payment of $10,000 due on July 1, 2026 and each July 1 thereafter. The License Area includes the 17-acre area of the City parcel outlined in yellow, as depicted in Exhibit A.

3. Term. The Term of this Agreement shall be from July 16, 2025 to June 30, 2028, unless earlier terminated as provided herein ("Term"). The Parties may by mutual written consent, extend the term of this agreement by one (1) year to June 30, 2029 and by another one (1) year to June 30, 2030.

4. Use of the License Area. The License Area shall be utilized by Licensee solely for the purpose of non-hazardous and non-perishable storing business materials ("Activities").

Licensee, at its sole cost and expense, shall maintain the License Area and repair any damage to property done by Licensee or any of its employees, agents, customers, or sublicensees. Licensee shall maintain the License Area and remove weeds by mowing or discing, but shall not use any chemicals, weed killer, or pesticides. Licensee may install a security fence around, and gravel within, the perimeter of the 2-acre rectangular area identified with a red outline in Exhibit A. The City shall approve the design, location, and use of materials prior to installation. Licensee's Activities shall not interfere with City's use of its property, nor the City's licensee's use of the 500 sq. ft. area located immediately east of the License Area on the City Parcel to host beehives. Licensee agrees to immediately notify the City of any Activities/use or potential Activities/use that could affect the beehives or the remainder of the City parcel outside the License Area. Any License or permission granted hereunder is exclusive, subject to the discretion, approval and direction of the City throughout the term and duration of the License and the City retains the authority, in accordance with this Agreement, to supervise, control, and/or terminate any Activities conducted. The City hereby designates Eric Lucero, Public Works Director of Operations & Maintenance, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). Licensee shall not accept direction or orders from any person other than the City's Representative or his designee, unless otherwise instructed by the City in writing. Licensee shall not use, and Licensee shall prohibit, any of its sublicensees from using the License Area other than for the Activities described herein.

5. Compliance with Laws. Licensee shall, at its sole expense, conduct and cause to be conducted all activities in the License Area in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, whether or not in the contemplation of the Parties. Licensee agrees to conduct the Activities at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the City and other government agencies responsible for public safety. Licensee shall, at its sole expense, procure and maintain in force at all times during its use of the License Area any and all licenses, permits, or approvals necessary to conduct the Activities.

6. Restrictions on Use of the License Area. Licensee shall not use or permit the License Area to be used in any manner which would violate any lawful access to, and use and operation of, the License Area. Licensee shall not commit any waste or permit or suffer any waste to be committed on the License Area.

7. Condition of Access Not Warranted; "AS IS". Notwithstanding the foregoing, City does not warrant or represent the License Area granted by this Agreement is safe, healthful or suitable. Licensee acknowledges that it has inspected and accepts the License Area in its present condition as suitable for the use for which this Agreement is granted. LICENSEE'S USE OF THE LICENSE AREA IS SOLELY AT ITS OWN RISK. LICENSEE SHALL NOT FILE ANY ACTION, CLAIM OR LAWSUIT FOR DAMAGES, RESTITUTION OR OTHER RELIEF AGAINST CITY IN CONNECTION WITH USE OF THE LICENSE AREA. The City is not responsible for the safety or any personal injury to Licensee, its employees, agents, or sublicensees, or for the property of Licensee, its employees, agents, sublicensees in the event of theft, damage or loss, occurring from the Activities or use of the License Area.

Licensee initials_____

8. Release. Licensee does hereby release and forever discharge City, its officials, officers, employees, agents, volunteers, attorneys, successors, and assigns from any and all manner of actions, at law or in equity, suits, debts, liens, promises, liabilities, claims, demands, damages, losses, costs, known or unknown, fixed or contingent (collectively referred to hereinafter as "Claims"), which Licensee now has or may hereafter have in connection with the License Area, use of the License Area or this Agreement. By releasing and forever discharging claims, both known and unknown as provided above, Licensee expressly waives any rights under California Civil Code section 1542, which provides:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Licensee initials_____

9. Insurance. Without in any way limiting Licensee's liability pursuant to the "Indemnification" section (Section 11) of this Agreement, Licensee must maintain insurance in the following minimum amounts and coverages for the License Area:

A. General Liability Insurance with limits not less than $2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Broadform Property Damage, and Products Liability and Completed Operations; Automobile Liability Insurance with proof of coverage for $1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Symbol 1), or if Contractor has no owned autos, hired, (Symbol 8), and non-owned autos (Symbol 9), per accident for bodily injury and property damage; and Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City.

B. General Liability Insurance and Automobile Liability Insurance policies must provide the following:

(i) Name as Additional Insured the City of Winters, its officers, agents, and employees.

(ii) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. All insurance shall be provided under an occurrence basis.

D. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

E. Before commencing any Activities under this Agreement, Licensee shall do the following: (a) furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-:VIII or higher, that are authorized to do business in the State of California, and that are reasonably satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10. Hazardous/Toxic Materials. Licensee shall use the License Area in compliance with all federal, state or local environmental, health and/or safety-related laws, regulations, standards, permits currently existing or as amended or adopted in the future from time to time which are or become applicable to Licensee or the License Area ("Environmental Laws"). Licensee shall not cause or permit or allow any of its agents, contractors, employees, or sublicensees to cause or permit, any hazardous or toxic materials to be stored, generated, treated or disposed of on or about the License Area. As used herein, "hazardous and toxic materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its detrimental properties or effects.

11. Indemnification. Licensee shall indemnify, defend (with counsel approved by City), reimburse and hold harmless City, its officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "losses"), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the License Area, or any part thereof; (b) any failure by Licensee, or any of its employees, agents, customers, or sublicensees, to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (c) the use of the License Area or the Activities conducted thereon by Licensee, its employees, agents, customers, or sublicensees; or (d) any and all Losses arising in connection with this Agreement. This indemnity shall specifically exclude any injury or damage that results from the sole negligence or the intentional or willful misconduct of the City, its officers, directors, agents, or employees. City shall notify Licensee of any asserted claim with respect to which City may be indemnified against hereunder and shall deliver to Licensee copies of all process and pleadings pertaining thereto. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and all other reasonable costs and expenses incurred by the indemnified parties. Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Licensee and City and their respective officers, agents, employees, and contractors. Licensee shall have an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision. This indemnity shall survive the termination of this Agreement.

12. Termination. Either Party may terminate this Agreement at any time without cause by providing notice to the other party pursuant to Section 14. From the date of termination in the notice, Licensee shall have up to thirty (30) days to remove materials from the License Area and

restore, at Licensee's sole cost and expense, the License Area to its original condition. Further, the City may terminate this Agreement and the License for safety/emergency reasons without prior notice to Licensee. It is within the sole discretion of the City to determine if and when safety/emergency concerns exist which require immediate attention. If this Agreement and the License is terminated for safety/emergency reasons, the City shall take appropriate, immediate action in the License Area, including the removal and destruction of Licensee's materials. The City shall incur no liability or obligation upon exercising any of the termination rights listed herein.

13. Possessory Interest Taxes. Licensee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest under applicable law. Licensee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Licensee's interest under this Agreement or use of the License Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by applicable law.

14. Notices. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

CITY:

City of Winters
318 1st Street
Winters, CA 95694
Attn: Jeremy Craig, City Manager

LICENSEE:

Ample Electric Inc
1000 Railroad Ave.
Winters, CA 95694
Attn: Jose Diaz, Owner

Notice shall be deemed made (a) upon the date when it is deposited with the U.S. Post Office, if sent by first-class or certified mail, or (b) upon the date personal delivery is made.

15. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein.

16. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

17. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or

prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

18. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Yolo County, State of California.

19. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver or binding unless executed in writing by the Party making the waiver.

20. Entire Agreement. This Agreement contains the entire agreement of the Parties relative to the subject matter herein and supersedes any prior or written statements or agreements between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties.

21. Assignments. Licensee shall not transfer or assign, voluntarily, involuntarily, directly or indirectly, Licensee's interest under this Agreement. This Agreement is personal to Licensee and shall not be assigned by Licensee without prior written consent by City, and any attempt to assign this Agreement by Licensee without City's consent shall be void. City may assign this Agreement to a successor owner. Notwithstanding the foregoing, each and every term and condition of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of both Parties.

22. Invalidity. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.

23. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

24. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

25. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any Party, it being agreed that the Parties or their agents have all participated in the preparation of this Agreement.

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

CITY OF WINTERS

By: _____
Jeremy Craig, City Manager

Approved as to Form:

By:_____
Ethan Walsh, City Attorney

AMPLE ELECTRIC, INC

By: _____
Jose Diaz, Owner

Exhibit A

License Area

The City Parcel is identified as APN 030-180-024-000. The License Area the Licensee will use for Activities and maintain, generally, is the 17-acre area outlined in yellow below. The Licensee may install a security fence around, and lay gravel within, the 2-acre rectangular area outlined in red.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 15, 2025
FROM: Cathy Mathews, Director of Administrative Services
SUBJECT: Resolution 2025-44 Updating Job Descriptions/Classifications for Maintenance Manager, Maintenance Worker I-II-III, Development Services Technician I-II, and Public Works Administrative Assistant, and adopting a job description/classification for Housing Analyst.

RECOMMENDATION:
Approve Resolution 2025-44 updating job descriptions/classifications for Maintenance Manager, Maintenance Worker I-II-III, Development Services Technician I-II, and Public Works Administrative Assistant, and adopting a job description/classification for Housing Analyst.

BACKGROUND:
On January 16, 2024, the City Council awarded an agreement to Sloan, Sakai, Yeung & Wong LLP for Classification and Compensation Study Services with Resolution 2024-03. On November 5, 2024, the Classification and Compensation Study Report prepared by Sloan, Sakai, Yeung & Wong LLP was presented to and received by Council. The Maintenance Manager, Maintenance Worker I-II-III, and Development Services Technician I-II classifications were updated as a result of the Study. New positions were approved by Council with the FY 2025-2026 budget with Resolution 2025-37 on June 17, 2025. The job description for the position of Public Works Administrative Assistant has been updated. The proposed Housing Analyst classification will replace services that have been provided through contract or a retired annuitant.

DISCUSSION:
The classification updates address changes in operations, organizational structure, reporting relationships, and staffing, which may have affected the type, scope, level, and classification of work being performed by employees. Many of the City's job classifications are of an undetermined age. Job duties and requirements evolve over time due, in part, to changes in the way the City conducts business, updates to technology, or updates to professional certification and license programs and requirements. The goal in updating classifications is to ensure that those changes are reflected in the job descriptions and accurately reflect essential job functions being performed.

There are four (4) recommended updated job descriptions/classifications listed below which remain in review with the affected employee(s), manager(s),and employee groups (if applicable) and will be brought to council at a future date.

	City Classification Reviewed	**Updated Classification Recommendation with Title Change (if applicable)**
17	Accountant	Accountant
18	Records Clerk I/II	Fiscal/Administrative Clerk I/II
19	Administrative Coordinator – Police Department	Administrative Coordinator – Police Department
20	Community Services Officer I/II	Community Services Officer I/II

FINANCIAL IMPACT
There is no financial impact associated with adopting the job description(s)/classification(s). Funding for the Maintenance Manager, Maintenance Worker I-II-III, Development Services Technician I-II, Public Works Administrative Assistant and Housing Analyst positions were included in the 2025-26 Operating Budget approved by Resolution 2025-37 on June 17, 2025.

ATTACHMENT(S):
1. Resolution 2025-44

Appendix A - Proposed Job Descriptions/Classifications for Maintenance Manager, Maintenance Worker I-II-III, Development Services Technician I-II, Public Works Administrative Assistant, and Housing Analyst

RESOLUTION NO. 2025-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS UPDATING JOB DESCRIPTIONS/CLASSIFICATIONS FOR MAINTENANCE MANAGER, MAINTENANCE WORKER I-II-III, DEVELOPMENT SERVICES TECHNICIAN I-II, AND PUBLIC WORKS ADMINISTRATIVE ASSISTANT, AND ADOPTING A JOB DESCRIPTION/CLASSIFICATION FOR HOUSING ANALYST

WHEREAS, On January 16, 2024, City Council awarded an agreement to Sloan, Sakai, Yeung & Wong LLP for Classification and Compensation Study Services, and on November 5, 2024, the results of that study were presented to and received by Council; and

WHEREAS, the 2025-26 Operating Budget approved by Resolution 2025-37 on June 17, 2025 included two new positions; and

WHEREAS, the study identified and recommended updates and title changes to existing job description/classifications; and

WHEREAS, staff has proposed updated job descriptions/classifications aligned with the study for the positions of Maintenance Manager, Maintenance Worker I-II-III, Development Services Technician I-II, and the newly budgeted positions of Public Works Administrative Assistant and Housing Analyst; and

WHEREAS, proposed changes to the Job Description(s)/Classification(s) will accurately reflect the requirements for these positions.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Winters does hereby approve the updated job descriptions/classifications for Maintenance Manager, Maintenance Worker I-II-III, Development Services Technician I-II, and Public Works Administrative Assistant, and adopts the job description/classification for Housing Analyst in the accompanying staff report on file with the City Clerk.

PASSED AND ADOPTED by the City Council, City of Winters, this 15th day of July 2025, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

MAINTENANCE MANAGER

DEFINITION

Under general direction, manages, plans, organizes, and directs the programs, operations, and work of assigned personnel engaged in semi-skilled and skilled tasks related to the water and wastewater distribution systems (including City wells and the use of the SCADA system), storm drains, streets, parks and buildings. provides support to assigned personnel. Determine priorities, methods, and sequence of work necessary to ensure efficient and safe operations

SUPERVISION EXERCISES/RECEIVED

General direction is provided by the Director of Maintenance and Operations. This position exercises direct and indirect supervision over assigned maintenance personnel.

CLASS CHARACTERISTICS

This is a mid-management position distinguished by the level of responsibility assumed, complexity of duties assigned, and independence of action taken. The Facilities Manager is distinguished from the Director of Maintenance and Operations by the latter's responsibility for the overall management and oversight of the Public Works Department. It is distinguished from the Maintenance Worker class series by its supervisory and oversight responsibilities.

EXAMPLES OF IMPORTANT/ESSENTIAL DUTIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

All positions:

- Plan, organize, direct, supervise, and evaluate the work in the repair and maintenance of City parks, facilities, streets, storm drains, water and wastewater systems.
- Inspect and review City work in progress and upon completion.
- Plan and direct training for employees engaged in maintenance and repair work of City facilities and infrastructure; answer employee questions and provides technical advice.
- Analyze and resolve work issues, recommend and execute personnel actions when necessary.
- Enforce departmental and personnel rules
- Motivate employees and evaluate employee performance
- Ensure that all safety precautions are adhered to by personnel working on assigned tasks and around city facilities, infrastructure, and equipment.
- Instruct staff on the proper and safe use and care of equipment; respond to a variety of complaints and requests for information

- Operate a variety of light and heavy equipment such as pesticide application equipment, tractors, dump trucks, backhoes, and loaders; operate a variety of hand and power tools.
- Assist other departments on emergency calls.
- Assignments in water and wastewater also require management of the SCADA system, day to day reporting and sampling and required compliance reports to the state.

JOB RELATED/ESSENTIAL QUALIFICATIONS

Knowledge of:

- Principles and practices of technical and functional supervision and training
- Advanced uses of general construction and maintenance tools, materials and equipment related to assignment
- Safe working practices
- Basic computer skills related to data entry/retrieval
- Basic principles of record keeping
- Operation of a variety of power and construction equipment
- SCADA system operations

Ability to:

- Provide technical and functional supervision over assigned staff
- Effectively train staff
- Perform the most complex tasks associated with the repair and maintenance of public works facilities
- Understand and carry out oral and written directions
- Maintain a safe working environment
- Establish and maintain cooperative relationships with those contacted in the course of work
- Communicate clearly and concisely, both orally and in writing
- Maintain records
- Safely operate hand and construction tools and equipment.

EDUCATION/EXPERIENCE

Any combination equivalent to experience and education that would likely provide the required knowledge and abilities would be qualifying. Typical ways to obtain the knowledge and abilities but not limited to would be:

Education:

- Equivalent to completion of the twelfth grade.

Experience:

- Five years of responsible journey level experience equivalent to a Maintenance Worker IV in the wastewater distribution field

License/Certificate

- This position requires possession of a valid Class C California Driver's License within 30 days of appointment and a satisfactory driving record as a condition of initial and continued employment.

- Depending upon assignment, an incumbent may be required to possess a:
    - Grade II Wastewater Distribution Certificate
    - Grade II Water Distribution Certificate
    - Grade II Water Treatment Certificate
    - California Pesticide Applicator's Certification

WORK ENVIRONMENT AND PHYSICAL DEMANDS

Physical and Sensory Requirements

- Moderate to heavy lifting (up to 50 pounds); prolonged periods of standing, stooping, reaching, crawling, climbing, pushing/pulling, and positioning of tools and equipment, hear motors and alarms; discern smells; discriminate among colors. Wear personal protective equipment (PPE) and safety equipment appropriate for job assignments; comply with Cal OSHA standards.

Work Environment

- Work is performed predominantly outdoors and includes exposure to various weather conditions, hazardous materials, noxious odors, confined spaces, airborne particles, noise, and traffic hazards. Night and evening work may be required.

MAINTENANCE WORKER I/II/III

DEFINITION

Under general and direct supervision, perform a variety of semi-skilled and skilled tasks related to the maintenance and repair of the City's parks, buildings, streets, storm drains, water and wastewater system; perform related duties as assigned.

SUPERVISION EXERCISED/RECEIVED

Maintenance Worker I Receives direct supervision from an assigned supervisor; may receive technical and functional supervision from a Maintenance Worker III.

Maintenance Worker II Receives general supervision from an assigned supervisor; may receive technical and functional supervision from a Maintenance Worker III.

Maintenance Worker III Receives general supervision from a Facilities Manager or other designated manager. May act as a lead worker on assigned jobs . May provide technical and functional supervision of Maintenance Worker I / II on assigned jobs.

CLASS CHARACTERISTICS

Maintenance Worker I – This is the entry level class in the Maintenance Worker series. Positions at this level typically have little or no directly related work experience. Incumbents work under immediate supervision while learning job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned. class is distinguished from the Maintenance Worker II in that the latter performs at the journey level by virtue of having more experience and less direct supervision.

Maintenance Worker II – This is the journey level class in the series. Positions at this level receive only occasional instruction or assistance as new, unusual, or unique situations arise and are fully aware of operating procedures and policies within the work unit. Positions in this class are flexibly staffed and are normally filled by advancement from the I level. However, based on scope and complexity of work and level of independence, some positions may be permanently allocated to the I level at management discretion. This class is distinguished from the Maintenance Worker III in that the latter is the advanced journey level class in the series where incumbents perform the most complex duties with greater independence and exercise technical and functional supervision over other maintenance staff.

Maintenance Worker III – This is the advanced level in the series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed, complexity of duties assigned, independence of action taken, by the amount of time spent performing the duties, and by the nature of the public contact made. Employees perform the most difficult and responsible types of

duties assigned to classes within the series, which may include providing technical and functional supervision over other personnel on assigned jobs.

EXAMPLES OF IMPORTANT/ESSENTIAL DUTIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

WHEN ASSIGNED TO BUILDINGS

- Perform carpentry, plumbing, painting, HVAC, and electrical work necessary to maintain and repair City facilities.
- Install pipes, fixtures, traps, fittings, and sewer lines; repair and maintain plumbing fixtures including sinks, toilets, faucets and pipes; clear obstructions from on-site water and sewer lines.
- Install, maintain, and repair electrical systems and fixtures including lights, switches, plugs, and breakers; run conduit; maintain automatic emergency power generators.
- Perform carpentry work including the inspection, construction, installation, remodeling and repairing of cabinets, partitions, walls, windows, doors, roofs, foundations, and other carpentry work.
- Hang and tape sheetrock and prepare surfaces for painting; apply primer and finished paint.
- Make periodic inspections and perform maintenance on structures and equipment in City parks and at the beach.
- Install and remove equipment; conduct inspections to determine the need for maintenance work.
- Read and interpret sketches, diagrams, and blueprints.
- Clean and sanitize City facilities and restroom facilities and fixtures including sinks, urinals, and toilets; replenishes supplies in restrooms.
- Perform mechanical servicing tasks such as greasing, oiling, and replacing worn or defective equipment parts.
- Operate a variety of equipment and tools used in the maintenance and repair of City facilities including but not limited to power saws, power sanders, drills, doweling jigs, air compressors, paint sprayers, sewer augers, and various hand and power tools required for carpentry, plumbing, electrical, and maintenance work.

WHEN ASSIGNED TO STREETS AND STORM DRAINS

- Perform skilled and semi-skilled maintenance and repair work on streets, sidewalks and storm drains.
- Remove damaged paving; compact, fill, repave, and repair paved surfaces with asphalt, concrete, decomposed granite, brick, and interlocking pavers; make periodic inspections and perform maintenance on structures and equipment.
- Install and clean storm drains, catch basins and culverts.
- Perform flagging or other traffic control duties during maintenance projects and in emergency situations; assist Police and Fire Departments in containing and cleaning hazardous materials spills in the public rights-of-way.
- Assist in trash and debris control activities such as picking up of litter and other street maintenance activities as required or when weather does not permit sweeping operations.
- Prepare and clean surfaces for painting; lay out stencils to outline markings; paint center lines, cross walks, parking designations, and curb zone markings.

- Repair damaged signs and posts; fabricate new posts; install traffic control and directional signs.
- Install and maintain street signs including stop, street name, parking, warning, crosswalk and speed limit signs, guardrails, and barricades.
- Repair sidewalks, curbing, and streets using blacktop, stone, brick, and concrete; set, cut, and fit materials; construct rock walls; install drainage culverts.
- Mix and pour concrete; finish using smooth, rough, or pebbly techniques.
- Prepare asphalt and other street repair materials; pave roadways, driveways, walkways and potholes; rake, smooth and tamp repaired patches; place lanterns and barricades.
- Remove weeds and trim other plant growth along streets, sidewalks, and rights-of-way to ensure access, draining, and vehicle sight distance requirements; remove debris from gutters, drop inlets, culverts, and manholes.
- Operate a variety of light and heavy-duty construction equipment including backhoe, front-end loaders, single and dual axle trucks, wheel loaders, push rollers, jack hammers, compressors, and sand blasters.
- Operate a variety of equipment and tools used in painting and surface preparation including sand blasters, air compressors, generators, paint guns, and stripers.

WHEN ASSIGNED TO PARKS

- Perform skilled and semi-skilled repair, maintenance and landscaping tasks involving City parks including irrigation system installation and maintenance.
- Clean and maintain park facilities, buildings, and associated facilities.
- Plant, water, fertilize and maintain landscaped areas including bushes, trees, flowers, and shrubs. Prepare planting area (to include digging holes with a power auger, rototilling and grading), plant, transplant, remove, grind stumps, and fertilize trees, shrubs and other plants in parks or City right of way.
- Aerate, thatch, seed, fertilize, and grade lawns.
- Diagnose and treat plant diseases and nutrient deficiencies and apply the appropriate pesticide, herbicide, and fertilizer using chemical sprayers and spreaders.
- Install, maintain and repair landscape irrigation and drainage systems using electronic water controllers, electric valves, spray and drip sprinklers, etc.
- Inspect sprinklers to ensure lawns and landscaped areas are receiving the appropriate amount of water and programs irrigation systems using computerized irrigation software.
- Perform general grounds clean up, including removing litter and debris, including fecal matter, and cleaning paths and walkways.
- Perform swimming pool maintenance and graffiti removal.
- Transport landscape and other related debris to applicable disposal locations.
- Inspect City grounds including parks, roadways, playground equipment, and park signs; perform corrective safety and other actions.

WHEN ASSIGNED TO WATER

- Perform a variety of skilled maintenance and repair on the City's water distribution system which includes, but is not limited to wells, main lines, laterals, water meters, hydrants, valves and SCADA system.
- Install, test, read, and repair meters using a variety of equipment.
- Diagnose operating problems and take appropriate corrective action.

- Assist contractors and representatives of other utilities with the location of distribution pipelines, marks utilities for USA tickets.
- Respond to customers regarding high or low pressure, water quality, high bills, and meter questions.
- Exercise vales and hydrants; flush pipelines pursuant to City policy/guidelines.
- Collect water quality samples and may assist with laboratory testing.
- Perform accurate basic math calculations.
- Perform trench excavation, backfill, compacting, and paving related to lateral and main line repairs.
- May perform pesticide, herbicide and fungicide spraying.
- Operate equipment including, but not limited to, mowers, spray rigs, electric, air and hydraulic powered hand tools, hedge-shears, blowers, weed eaters, chain saws, tractors, backhoe and crane truck.
- Perform swimming pool maintenance; clean and maintains well sites and facilities.
- Perform work outside of normal work hours including overtime as needed and is available for on-call duties as assigned.

WHEN ASSIGNED TO WASTEWATER

- Perform a variety of skilled and semi-skilled construction, repair and maintenance work related to wastewater collection systems including mainlines and lateral connections.
- Read and interpret work orders, maps, schematics, and specifications.
- Perform pesticide, herbicide and fungicide spraying; clean and maintain buildings and associated facilities.
- Inspect and determine problems and needed materials for repair
- Operate equipment including, but not limited to, mowers, spray rigs, electric, air and hydraulic powered hand tools, hedge-shears, blowers, weed eaters, chain saws, tractors, backhoes, and crane trucks.
- Respond to emergencies during evenings, weekends, and holidays.

ALL ASSIGNMENTS

- Make every reasonable effort to continually improve the way the job is performed and increase the quality of service to the public.
- Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.
- Perform related duties as assigned.

JOB RELATED/ESSENTIAL QUALIFICATIONS

Knowledge of:

Maintenance Worker I

- Use and purpose of general construction and maintenance tools, materials and equipment, safe working practices

Maintenance Worker II (in addition to those for Maintenance Worker I)

- Operation of a variety of power and construction equipment including, but not limited to, trucks, loaders and related equipment

- Tools, methods and materials used in street and storm drain, parks, and building repair and maintenance

Maintenance Worker III (in addition to those for Maintenance Worker I and II)

- Principles and practices of technical and functional supervision and training
- Advanced uses of general construction and maintenance tools
- Materials and equipment related to work assignment
- Basic computer skills related to data entry/retrieval
- Basic principles of record keeping
- Regulations regarding storm and water quality
- Pesticide/herbicide/fungicide use
- Water conservation principles and methods

Ability to:

Maintenance Worker I

- Learn to perform semi-skilled and skilled tasks involving the maintenance and repair of public works facilities
- Learn to safely operate hand and construction tools and equipment
- Perform heavy manual labor
- Maintain a safe working environment
- Understand and carry out oral and written directions
- Establish and maintain cooperative relationships with those contacted in the course of work
- Communicate clearly and concisely, both orally and in writing

Maintenance Worker II (in addition to those for Maintenance Worker I)

- Independently perform semi-skilled and skilled duties related to the maintenance and repair of public works facilities
- Maintain records
- Safely operate hand and construction tools and equipment

Maintenance Worker III (in addition to those for Maintenance Worker I and II)

- Provide technical and functional supervision over assigned staff
- Effectively train staff
- Perform the most complex tasks associated with the repair and maintenance of public works facilities

EDUCATION/EXPERIENCE

Any combination equivalent to experience and education that would likely provide the required knowledge and abilities would be qualifying.

Education: Equivalent to completion of the twelfth grade (all positions).

Experience:

Maintenance Worker I: None required; experience performing repair and maintenance tasks related to assignment is highly desirable.

Maintenance Worker II: Two years of increasingly responsible experience equivalent to Maintenance Worker I.
Maintenance Worker III: Two years of responsible journey level experience equivalent to a Maintenance Worker II.

License/Certificate

- All positions require possession of a valid Class C California Driver's License and a satisfactory driving record as a condition of initial and continued employment.

Maintenance Worker I, II and III

- Some positions may require possession of, or ability to obtain, a valid California Pesticide Applicator's Certification and/or Certified Pool/Spa Operator Certification within 6 months, based on assignment.
- Some positions may require the ability to obtain a Class B or A Driver's License within one year, as designated by management.
- Positions in Water require possession of (or ability to obtain within one-year) a valid Water Distribution Grade I Certificate.
- Positions in Wastewater require possession of (or ability to obtain within one year) a valid Wastewater Treatment Grade 1 Certificate.

Maintenance Worker III (in addition to those listed above)

- Possession of a valid Water Distribution Grade 2 Certificate (when assigned to Water).
- Possession of a valid Wastewater Treatment Grade 2 Certificate (when assigned to Wastewater).

WORK ENVIRONMENT AND PHYSICAL DEMANDS

Physical and Sensory Requirements

- Moderate to heavy lifting (up to 50 pounds); prolonged periods of standing, stooping, reaching, crawling, climbing, pushing/pulling, and positioning of tools and equipment, hear motors and alarms; discern smells; discriminate among colors. Wear personal protective equipment (PPE) and safety equipment appropriate for job assignments; comply with Cal OSHA standards.

Working Conditions

- Work is performed predominantly outdoors and includes exposure to various weather conditions, hazardous materials, noxious odors, confined spaces, airborne particles, noise, and traffic hazards. Night and evening work may be required.

DEVELOPMENT SERVICES TECHNICIAN I/II

DEFINITION

Under direct or general supervision, this series performs a variety of paraprofessional duties in support of community development programs, activities and functions related to permit processing and inspection and development planning; explains ordinances, zoning requirements, City codes, and department procedures to building contractors, architects, engineers, builders, and the public pertaining to land development processes; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

This is a shared position in support of community development activities, and functional supervision will be provided by either the Building Official or Senior Planner depending upon the assigned tasks. Direct supervision is provided for the entry level Technician I position and more general supervision for the Technician II position.

CLASS CHARACTERISTICS

Development Services Technician I is an entry-level position. Under direct supervision, incumbents learn and perform routine administrative and paraprofessional duties in the areas of application processing, permit issuance, inspection coordination, and plan review. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Development Services Technician II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and/or fits an established structure or pattern.

Exceptions or changes in procedures are explained in detail as they arise. Advancement to the “II” level is based on meeting the qualification standards, performing the full range of journey level duties, demonstrated proficiency in performing the assigned functions, and is at the discretion of management based on organizational need and available resources.

Development Services Technician II is the journey level class within the Development Services Technician series performing a broad range of and the more complex general and specialized technical and paraprofessional duties within the Community Development field with only occasional instruction or assistance. Positions at this level are distinguished from the Community Development Technician I level by the performance of the full range of duties as assigned, working independently, applying well developed program support knowledge, and exercising judgment and initiative. This position is also trained and / or certified to perform field inspection services in the areas of landscape, building elevation, and construction. Assigned work requires the use of judgment in selecting appropriate procedures, conducting transactions with and providing concise and correct information to customers and the public, and solving routine and non-routine problems based on knowledge gained through experience. The Development Services Technician II may also assist in the training of other staff.

Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Work is normally reviewed only on completion and for overall results.

EXAMPLES OF IMPORTANT/ESSENTIAL DUTIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

- Provide appropriate information regarding zoning, subdivision plans, and building ordinances, procedures, and requirements to the public including, homeowners, developers, contractors, engineers, and architects, in person and over the counter and telephone; assists the public in the application process for building, land use, and engineering permits and other community development processes.
- Perform routine plan check functions for various projects; receive and review, applications for planning permits for accuracy and completeness; routes applications to appropriate staff.
- Process building, land use, and engineering permits following established guidelines; review permit applications, plans, specifications, and supporting documents for completeness; verify contractors' licenses, business licenses, and insurance coverages; calculate permit fees; prepare bills, collect fees, and issue receipts. Notify applicants when plans or permits are ready for delivery or issuance; provide status updates.
- Apply departmental policies and procedures in determining completeness of applications, records, and reports; provide information and forms to the public; process appropriate information.
- Compile information and data for reports; maintain a variety of statistical records; check and tabulate statistical data.
- Contact the public and outside agencies in acquiring and providing information.
- Maintain permit files.
- Schedule inspections in compliance with standardized requirements
- Observe and comply with City and mandated safety rules, regulations, and protocols.
- Prepare public notices, reports presentations, handbooks, brochures, pamphlets, and other manuals.
- Assist with record management and administrative support for the community development team, including but not limited to answering the phone, responding to emails, processing accounts payable, and monitoring department expenditures.
- Perform other duties as assigned.

Development Services Technician II, in addition to those functions listed above:

- Perform field inspections of residential buildings during various stages of construction and remodeling to ensure structures are constructed in accordance with approved plans and specifications.
- Conduct field inspections of landscaping and site layouts for the planning division to compliance with approved plans.
- May assist with monitoring project conditions of approval.
- Assist with and conduct code enforcement inspections, investigations and communication with other staff, agencies, and the public.

- Advise builders of non-compliance and make specific recommendations for improvements to meet standards.
- Issue correction or stop-work notices in cases of non-compliance.
- Provide information and advice on construction methods and new code regulations or changes within assigned area of responsibility.

JOB RELATED/ESSENTIAL QUALIFICATIONS

Positions at the Technician I exercise some of these knowledge and abilities statements. Technician II is proficient and is certified to provide inspection services at varying levels.

Knowledge of:

- City planning and permitting processes.
- Building principles and practices, and the methods and materials used in construction of buildings and related structures; Uniform or California Building Codes.
- Methods and techniques of reviewing a diverse range of applications for accuracy and completeness.
- Applicable Federal, State, & local laws, rules, regulations, ordinances, & organizational policies / procedures relevant to building, engineering, land use, and/or urban planning, sufficient to answer questions and provide information.
- Applicable zoning and related laws and regulations.
- Business letter and basic report writing.
- Researching and reporting methods, techniques, and procedures.
- Record keeping principles and practices.
- Business mathematics.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The ability to communicate clearly and concisely, both orally and in writing.
- Equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Understand and explain City policies, procedures, fees, and basic planning and building codes and regulations to the general public, permit applicants, and City staff.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures.
- Read and interpret plans, specifications, related construction documents, and maps.
- Calculate square footage, fees and/or penalties from plans, and fees for zoning permit applications.
- Perform detailed, technical, and specialized planning and zoning and/or permit support work.
- Perform office and administrative support duties and tasks.
- Respond to and effectively prioritize multiple phone calls, walk-up traffic, and other requests and interruptions.
- Compose correspondence and reports independently or from brief instructions.

- Maintain accurate logs, records, and written records of work performed.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Make accurate arithmetic, financial, and statistical computations.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively use computer systems, software applications relevant to work performed, and business equipment to perform a variety of work tasks.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

EDUCATION/EXPERIENCE

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Development Services Technician I: Equivalent to completion of the twelfth (12th) grade supplemented by at least one (1) year of specialized training and / or experience in the building trades and / or community development field. Permit Technician Certification from a nationally recognized organization is required to be obtained within six months of employment.

Development Services Technician II: Equivalent to completion of the twelfth (12th) grade and some college level coursework or specialty training related to community development, and two (2) years of increasingly responsible experience within the community development field. Possession of or the ability to obtain certification as an inspector by a nationally recognized organization within six months of employment.

License/Certificate

- A valid class C California driver's license is required upon hire.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

Physical and Sensory Requirements

- Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.
- Extended standing and walking may occur.
- Employees will also bend, stoop, kneel, and reach.
- Employees must possess the ability to lift, carry, push/pull materials and objects up to 35 lbs.
- Employees must also be able to navigate construction sites, including exposure to noise, dust, grease, fumes, gases, and inclement weather conditions.
- Employees must be able to climb stairs to the second floor of the historic City Hall building.

Work Environment

- Employees work in an office environment with increasing amount of field work for Technician II.
- Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

PUBLIC WORKS ADMINISTRATIVE ASSISTANT

DEFINITION

The Public Works Administrative Assistant is responsible for providing administrative and clerical support to the Public Works department. This role involves managing office tasks, assisting with project coordination, and ensuring efficient communication within the department and with external stakeholders.

SUPERVISION EXERCISED AND RECEIVED

This is not a supervisory class. This position receives immediate or general supervision from the Director of Operations and Maintenance, or the designee, and ultimately from the City Manager.

EXAMPLES OF IMPORTANT/ESSENTIAL DUTIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

- Provide administrative support to the Public Works department.
- Manage office tasks and maintain organized records.
- Assist in project coordination and scheduling.
- Facilitate communication between department staff and external parties.
- Prepare reports and documentation as required.
- Respond to and track customer service requests from the public.
- Process Public Works invoices.
- Data input and reporting.
- Assist Public Works Field Staff in scheduling assignments / work orders.
- Submit regulatory filing to state and local government agencies.
- Maintain Public Works files.
- Monthly water meter reading.
- Assist in the application process and implementation for grants.
- Assist in the preparation, coordination, and processing of projects and proposal requests.

JOB RELATED/ESSENTIAL QUALIFICATIONS

Knowledge of:

- Office Methods and procedures, telephone and customer service techniques.
- Microsoft Office (Word Processing, Database, Excel, and PowerPoint)
- Understand and follow both oral and written instructions, correct English usage, spelling, punctuation and grammar.
- Pertinent municipal codes and ordinances.
- The City's computerized systems and a variety of software applications.
- Work under pressure, exercise good judgement, and make sound decisions.
- Interact with customers in a courteous and professional manner.
- Establish and maintain effective working relationships with those contacted in the course of work.

Ability to:

- Operate the city's computerized systems.
- Exercise judgement and work with minimum supervision.
- Operate office equipment quickly, accurately and at times concurrently.
- Type accurately at 55 words per minute.

EDUCATION/EXPERIENCE

Any combination of experience and education or training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Equivalent to the completion of the twelfth grade and two years of administrative, community development, or public works performing duties comparable to Public Works Administrative Assistant.

Coursework or training in business or a related field desirable.

An associate degree from an accredited college desirable.

License/Certificate

- A valid class C California's driver's license is required upon hire.

Bilingual (English/Spanish) is desirable**.**

WORK ENVIRONMENT AND PHYSICAL DEMANDS

Physical and Sensory Requirements

- Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Extended standing and walking may occur. Employees will also bend, stoop, kneel, and reach. Employees must possess the ability to lift, carry, push, and pull materials and objects up to

35 pounds. Employees must be able to use a flight of stairs to reach the second floor of the historic City Hall building.

Work Environment

- Employees typically work in an office environment with occasional off-site work. Employees may interact with upset members of the public and private representatives in interpreting and enforcing City policies and procedures. May be required to work evenings and/or weekends when projects are on-going.

HOUSING ANALYST

DEFINITION

Administers the City's affordable housing programs including homebuyer loans, project funding assistance, housing monitoring, housing portfolio, and inclusionary housing; implements the City's CDBG and Continuum of Care programs and other federal and state grants; represents the City at homeless-related meetings; and performs a variety of highly specialized administrative work. Working closely with Community Development Department staff on the development and implementation of the City's Housing Element and related policies.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the City Manager and the Community Development Management Team within a broad framework of policies and objectives. The Housing Analyst I is an entry level position and will perform the most basic and routine tasks to assist the department. The Housing Analyst II is a journey level position and will perform responsible and complex technical assignments in support of the department. Exercises discretion and independent judgment with respect to assigned duties.

CLASS CHARACTERISTICS

EXAMPLES OF IMPORTANT/ESSENTIAL QUALIFICATIONS The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

- Explain, interpret and analyze affordable housing policies and regulations for the public.
- Implements and interprets the local, state and federal legislation on inclusionary housing policies.
- Provide information to housing developers regarding compliance with regulatory agreements for residential projects.
- Negotiate complex agreements and policies related to affordable housing, effectively soliciting the input of developers, affordable housing advocates, and other stakeholders.
- Manage housing consultant contracts.
- Review proformas and financial assistance options.
- Evaluate requests for loans and grant financing and bond issuances for projects leading to funding recommendations.
- Coordinate and facilitate the development of affordable subsidized and inclusionary housing within the City.
- Manage and monitor affordable housing program (all inclusionary units) for rental and for sale properties.
- Administer the City's Community Development Block Grant and Continuum of Care programs including funded activities.

- Prepare state and federal grant applications and assist in locating alternative funding sources for community development
- Administer projects and programs funded by the State HOME Program and other federal and state funding sources, including contract management and long-term compliance monitoring.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work to complete assigned tasks.
- Research and analyze technical and statistical data to implement goals, objectives and policies of the Housing Element and make recommendations to improve program activities.
- Prepare and present staff reports to a variety of audiences.
- Coordinate with the Finance Department in preparation and administration of the Housing Program budget and maintenance of affordable housing program portfolio.
- Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of municipal organization.
- Regulations and laws related to assigned areas of responsibility and redevelopment law.
- Principles and practices of inclusionary housing as it relates to housing programs.
- Methods of public and private financing.
- Budget administration practices.
- Research techniques, sources and availability of information and methods of report presentation.

Ability to:

- Coordinate and administer various housing programs.
- Read, analyze and interpret technical information, financial reports, and governmental regulations.
- Identify, analyze, evaluate, diagnose, and solve complex system problems.
- Explain technical concepts in non-technical terminology and train others in the use of systems.
- Plan, organize and schedule projects and responsibilities.
- Obtain grant funding and develop the City's annual Community Development Block Grant Program.
- Communicate clearly and concisely, orally and in writing.
- Establish and maintain effective working relationships with others.

Education and Experience:

Education:

Any combination of experience and training that would likely provide the required knowledge and abilities are qualifying. A typical way to obtain the knowledge and abilities would be:

Bachelor's degree from an accredited college or university with major coursework in community development, planning, public or business administration, economics or related field.

Affordable housing certification training programs or coursework.

Two years of professional work experience in housing, community development, public administration, or a related field.

License or Certificate:
Required upon hire, possession of a valid California Driver's License.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

Physical and Sensor Requirements
Positions in this class frequently require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions. Exert in excess of 25 pounds of force occasionally, and in excess of 50 pounds of force rarely to move objects. Recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people. (This is an essential function of the position as incumbents regularly up to 100% of the time use their sensory skills.)

Work Environment May occasionally be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers. Work is performed in both an indoor and an outdoor setting.

Minutes of the Regular Council Meeting Held on July 1, 2025

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: City Manager Jeremy Craig, Assistant City Attorney Joanna Gin, Director of Administrative Services Cathy Matthews, Senior Planner Kelly Mumper, Deputy City Clerk Zorina Treat

PLEDGE OF ALLEGIANCE
Chris Turkovich led the Pledge of Allegiance.

APPROVAL OF THE AGENDA
Motion by Council Member Loren, seconded by Council Member Scianna, to approve the agenda as presented. The motion carried by the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo
NOES: None
ABSENT: None

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

PUBLIC COMMENTS
None.

CONSENT CALENDAR
6.A. Warrant Register and Payment of Claims for the Month of April 2025

6.B. Resolution 2025-39 to Approve Amendment No. 5 to the Agreement Between the City and the Solano County Water Agency for Weed Removal and Riparian Enhancement Implementing Wildlife Conservation Board Grant Agreement No. WC-4009SC, to Extend the Term of the Agreement and Authorize the City Manager to Execute the Amendment

6.C. Minutes of the Regular City Council Meeting Held on June 17, 2025

Kate Laddish provided public comment on Item 6.B. Motion by Council Member Scianna, seconded by Council Member Loren, to approve the Consent Calendar as presented. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo
NOES: None
ABSENT: None

PRESENTATIONS

None

DISCUSSION ITEMS

8.A. Public Hearing and Consideration of a Resolution of the City Council of the City of Winters Approving the Engineer's Report, Confirming the Assessment and Ordering the Continuation of the Levy of Assessments for Fiscal Year 2025-26 For the City of Winters.

City Manager Jeremy Craig and consultant Jeanette Hynson from SCI presented the annual fire assessment levy for FY 2025-2026, confirming no changes to the current rate.

Public hearing was opened and closed at 6:40 PM; there was no public comment

Motion by Mayor Pro Tem Biasi, seconded by Council Member Loren, to adopt Resolution 2025-40, approving the Engineer's Report, Confirming the Assessment and Ordering the Continuation of the Levy of Assessments for Fiscal Year 2025-26 for the City of Winters, Fire Protection and Emergency Response Services Assessment. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo
NOES: None
ABSENT: None

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

Senior Planner Kelly Mumper introduced the item, presenting amendments requested by the Council at the previous public hearing held on June 17, 2025.

Public Hearing was opened at 6:47 PM

Chris Turkovich, Julia Fuentas, Raena Lavelle, Kate Laddish provided public comment.

Public Hearing was closed at 6:56 PM

In its discussion, the consensus of the City Council (4-1) was to keep the CUP requirement for Stationary Food Vendors and to not allow food trucks within the Public Right of Way with an encroachment permit. Motion by Council Member Loren, seconded by Council Member Scianna, to introduce and waive the first reading of Ordinance 2025-01 with the following changes to the definition of “stationary food vendor” in Section 5.36.020 of the Winters Municipal Code, noted in underline:

“Stationary food vendor” means any person, including an agent or employee of another, who sells or offers to sell food or beverages from a motor vehicle, truck, trailer, cart, pop-up tent, or stand located on private property. Motion carried with the following vote:

AYES: Council Members Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo
NOES: Council Member Richard Casavecchia
ABSENT: None

8.C. Strategic Plan Adoption 2025-2027

City Manager Jeremy Craig summarized the two council work sessions held on May 13 and June 6 to develop the 2025–2027 Strategic Plan. He reviewed the six council-adopted focus areas and key priorities, including staffing stabilization, ADA implementation, downtown visioning, and energy efficiency projects. Corrine Martinez provided public comment.

Motion by Council Member Scianna, seconded by Mayor Pro Tem Biasi, to adopt the 2025-2027 Strategic Plan. Motion carried with the following vote:

AYES: Council Members Council Member Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo
NOES: None
ABSENT: None

CITY MANAGER REPORT

City Manager Jeremy Craig reported on the upcoming July 3rd event, the Esparto fireworks incident that caused evacuations and outages, and emergency resources in Woodland. He also shared information about the housing grant award.

INFORMATION ONLY

The Council reminded the community about Elder Day, which will take place on Saturday, July 5, from 2 PM to 4 PM, at the Parish Hall of St. Anthony's.

ADJOURNMENT

The meeting Adjourned at 7:54 PM

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Zorina Treat, Deputy City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: July 15, 2025

FROM: Cathy Mathews, Director of Administrative Services

SUBJECT: Public Hearing to Place Delinquent Water and Sewer Charges on the Fiscal Year 2025-26 Property Tax Roll.

RECOMMENDATION:

1. Hold a Public Hearing to adopt the report of delinquent water and sewer charges; and
2. If there is no majority protest, adopt Resolution 2025-41 Adopting the Report Proposing to Have Delinquent Water and Sewer Charges Collected on the Property Tax Roll for Fiscal Year 2024-25 and Directing the City Clerk to File Said Report with the Yolo County Auditor-Controller to Place Said Charges on the Tax Roll.

BACKGROUND:

Winters Municipal Code sections 13.04.080 and 13.08.130(B)(4) authorize the collection of delinquent water and sewer service charges on the property tax roll pursuant to Health and Safety Code sections 5473 et seq. Under Health and Safety Code sections 5473 and 5473a, this requires the City to annually prepare a written report and to file said report with the City Clerk. The written report must contain a description of each parcel of real property receiving such services and facilities and the amount of the charge for each parcel for the year. This report is Exhibit A to Resolution 2025-41. The City must notice the filing of the report and the public hearing at which the collection of delinquent charges on the property tax roll will be considered. The City published notice of the July 15, 2025, hearing in the *Winters Express* on June 25, 2025, and July 2, 2025.

At the public hearing, the City Council must hear and consider all objections and protests to the written report. If protest is made by the owners of a majority of properties described in the report, then the report shall not be adopted, and the charges shall be collected separately from the tax roll and shall not constitute a lien against any parcel or parcels of land. After the hearing, the City Council may adopt, modify, or overrule objections and must make a determination upon each charge in the report by adopting

Resolution 2025-41. If Resolution 2025-41 is adopted, under Health and Safety Code section 5474.4. the City Council must, by August 11, 2025, file a copy of the report of delinquent water and sewer charges with the Yolo County Auditor-Controller. The Auditor-Controller must enter the delinquent amounts against the parcels on the assessment roll. Such charges constitute a lien against the premises against which the charges have been imposed.

Section 13.04.080 states: “Bills for water service shall be payable monthly. If a consumer is also the owner of the premises being supplied water service, all charges of water services that are not paid for in a timely manner may be assessed against the consumer and become and remain a lien on the consumer’s premises until such charges are paid. In the alternative, pursuant to section 5470 et seq of the California Health and Safety Code, the city council may elect to have such delinquent charges collected on the tax roll in such manner and at the same time as its general taxes and shall give notice, hold a hearing, prepare, and file a report as to such delinquencies as required by the California Health and Safety Code. Such delinquent charges shall thereafter, pursuant to said code, constitute a lien against the premises against the which the charges have been imposed.”

Section 13.08.130(B)(4) states: “Bills for sewer service shall be made payable monthly in advance. If a customer is also the real property owner of the premises being supplied sewer service by the city, all unpaid charges for sewer service may be assessed against the customer and become and remain a lien on the customer’s real property until such charges are paid. In the alternative, the council pursuant to Sections 5470 through 5473a of the Health and Safety Code of the state, may elect to have such delinquent charges collected on the tax roll in such manner and at the same time as its general taxes and shall give notice, hold a hearing, prepare, and file a report as to such delinquencies as required by the Health and Safety Code of the state. Such delinquent charges shall thereafter, pursuant to said code, constitute a lien against the premises against the which the charges have been imposed.”

DISCUSSION:

The City of Winters bills each property owner for water, sewer, and the municipal services tax monthly; these bills include the current amount of the service, any past due amount, and the total amount due on the account.

The Finance Department has procedures in place to collect charges that are not paid on a timely basis, which includes preparing and sending letters to each account with a delinquent balance notifying of them of the delinquent balance of their account, and the due date for paying that balance to avoid a lien being placed on the property. Staff mailed three letters to delinquent account holders, on May 21, 2025, June 4, 2025, and June 23, 2025. Many accounts have since been paid; and staff will continue to accept payments through July 18, 2025.

The attached resolution is required by section 13.04.080 and 13.08.130(B)4 of the City of Winters Municipal Code. This resolution requires approval by a two-thirds vote of the City Council. Staff will remove any properties that have been paid in full through July 18,

2025, prior to submitting the Special Assessment Secured Role to Yolo County.

Past due amounts are collected by the County of Yolo at the time property taxes are paid, and then remitted to the City of Winters. Only water and sewer charges that are at least 60 days past due will be placed on the property tax rolls.

FISCAL IMPACT:

Collection of approximately $69,220 in delinquent water and sewer utility bills when taxes are paid by property owners.

ATTACHMENT:

1. Resolution 2025-41
    a. Lien List- Water & Sewer Bills

RESOLUTION 2025-41

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ADOPTING THE REPORT PROPOSING TO HAVE DELINQUENT WATER AND SEWER CHARGES COLLECTED ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2025-26 AND DIRECTING THE CITY CLERK TO FILE SAID REPORT WITH THE YOLO COUNTY AUDITOR-CONTROLLER TO PLACE SAID CHARGES ON THE TAX ROLL

WHEREAS, pursuant to Winters Municipal Code sections 13.04.080 and 13.08.130(B)(4), and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Sections 5470 et seq., the City Council is authorized to have delinquent water and sewer charges ("Delinquent Charges") collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City; and

WHEREAS, the City has prepared and filed a written report ("Report") attached hereto as Exhibit A containing a description of each parcel of real property within the City to which the Delinquent Charges are applicable (the "Identified Parcels") and the amount of the Delinquent Charges for each such Identified Parcel; and

WHEREAS, the City Clerk caused a notice of the filing of said Report and setting the time and place for a public hearing on July 15, 2025, regarding said Report and to consider whether to place the Delinquent Charges on the property tax roll, as required in Health and Safety Code sections 5473 et seq.; and

WHEREAS, such notice was published in the paper once a week for two weeks, with at least 5 days in between the two publications, pursuant to Health and Safety Code sections 5473 et seq. and Government Code section 6066; and

WHEREAS, a public hearing was held on July 15, 2025, by the City Council to hear and consider all objections and protests to the Report on the Delinquent Charges; and

WHEREAS, at the public hearing called for such purpose, there was not a protest of the majority of owners of separate parcels of property described in the Report; and

WHEREAS, the City Council finds that it is in the best interests of the City to collect the Delinquent Charges on the property tax roll, which shall constitute a lien against the Identified Parcels in accordance with Health and Safety Code sections 5473 et seq.

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

1. The above recitals are true and correct.

2. The City Council hereby finds and determines that protests have not been made by the owners of a majority of the Identified Parcels in the Report.

3. The Delinquent Charges set forth in the Report, attached hereto as Exhibit A, and incurred by property owners of the Identified Parcels described in the Report are hereby confirmed and the Report is hereby adopted.

4. The City Council hereby elects to collect the Delinquent Charges in Exhibit A, on the property tax roll, in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes.

5. Pursuant to the authority set forth in Health and Safety Code sections 5473 et seq., on or before August 10, 2025, the City Clerk is hereby authorized and directed to file with the Auditor-Controller for the County of Yolo a copy of the Report, with a statement endorsed on the Report over his or her signature that the Report has been adopted by the City Council. Once such action is taken, the amount of the Delinquent Charges shall constitute a lien against the lot or parcel of land against which the Delinquent Charges have been imposed, and the tax collector shall include the amount of the Delinquent Charges on bills for taxes levied against the respective lots and parcels of land.

6. If any section, subsection, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council, City of Winters, this 15th day of July 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

Exhibit A

[see attached]

Utility [water & sewer] Lien List

Field 1 APN no dashes Sort	Field 2: Amount - divisible by 2	Field 3: Tax Code	Field 4: Descriptive
030434017000	121.02	52622	Utility
003460013000	1178.28	52622	Utility
003534014000	121.96	52622	Utility
003462003000	1161.44	52622	Utility
003442012000	928.56	52622	Utility
003536002000	1131.86	52622	Utility
003160058000	1512.96	52622	Utility
003503017000	1085.6	52622	Utility
038170014000	222.58	52622	Utility
038180031000	1053.82	52622	Utility
038203002000	519.82	52622	Utility
003342016000	1736.44	52622	Utility
003444001000	230.06	52622	Utility
003156003000	808.98	52622	Utility
030454015000	228.92	52622	Utility
003492054000	713.74	52622	Utility
003472009000	1181.12	52622	Utility
003241012000	323.04	52622	Utility
003462001000	1112.94	52622	Utility
003463005000	100.06	52622	Utility
030371007000	1601.8	52622	Utility
003272015000	981.06	52622	Utility
003402024000	162.48	52622	Utility
003421009000	1239.08	52622	Utility
038203008000	335.78	52622	Utility
003241002000	939.74	52622	Utility
003182081000	1488.66	52622	Utility
038202010000	1060.26	52622	Utility
003192003000	1463.86	52622	Utility
038205017000	100.04	52622	Utility

003492055000	1732.58	52622	Utility
003193007000	268.4	52622	Utility
030405004000	473	52622	Utility
003230006000	139.02	52622	Utility
038170019000	1423.76	52622	Utility
003492019000	1353.28	52622	Utility
003511005000	1184.2	52622	Utility
003274010000	910.2	52622	Utility
030443002000	1305.74	52622	Utility
003141014000	1374.2	52622	Utility
003156013000	1125.92	52622	Utility
038190045000	1145.64	52622	Utility
030415009000	357.12	52622	Utility
030371017000	712.86	52622	Utility
003342017000	1215.14	52622	Utility
030461001000	748.18	52622	Utility
030372005000	191.98	52622	Utility
003146014000	190.28	52622	Utility
003503026000	328.44	52622	Utility
003524011000	433.78	52622	Utility
003466008000	751.7	52622	Utility
003471020000	316.14	52622	Utility
030432005000	1223.72	52622	Utility
003395003000	1460.14	52622	Utility
003423013000	1239.36	52622	Utility
003492035000	1040.26	52622	Utility
003282024000	712.54	52622	Utility
003182076000	354.82	52622	Utility
003230009000	1206.18	52622	Utility
030433013000	864.74	52622	Utility
003465002000	1052.46	52622	Utility
003466003000	111.84	52622	Utility
003404009000	1459.14	52622	Utility
003492024000	402.4	52622	Utility

003514008000	1167.76	52622	Utility
003282028000	8795.64	52622	Utility
003410002000	447.62	52622	Utility
003395001000	311.06	52622	Utility
038205005000	1242.28	52622	Utility
030454011000	363.06	52622	Utility
003392023000	767.96	52622	Utility
030411017000	92.46	52622	Utility
003501012000	933.06	52622	Utility
003501001000	544.44	52622	Utility
030480006000	900.42	52622	Utility

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: July 15, 2025

FROM: Cathy Mathews, Director of Administrative Services

SUBJECT: Public Hearing to Place Delinquent Solid Waste Charges on the Fiscal Year 2025-26 Property Tax Roll.

RECOMMENDATION:

1. Hold a Public Hearing and receive public testimony regarding the adoption of the report of delinquent solid waste charges.
2. Adopt Resolution 2025-42, Adopting a Report of Delinquent Solid Waste Charges Billed During Fiscal Year 2024-25 and Directing the City Clerk to File Said Report with the Yolo County Auditor-Controller to Place Such Charges on the Yolo County Tax Roll.

BACKGROUND:

Waste Management provides solid waste collection services to real property within the City pursuant to a franchise agreement with the City of Winters.

Several real property owners within the City of Winters have failed to pay for solid waste collection services and have accounts that are delinquent for a period of more than 120 days.

The contract with Waste Management has a provision which allows for the placement of accounts that are past due by 120 or more on the Tax Rolls to be collected by the tax collector through the property tax payment system.

Waste Management sent letters with notification of pending lien advising of the delinquent balance of each account and the due date for paying that balance to avoid a lien being placed on the property. Letters were mailed on April 4, 2025, May 6, 2025, and June 5, 2025. This is very similar to what the City of Winters does with delinquent water and sewer bills. Many accounts may remit their past due balances through July 18, 2025.

The attached resolution is required to enable the collection of delinquent charges on the tax roll. Waste Management removes any account paid in full prior to July 18, 2025 from the Special Assessment Secured Role submitted to the County of Yolo.

Once submitted to the County of Yolo, delinquent amounts are collected by the County of Yolo at

the time property taxes are paid and then remitted to the City of Winters to pay Waste Management.

FISCAL IMPACT:
Collection of approximately $28,743.30 in delinquent Waste Management bills.

ATTACHMENTS:
1. Resolution 2025-42
   Exhibit A - Solid Waste Delinquent Accounts

RESOLUTION 2025-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS. ADOPTING A REPORT OF DELINQUENT SOLID WASTE CHARGES BILLED DURING FISCAL YEAR 2024-2025, AND DIRECTING THE CITY CLERK TO FILE SAID REPORT WITH THE YOLO COUNTY AUDITOR-CONTROLLER TO PLACE SUCH CHARGES ON THE YOLO COUNTY TAX ROLL

WHEREAS, Waste Management provides solid waste collection to residents of the City of Winters pursuant to a contract with the City; and

WHEREAS, Waste Management has a provision in the contract that allows solid waste charges that are past due by 120 or more days to be placed on the annual secured property tax rolls; and

WHEREAS, pursuant to Sections 38790.1 and 25831 of the California Government Code, the City is authorized to collect delinquent solid waste charges, including any accrued penalties (the "Delinquent Charges") on the Yolo County property tax roll; and

WHEREAS, the City Council desires to recover such Delinquent Charges that were billed at any time during Fiscal Year 2024-25 and which remain unpaid, by forwarding them to the Yolo County Auditor-Controller to be recorded as a lien and collected as a special assessment on the tax roll in the same manner, by the same persons and at the same time, together with and not separate from, the general taxes, and has caused a written report ("Report"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, to be prepared and filed with the City Clerk containing the description of each real property parcel which is subject to the Delinquent Charges and the amount of Delinquent Charges that remain unpaid by each such real property parcel; and

WHEREAS, the City caused a notice of the filing of this Report and of the time and place of the public hearing thereon to be mailed to the record owner of each real property parcel subject to the Delinquent Charges, all in accordance with Sections 38790.1 and 25831 of the California Government Code; and

WHEREAS, at the time stated in the notice, on July 15, 2025, at 6:30 p.m., the City Council conducted the public hearing on the Report and heard and considered all objections or protests thereto, and has overridden said objections and protests; and

WHEREAS, the Delinquent Charges shall constitute a lien and special assessment against the parcel or parcels of land described in the Report in accordance with Sections 38790.1 and 25831 of the California Government Code.

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

1. The City Council hereby finds and determines that the above Recitals are true and correct and are incorporated herein.
2. The Report, attached hereto as Exhibit A, and filed with the City Clerk contains the description of each real property parcel which is subject to the Delinquent Charges and the amount of Delinquent Charges to be imposed thereon, which were billed during Fiscal Year 2024-25 and which remain unpaid, together with any accrued penalties, and the Report is therefore approved and adopted.
3. The Report with Delinquent Charges for Fiscal Year 2024-25 shall be forwarded to the Yolo County Clerk-Recorder for recording of a lien, and forwarded to the Yolo County Auditor-Controller for collection on the tax roll in the same manner, by the same person, at the same time, together with and not separate from the general taxes, as special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.
4. On or before August 10, 2025, the City Clerk is hereby directed to file with the Yolo County Clerk-Recorder and the Yolo County Auditor-Controller a certified copy of the Report, with a statement endorsed thereon over his or her signature that this has been fully adopted by the City Council, together with a certified copy of this Resolution, and shall request that the Delinquent Charges be recorded as a lien against the parcels and collected on the tax bills as a special assessment for the taxable parcels in the City identified in the Report along with the ordinary *ad va!orem* taxes to be levied on and collected from owners of said parcels.
5. The special assessment for the Delinquent Charges authorized herein is levied without regard to the valuation of the subject real properties.
6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.
7. This Resolution shall take effective immediately.

PASSED AND ADOPTED by the City Council, City of Winters, this 15th day of July 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

Albert Vallecillo, Mayor

ATTEST:

Jeremy Craig, City Clerk

Exhibit A
[see next page]

Solid Waste Delinquent Accounts Lien List 2025

Field 1 - APN no dashes Sort	Field 2: Amount - divisible by 2	Field 3: Tax Code	Field 4: Descriptive
003141014000	408.16	52621	Waste Mgmt
003152004000	527.34	52621	Waste Mgmt
003160058000	613.36	52621	Waste Mgmt
003182076000	421.52	52621	Waste Mgmt
003182081000	760.22	52621	Waste Mgmt
003192003000	774.92	52621	Waste Mgmt
003230009000	760.22	52621	Waste Mgmt
003241012000	5.78	52621	Waste Mgmt
003242017000	14.14	52621	Waste Mgmt
003272014000	738.92	52621	Waste Mgmt
003272015000	878.50	52621	Waste Mgmt
003273007000	604.22	52621	Waste Mgmt
003274010000	518.26	52621	Waste Mgmt
003342016000	760.22	52621	Waste Mgmt
003342022000	1.46	52621	Waste Mgmt
003395003000	877.40	52621	Waste Mgmt
003404009000	745.84	52621	Waste Mgmt
003410010000	208.48	52621	Waste Mgmt
003410042000	99.24	52621	Waste Mgmt
003421009000	691.24	52621	Waste Mgmt
003423013000	123.86	52621	Waste Mgmt
003441009000	760.22	52621	Waste Mgmt
003441016000	42.34	52621	Waste Mgmt
003444001000	760.22	52621	Waste Mgmt
003460013000	438.80	52621	Waste Mgmt
003462001000	216.52	52621	Waste Mgmt
003462003000	762.40	52621	Waste Mgmt
003465002000	629.02	52621	Waste Mgmt
003472009000	732.86	52621	Waste Mgmt
003473008000	14.34	52621	Waste Mgmt
003473015000	760.22	52621	Waste Mgmt
003474028000	1837.84	52621	Waste Mgmt
003480056000	86.74	52621	Waste Mgmt
003492035000	715.88	52621	Waste Mgmt
003492055000	437.10	52621	Waste Mgmt
003501001000	230.12	52621	Waste Mgmt
003501012000	341.16	52621	Waste Mgmt
003501034000	4.96	52621	Waste Mgmt
003502012000	396.64	52621	Waste Mgmt

003511005000	578.88	52621	Waste Mgmt
003524018000	738.00	52621	Waste Mgmt
030371007000	417.58	52621	Waste Mgmt
035360002000	48.34	52621	Waste Mgmt
038170014000	760.22	52621	Waste Mgmt
038170019000	1331.64	52621	Waste Mgmt
038190025000	8.74	52621	Waste Mgmt
038190050000	568.12	52621	Waste Mgmt
038203007000	760.22	52621	Waste Mgmt
038205005000	808.66	52621	Waste Mgmt
038205013000	690.36	52621	Waste Mgmt
304050004000	862.56	52621	Waste Mgmt
304320005000	252.82	52621	Waste Mgmt
304430002000	203.48	52621	Waste Mgmt
304530001000	843.44	52621	Waste Mgmt
304540011000	45.12	52621	Waste Mgmt
304800006000	2.88	52621	Waste Mgmt
304800026000	121.56	52621	Waste Mgmt