Winters Regular Council Meeting

Tuesday, April 19, 2022 @ 6:30 PM
AGENDA

Members of the City Council

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

COVID Disclaimer
The Winters City Council meeting will be conducted pursuant to AB 361.

1.The meeting will be held via teleconference
2. 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.
3. 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.
4. If you are watching/listening to the live stream of the City Council meeting and wish to comment on a specific item as it is being heard, you may also submit your comment, limited to 250 words or less, 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.
Council Chambers are located at 318 First Street, Winters, meeting location may vary. Please see agenda.

Zoom Instructions

Zoom Link: https://us02web.zoom.us/j/86205973361?pwd=d1YyYmVxeldXcEpjbDUxeFR5MFhoQT09

Meeting ID: 862 0597 3361

Passcode: 036514

1. ROLL CALL

2. PLEDGE OF ALLIEGENCE

3. APPROVAL OF THE AGENDA

4. COUNCIL/STAFF COMMENTS

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

6. PRESENTATIONS

   A. Presentation by Kristin Sicke of the Yolo County Flood Control and Water Conservation District
   Presentation_on_Subbasin_GSP
   B. Presentation of Technical Memorandum Regarding Winters Groundwater Level and Water Budget Evaluation
   Staff_Report_Water_Tech_Memo_Presentation
   Att1_Water_Tech_Memo
   Att2_Presentation

7. 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. Minutes of the Regular Meeting of the Winters City Council Held via Teleconference (Zoom) on March 15, 2022
   20220315_Minutes
   B. Minutes of the Regular Meeting of the Winters City Council Held via Teleconference (Zoom) on April 5, 2022
   20220405_Minutes
   C. Resolution No. 2022-33 Renewing Authorization and Making Findings and Determinations Under AB 361 for Continued Virtual Meetings.
   Staff_Report_Renewal_AB361
   Att1_Resolution2022_33

Att2_Yolo_County_Health_Officer_Memo

D. Resolution No. 2022-34 Appointing Karen Conerly to the Winters Senior Commission on Aging
Staff_Report_Senior_Commission_Appointment
Att1_Resolution2022_34
Att2_Conerly_Application

E. Senior Center Fundraising Update: Modifying Center Naming Opportunities and Approving Donor Agreement Template

Staff_Report_Senior_Center_Updates
Senior_Center_Donation_Agreement

F. Resolution No. 2022-37 approving a professional services agreement with Woodard & Curran in the amount not to exceed $178,618 to update the 2007 Water Master Plan and prepare a Drought Contingency Plan

Staff_Report_PSA_Woodard&Curran_WMP_Update
Att1_Resolution2022_37
Att2_WMP_Update_Proposal

G. Resolution No. 2022-36 Appointing Members to the Climate Action Commission
Staff_Report_CAC_Appointments
Att1_Resolution2022_36
Att2_Applications

H. Youth Day Parade Street Closure Request - April 30, 2022
Staff_Report_Youth_Day_Parade
Youth_Day_Street_Closure_App

8. DISCUSSION ITEMS

A. Reassign two OES grants totaling $180,000 to fund a back-up generator at the proposed senior center to the community center
Staff_Report_OES_Generator_Grants

B. Resolution 2022-30 Approving Subdivision Final Map #5173 and Public Improvement Agreement for Walnut Lane 10 Subdivision, and Accepting Temporary Offsite Easements for (1) Interim Drainage Improvements and Access and (2) Emergency Vehicle Access.
Staff_Report_W10_Final_Map
Att1_Resolution2022_29_with_Attachments
Att2_Public _Improvement_Agreement
Att3_Final_Map
Att4_Approved_W10_Improvement_Plans

C. Public Hearing and Resolution No. 2022-32 to adjust Development Impact Fees for General Government, Fire, Parks and Recreation, Public Safety, Wastewater, Water, Drainage, and Transportation Improvements
Staff_Report_DIF
Att1_Resolution2022_32

Att2_Exhibit_Impact_Fees_Update

D. Public Hearing and Resolution 2022-35 related to the LDS Subdivision Inclusionary Housing Plan and Inclusionary Housing Agreement
StaffReport_LDS_InclusionaryHousingPlan
Att_1_ResolutionNo_2022_35
Att_2_Draft_Inclusionary_Housing_Agreement
Exhibit_A_Legal_Description
Exhibit_B_Inclusionary_Housing_Plan
Exhibit_C_Affordable_Housing_Covenant
Exhibit_D_Deed_of_Trust
Exhibit_E_Methodology

E. First Reading of Ordinance No. 2022-03 Adopting a "Military Equipment" Policy for the Winters Police Department per Assembly Bill 481 (Govt. Code §7070 et seq.)
Staff_Report_AB_481
Att1_WPD Policy 706 - Military Equipment.pdf
Att2_Ordinance2022_03
Att3_Exhibit A - Winters Police Department Military Equipment List.pdf

F. Sports Wagering Ballot Initiatives
Staff_Report_Tribal_Sports_Wagering_Act
Att1_Ballot_Initiative_21_0039
Att2_Ballot_Initiative_21_0017
Att3_Ballot_Initiative_21_0009
Att4_Ballot_Initiative_21_0029

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.

_____
Kathleen Salguero Trepa, City Clerk
Winters City Council Agenda

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

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

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

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

How to obtain City Council Agendas and Agenda Packets:

View on the internet: http://www.cityofwinters.org/city-council-meetings_/

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

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

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

The Yolo Subbasin

Kristin Sicke, P.E.
General Manager, YCFC&WCD
Executive Officer, YSGA

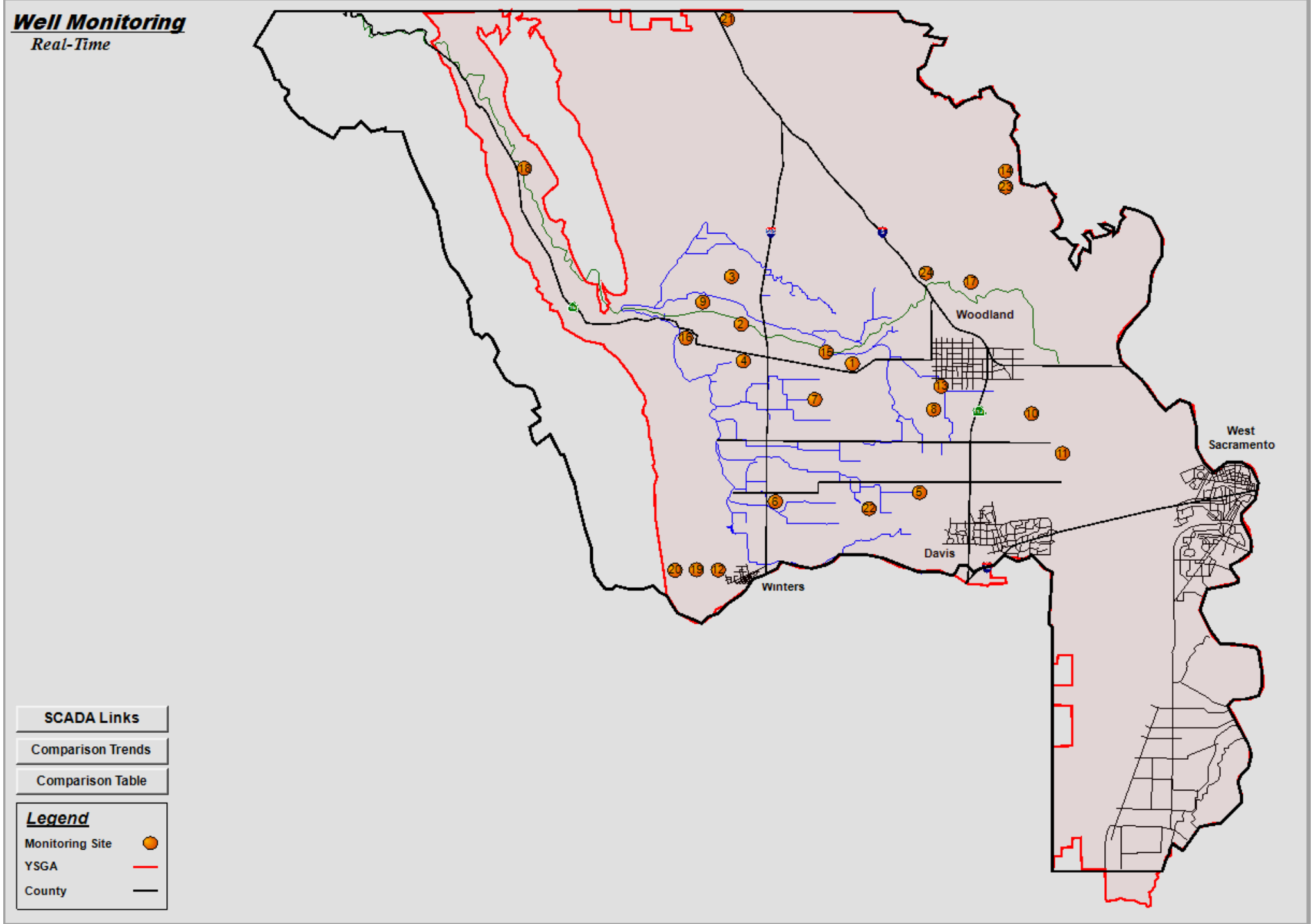
City of Winters Council Meeting

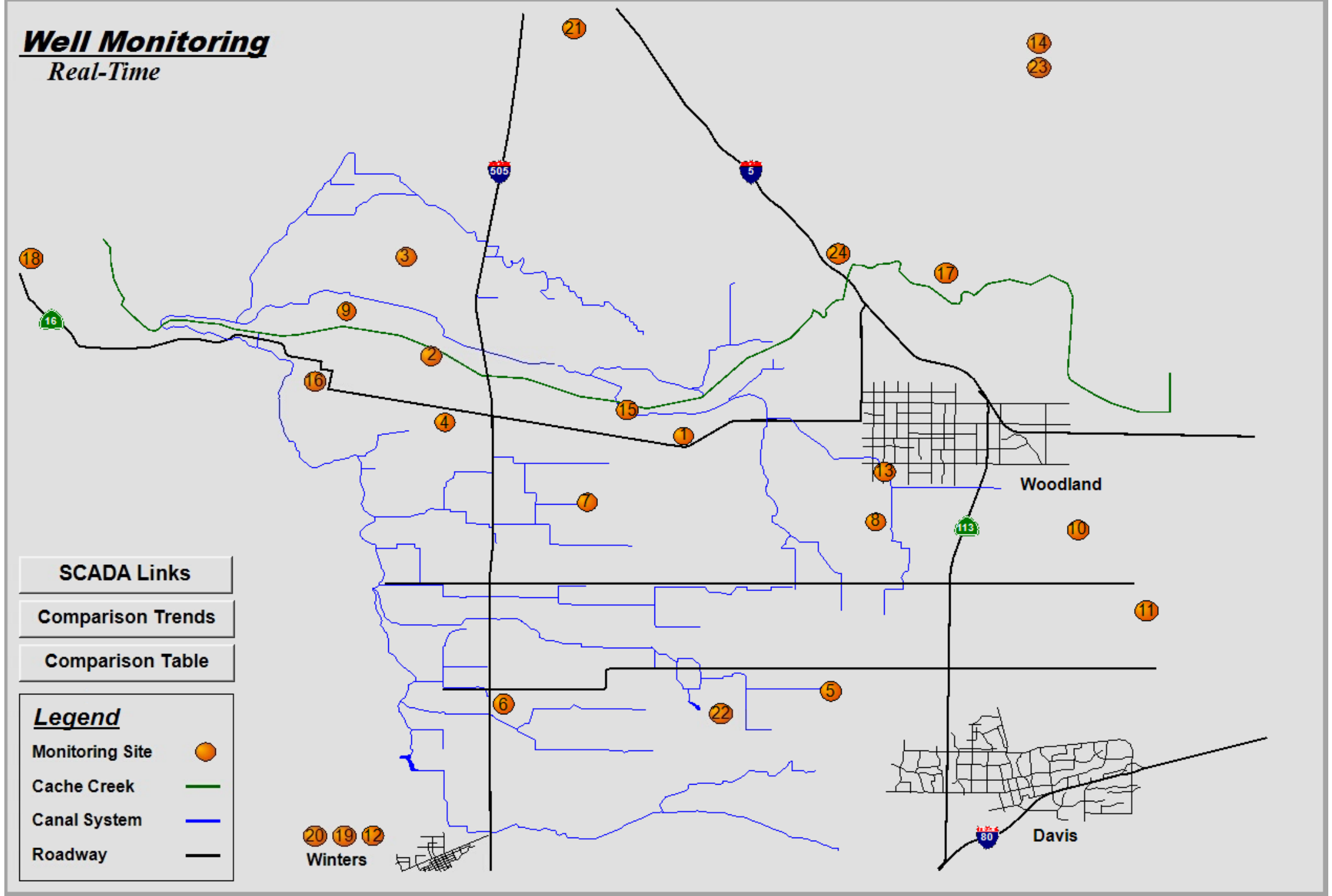
April 19, 2022

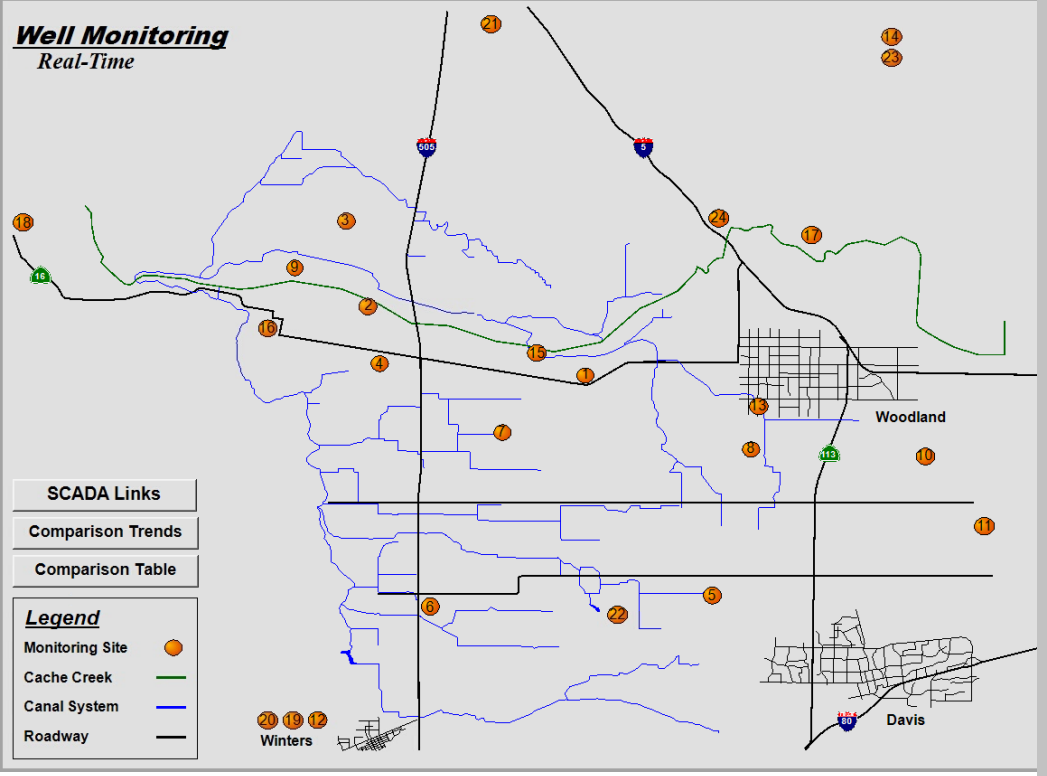


Agenda

- Yolo County Water Conditions Update
- Yolo Subbasin Groundwater Agency
- GSP Development
  - Sustainable Management Criteria
  - Projects and Management Actions
- GSP Implementation
  - Ad Hoc Drought Contingency Planning Committee
  - Annual Report for Water Years 2019, 2020, and 2021
- Areas of Special Concern


Well Monitoring
Real-Time
Woodland
West Sacramento
Davis
Winters
SCADA Links
Comparison Trends
Comparison Table
Legend
Monitoring Site
YSGA
County


Well Monitoring
Real-Time
SCADA Links
Comparison Trends
Comparison Table
Legend
Monitoring Site
Cache Creek
Canal System
Roadway
Woodland
Davis
Winters
505
5
16
113
80



Well Monitoring

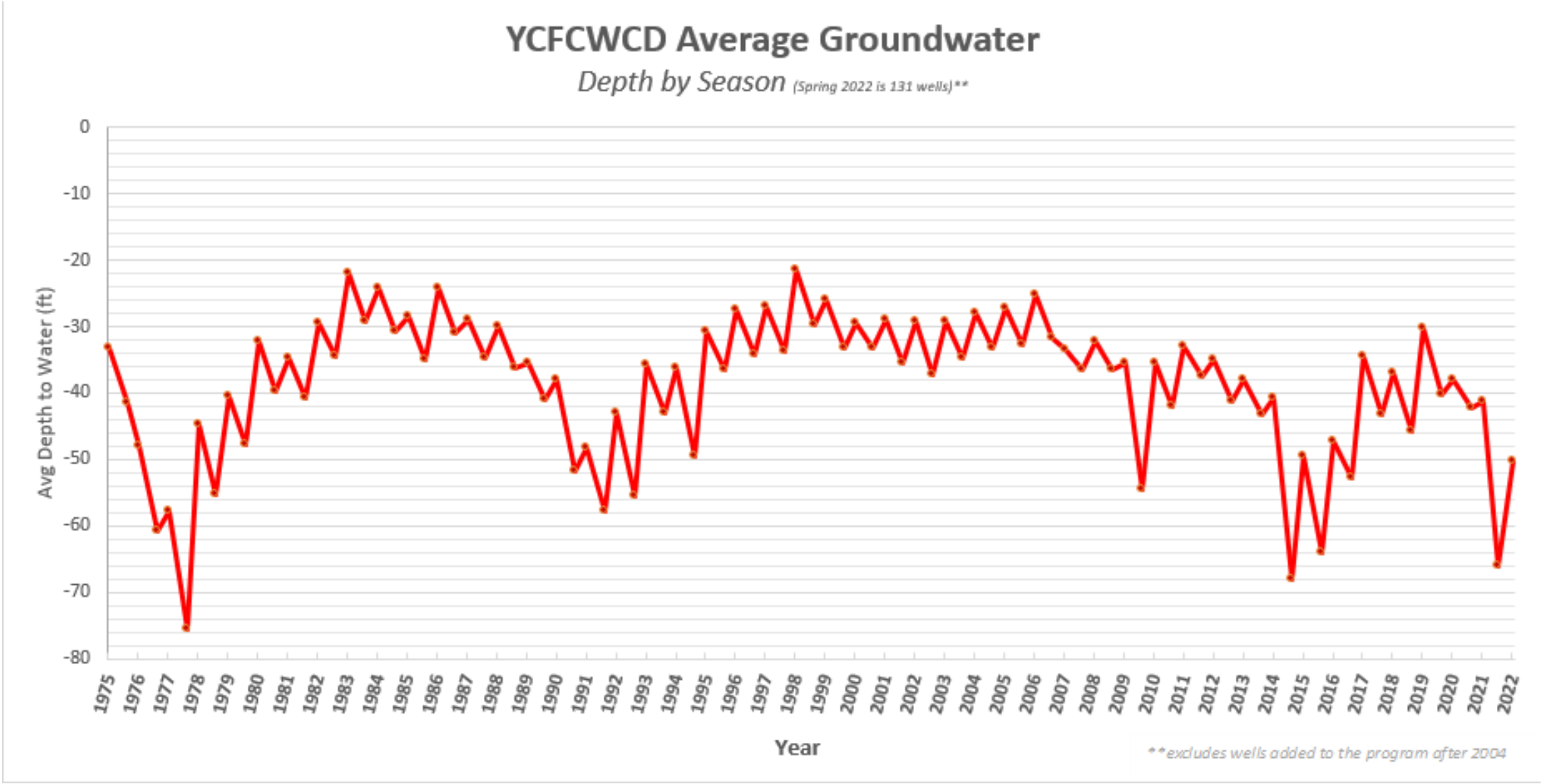
Depth to Water Historical Comparison

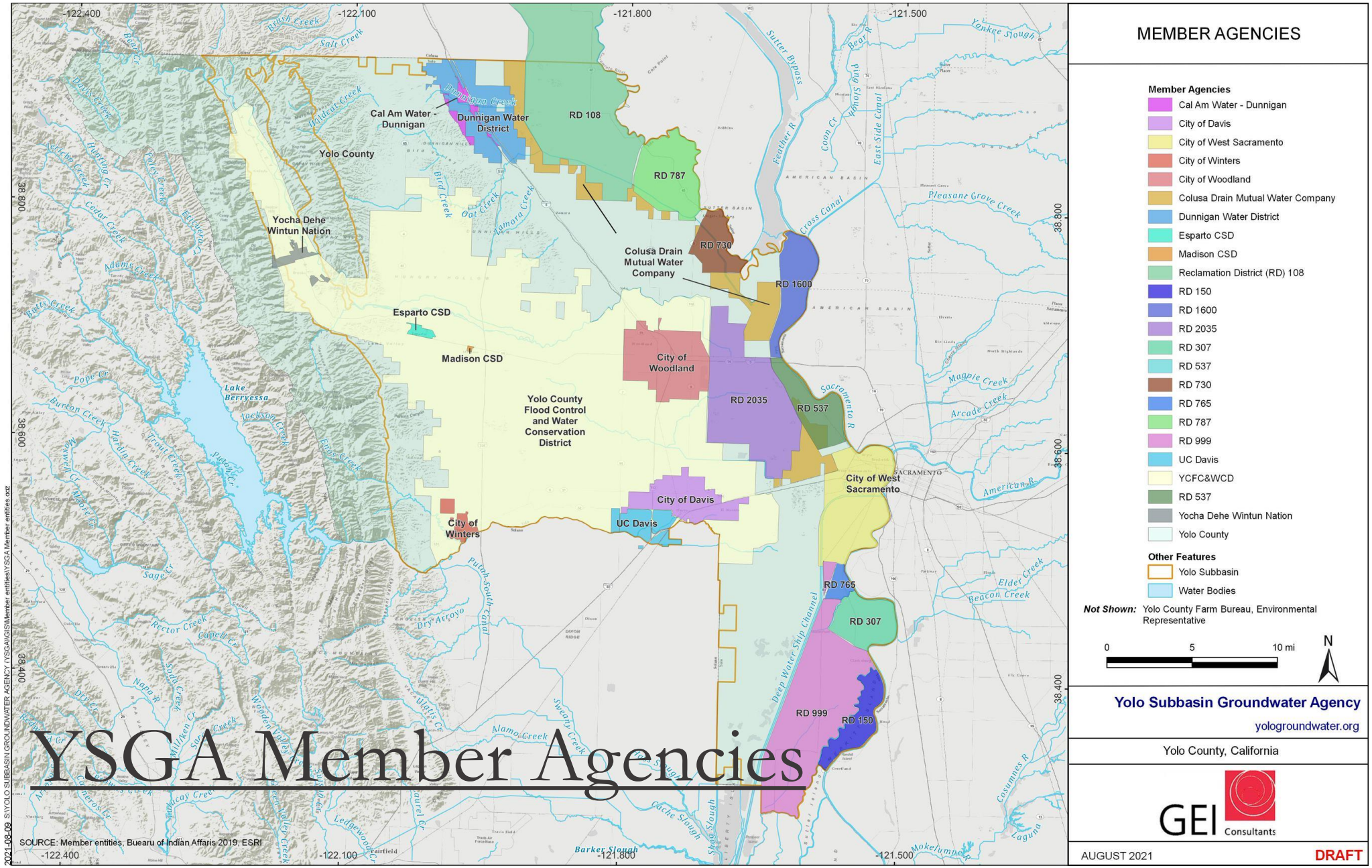
(Daily Average DTW in feet)

SCADA Links | Well Map | Select Date | 04/12

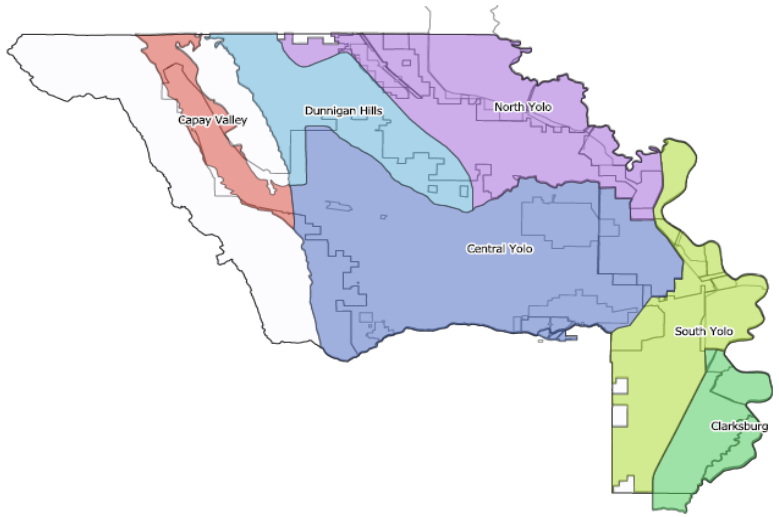
Well	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Δ 2021 - 2022	Δ 2015 - 2022
1.	80.2	75.7	77.3	82.1	91.2	101.7	102.0	86.8	87.2	86.4	86.8	101.4	117.0	-15.6	-15.3
2.	29.9	26.1	29.3	30.6	35.1	40.0	41.3	23.8	29.9	24.0	30.4	33.4	38.9	-5.6	1.1
3.		39.6	39.3	40.8	49.3	61.9	56.3	36.7	39.9	36.2	40.7	46.8	63.2	-16.4	-1.3
4.		22.3	25.2	32.2	31.0	41.8	37.5	20.9	27.4	20.7	28.9	48.5	40.0	8.4	1.8
5.		13.8	21.2	18.4	29.8	34.0	37.5	17.3	28.3	12.6	21.7	32.0	38.2	-6.2	-4.2
6.			34.7	38.1	43.9	57.4	54.7	26.6	36.8	21.5	38.6	57.1	59.0	-1.9	-1.5
7.					21.2	32.5	31.6	15.4	20.3	14.6	21.2	32.7	37.4	-4.7	-4.9
8.					50.1	67.5	63.7	42.7	41.8	35.1	39.5	62.1	67.9	-5.8	-.4
9.					47.5	58.7	53.3	33.6	40.0	34.1	41.4	50.9	55.9	-5.0	2.8
10.						40.6	26.3	10.6	10.9	8.2	24.0	37.8	64.0	-26.2	-23.3
11.						15.3	11.2	5.3	7.6	5.4	10.1	15.6	18.7	-3.0	-3.4
12.										107.9	107.1	124.8	133.2	-8.4	
13.									51.5	45.3	52.3	81.8	84.2	-2.4	
14.										7.9	10.7	11.0	9.9	.0	
15s.										31.9	36.0	47.3	44.1	3.2	
15d.										97.9	107.1	182.2	175.7	6.6	
16.										25.7	36.1	40.8	48.4	-7.7	
17.											20.8	28.1	31.6	-3.5	
18.											35.2	46.7	40.7	6.0	
19.											165.1	176.4	188.8	-12.2	
20.											199.0	199.0	199.0	-.1	
21.											118.1	128.9	136.8	-7.9	
22.													81.4		
23.													56.3		
24.													66.7		

YCFC&WCD Average Hydrograph
March 2022





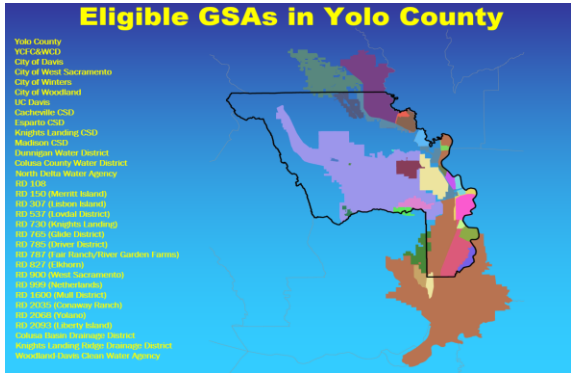
YSGA Member Agencies



Yolo Subbasin Groundwater Agency

26 Members

- Limited Authority
- For regional planning & reporting
- JPA defines authorities & responsibilities of GSA, Management Areas, and Eligible Entities



Groundwater Sustainability Plan

Management Areas are used to define sustainability goals and objectives for a hydrogeologic setting.

Capay Valley

Rumsey Water Users Assoc.
YCFC&WCD
Yocha Dehe Wintun Nation
Yolo County (white area)
Yolo County Farm Bureau
Environmental Representative

Advisory Committee
Public

North Yolo

Dunnigan WD
Colusa Drain Mutual Water Co.
California American Water Co.
RDs 108, 730, and 787
YCFC&WCD
Yolo County (white area)
Yolo County Farm Bureau
Environmental Representative

Advisory Committee
Public

Central Yolo

Cities of Davis, Woodland &Winters
UC Davis
YCFC&WCD
RD 2035
Esparto and Madison CSDs
Yolo County (white area)
Yolo County Farm Bureau
Environmental Representative

Advisory Committee
Public

Dunnigan Hills

YCFC&WCD
Yolo County Farm Bureau
Yolo County (white area)
Environmental Representative

Advisory Committee
Public

South Yolo

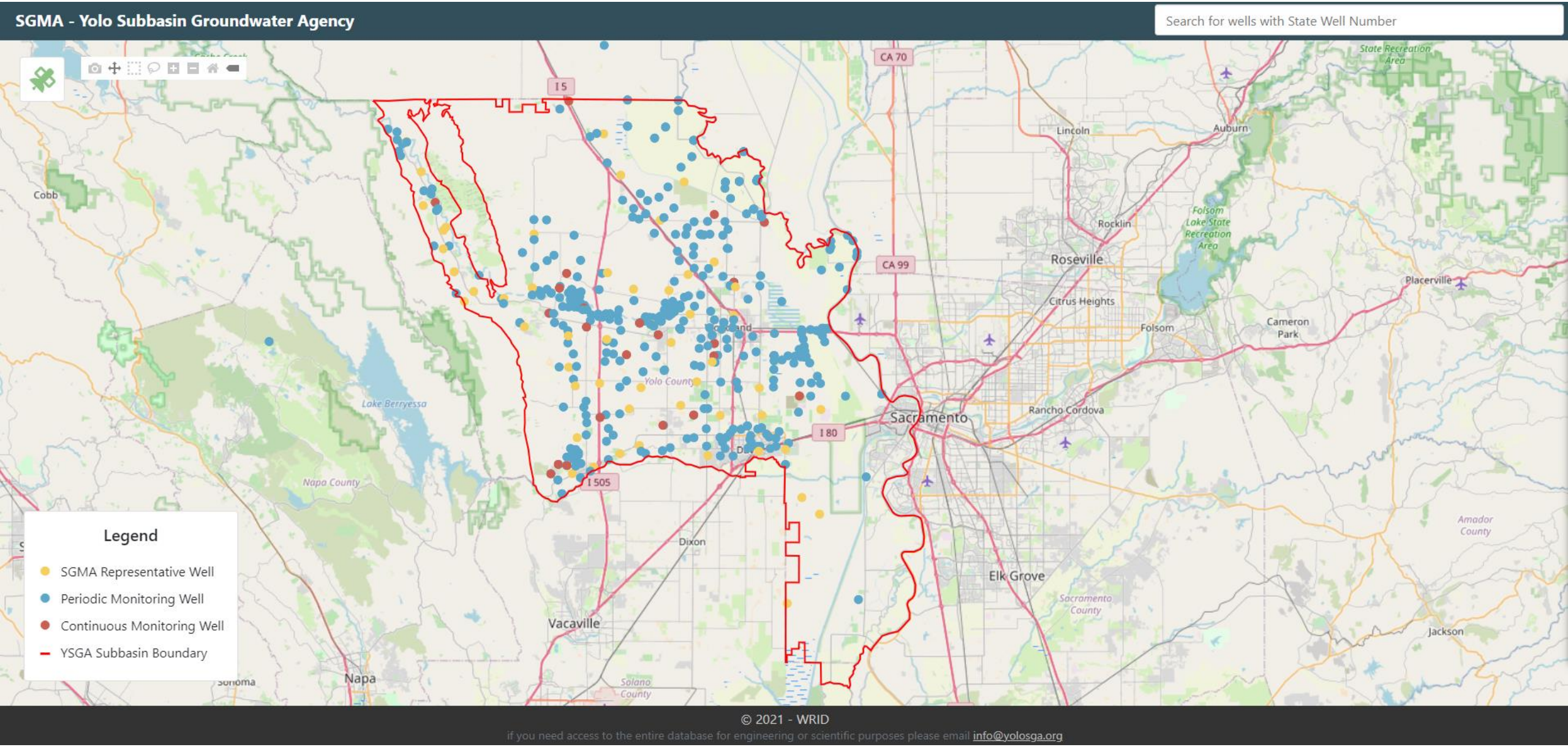
City of West Sacramento
Colusa Drain Mutual Water Co.
RDs 537 and 1600
YCFC&WCD
Yolo County Farm Bureau
Yolo County (white area)
Environmental Representative

Advisory Committee
Public

Clarksburg

RDs 150, 307, 765, and 999
Yolo County Farm Bureau
Environmental Representative

Advisory Committee
Public


SGMA - Yolo Subbasin Groundwater Agency
Search for wells with State Well Number
Legend
SGMA Representative Well
Periodic Monitoring Well
Continuous Monitoring Well
YSGA Subbasin Boundary
I 5
CA 70
CA 99
I 80
I 505
Lincoln
Auburn
Rocklin
Roseville
Citrus Heights
Folsom
Cameron Park
Placerville
Sacramento
Rancho Cordova
Elk Grove
Dixon
Vacaville
Napa
Cobb
Lake Berryessa
Yolo County
Napa County
Solano County
Sacramento County
Amador County
Jackson
Folsom Lake State Recreation Area
State Recreation Area
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if you need access to the entire database for engineering or scientific purposes please email info@yolosga.org

OVERALL GOAL OF GROUNDWATER SUSTAINABILITY PLAN

For each basin to achieve “sustainable groundwater management” by avoiding the “six undesirable results”


Chronic lowering of groundwater levels


Reduction of groundwater storage

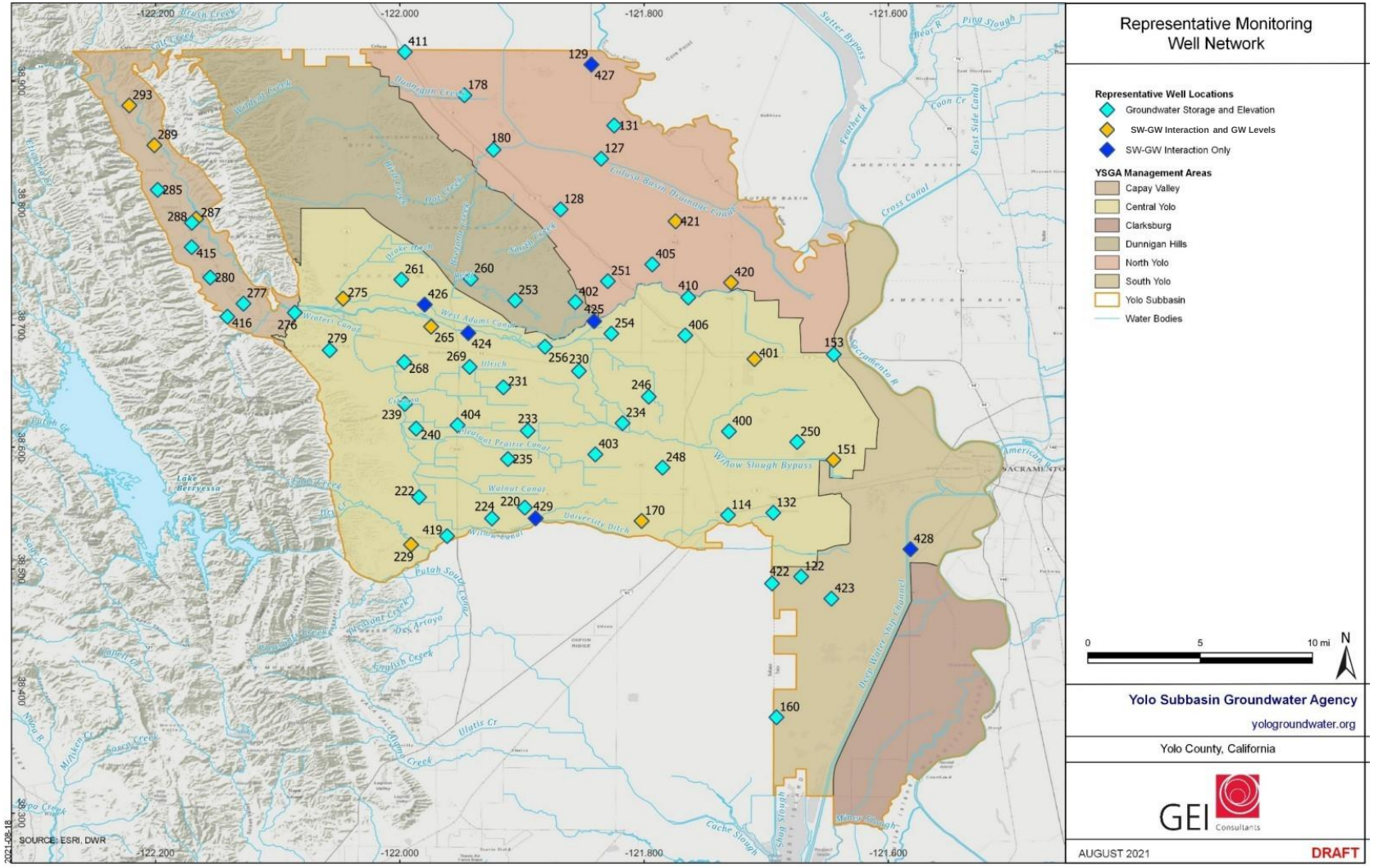

Seawater intrusion


Degraded water quality


Land subsidence

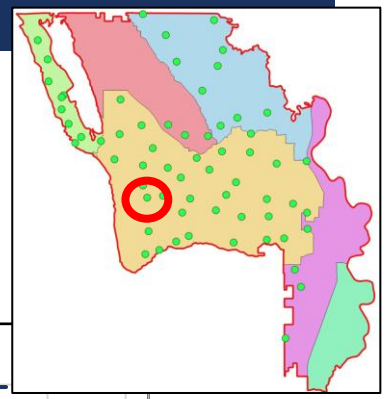

Depletions of interconnected surface water

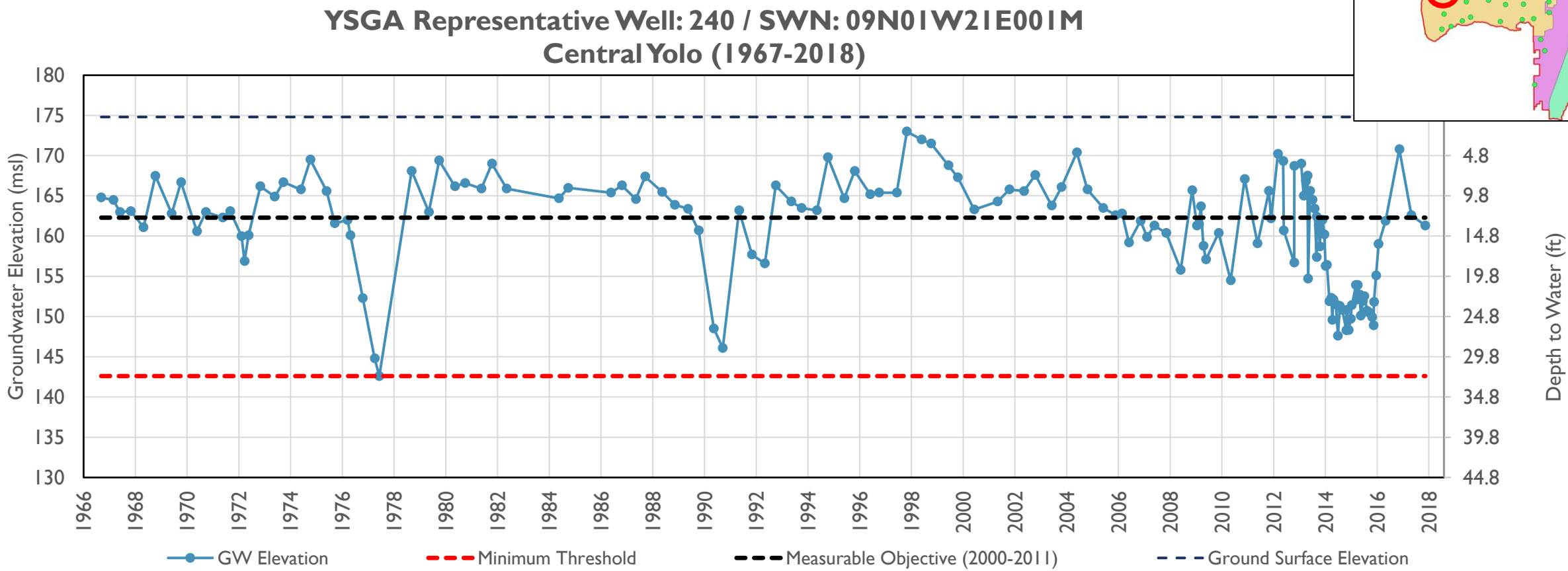
Source: GSP Emergency Regulations Guide



REPRESENTATIVE MONITORING

GROUNDWATER LEVELS - GROUNDWATER STORAGE





PROJECTS AND MANAGEMENT ACTIONS

- The goals of the projects and management actions are to:
  - **Ensure** the subbasin remains sustainable over the next 50 years
  - **Keep** water levels at the measurable objective in the long term
  - **Prevent** the exceedance of minimum thresholds
  - **Prevent** undesirable results

- **12** Proposed & Ongoing Management Actions
- **75** Proposed & Ongoing Projects

ENSURING GROUNDWATER SUSTAINABILITY





Plan to ensure Groundwater Sustainability (2022-2042)

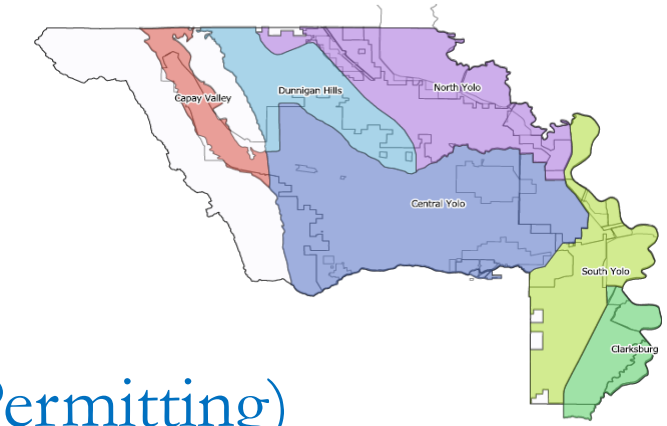
- Focused on project implementation
- Annual reporting + 5-year updates to the State

yologroundwater.org

Ad-Hoc Drought Contingency Planning Committee

- Advise YSGA Directors concerning
  - Local planning strategies
  - Appropriate management actions for drought conditions
  - Coordination with Yolo County Supervisors for management of groundwater resources during drought

- Identify available resources to mitigate drought impacts
- Implement sustainability projects
- Investigate whether restrictive measures are necessary
- Implement Governor's E.O. N-7-22 Paragraph 9 (Well Permitting)

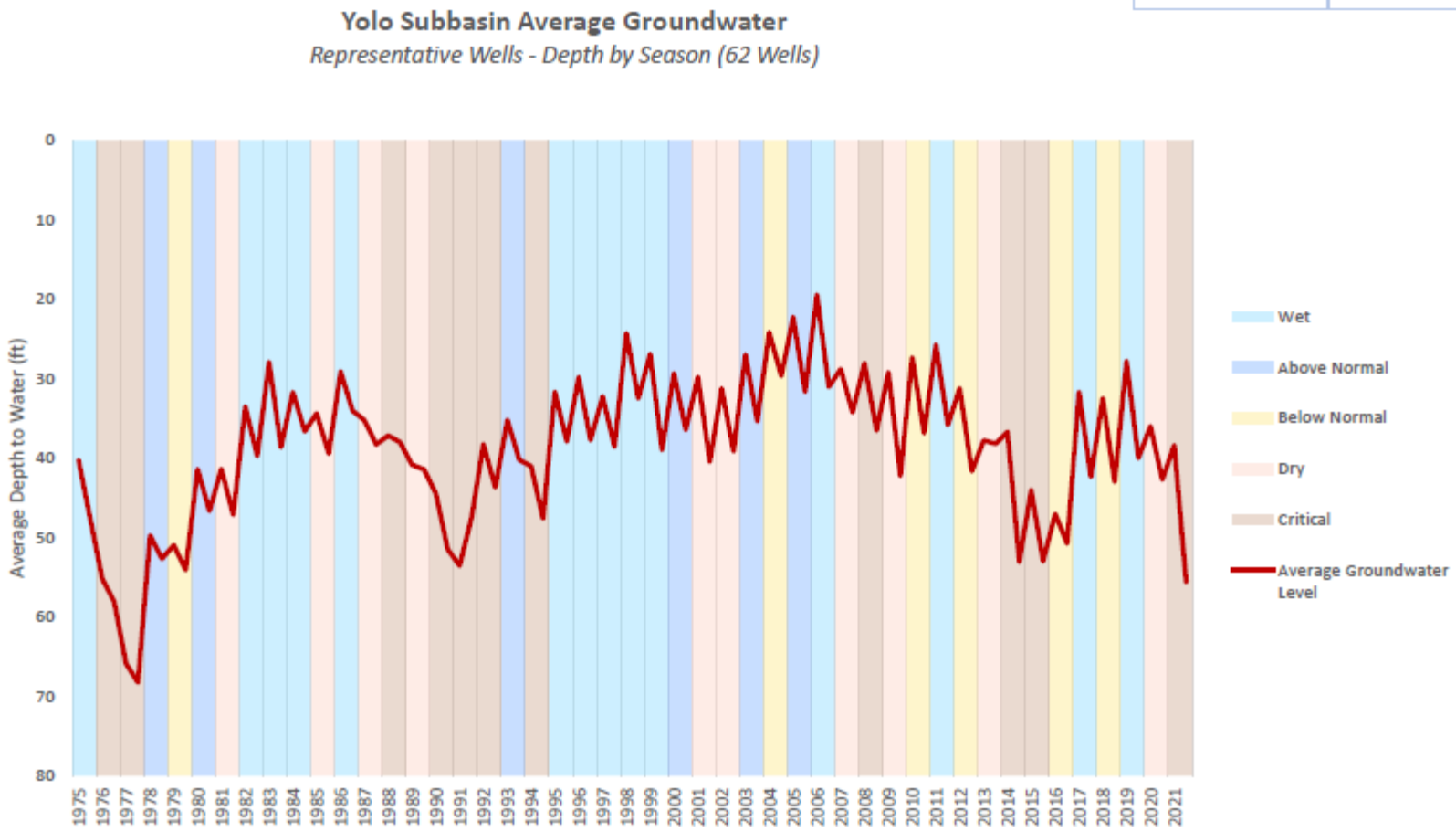


YSGA Annual Report

TABLE 2: HYDROLOGIC CONDITIONS[5]

Water Year	Sacramento Valley Index	Sac Valley Water Year Type	Yolo Subbasin Estimated Precipitation (PRISM)	Percent of Subbasin Average[6]
2019	10.2	Wet	29.2"	150%
2020	6.0	Dry	10.9"	56%
2021	3.8	Critical	6.6"	34%

FIGURE 3: YOLO SUBBASIN AVERAGE DEPTH TO WATER



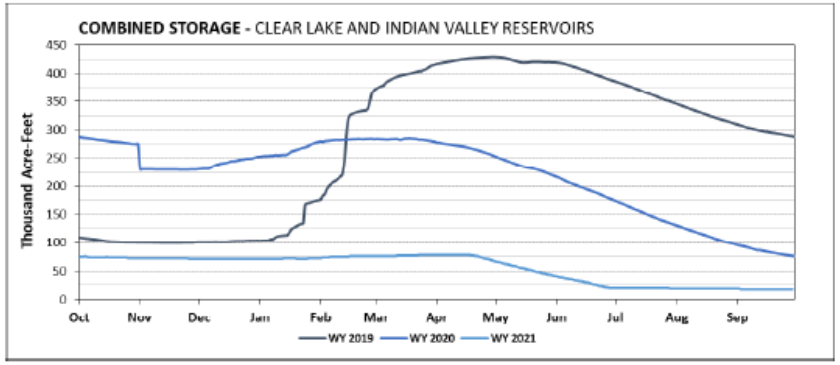


FIGURE 2: COMBINED STORAGE AT CLEAR LAKE AND INDIAN VALLEY RESERVOIRS

https://www.yologroundwater.org

YSGA Annual Report

FIGURE 10: GROUNDWATER ELEVATION CONTOUR – FALL 2021

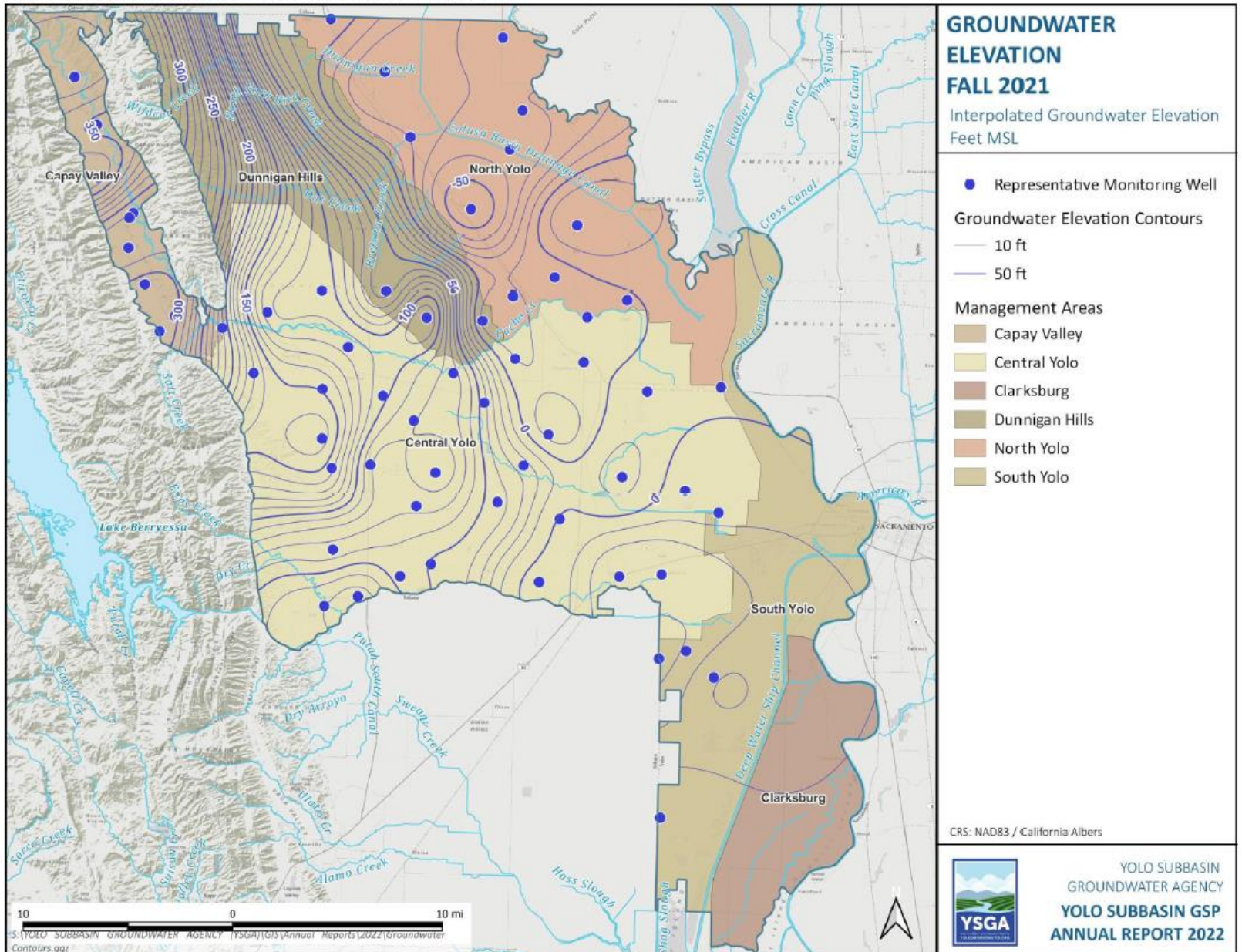
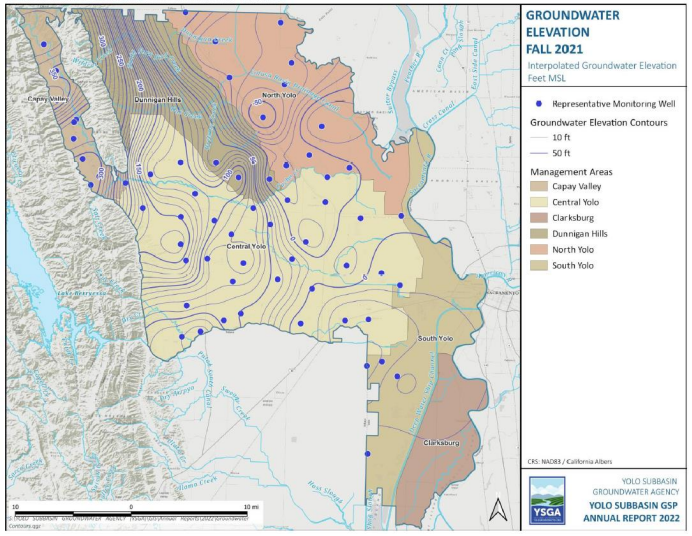


FIGURE 10: GROUNDWATER ELEVATION CONTOUR – FALL 2021



YSGA Annual Report

TABLE 3: CAPAY VALLEY REPRESENTATIVE MONITORING WELL GROUNDWATER ELEVATIONS

State Well Number	Representative Well Number	Measurable Objective	Minimum Threshold	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	5 yr Fall Average	Distance to Measurable Objective
DWR assigned well number	YSGA GSP Well Number	Groundwater Elevation	Groundwater Elevation	Groundwater Elevation, ft. MSL. Shaded values are below the minimum threshold value. *** represents no measurement							Fall 2017-Fall 2021	5-year average minus MO
10N02W16R001M	276	215.0	207.7	217.0	219.9	216.7	216.2	214.6	214.2	211.2	214.7	-0.3
10N02W18F001M	277	315.6	304.2	325.6	312.9	318.5	317.8	325.9	314.8	311.2	320.1	4.4
10N03W02R002M	280	319.5	308.2	312.7	322.5	316.6	316.7	313.3	313.4	309.3	312.9	-6.6
11N03W09Q001M	285	383.7	355.8	382.2	394.4	384.9	389.3	382.3	381.6	377.6	381.9	-1.9
11N03W23L001M	287	296.0	287.6	298.5	301.0	298.9	298.7	298.2	***	285.9	294.2	-1.8
11N03W23N001M	288	287.3	271.0	295.3	301.6	298.3	297.5	294.5	289.3	284.4	293.4	6.1
11N03W33F001M	289	351.1	341.2	351.5	356.2	351.6	352.0	351.3	351.2	344.4	349.4	-1.7
12N03W20D001M	293	382.8	376.4	383.4	387.1	382.4	383.6	382.0	382.4	380.0	381.3	-1.5
11N03W35D003M	415	280.7	273.0	***	293.1	282.1	284.1	281.2	283.1	275.9	279.6	-1.0
10N03W24B002M	416	324.8	281.1	327.8	345.9	343.7	339.6	327.2	326.6	310.4	327.3	2.4

TABLE 4: NORTH YOLO REPRESENTATIVE MONITORING WELL GROUNDWATER ELEVATIONS

State Well Number	Representative Well Number	Measurable Objective	Minimum Threshold	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	5 yr Fall Average	Distance to Measurable Objective
DWR assigned well number	YSGA GSP Well Number	Groundwater Elevation	Groundwater Elevation	Groundwater Elevation, ft. MSL. Shaded values are below the minimum threshold value. *** represents no measurement							Fall 2017-Fall 2021	5-year average minus MO
11N01E02D001M	127	-13.3	-88.3	-17.4	16.2	-10.3	7.6	-27.2	5.6	-37.1	-24.2	-10.9
11N01E16P001M	128	-33.1	-129.8	0.4	26.3	-24.1	17.3	-25.9	10.5	-58.5	-20.4	12.7
12N01E03R002M	129	9.1	-44.3	-1.0	20.6	3.5	19.2	-9.0	15.3	-32.8	-3.8	-12.9
12N01E26A002M	131	-4.2	-46.1	-5.0	19.3	-2.0	13.0	-12.5	5.6	-29.7	-9.1	-4.9
10N03E33B011M	153	3.8	-73.3	8.6	***	7.5	14.2	3.1	11.3	1.7	6.9	3.1
12N01W14M001M	178	10.5	-30.9	-7.5	19.3	-7.5	10.8	-14.9	-12.5	-29.5	-9.0	-19.4
12N01W36K002M	180	-7.7	-49.7	-29.5	8.5	-24.5	2.1	-34.5	***	***	-27.2	-19.5
10N01E02Q002M	251	32.1	-32.6	17.1	40.4	20.3	32.6	17.6	22.5	***	18.0	-14.1
10N02E06B001M	405	26.0	-85.7	18.6	37.6	28.6	29.6	23.6	25.0	-8.1	14.1	-11.9
12N01W05B001M	411	49.5	-25.3	18.7	30.5	20.6	25.6	15.5	16.5	4.4	15.2	-34.4
10N02E09N001M	410	12.9	-63.7	7.3	36.6	23.0	28.0	17.1	23.2	-3.4	9.7	-3.2
10N02E03R002M	420	12.2	-39.2	-9.8	31.8	6.5	22.3	***	15.7	***	-5.2	-17.4
11N02E20K004M	421	28.8	-31.6	25.7	33.4	29.5	32.9	26.8	29.1	20.9	26.9	-1.9

TABLE 5: CENTRAL YOLO REPRESENTATIVE MONITORING WELL GROUNDWATER ELEVATIONS

State Well Number	Representative Well Number	Measurable Objective	Minimum Threshold	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	5 yr Fall Average	Distance to Measurable Objective
DWR assigned well number	YSGA GSP Well Number	Groundwater Elevation	Groundwater Elevation	Groundwater Elevation, ft. MSL. Shaded values are below the minimum threshold value. *** represents no measurement							Fall 2017-Fall 2021	5-year average minus MO
08N02E15A002M	114	-25.1	-61.3	***	***	0.4	16.8	-9.6	10.0	-28.6	-10.3	14.8
08N03E07N001M	132	-22.0	-78.0	***	***	***	***	***	***	-28.9	***	***
09N03E33B002M	151	4.7	-35.3	4.8	19.0	3.6	15.0	-2.1	12.9	-4.2	3.0	-1.8
08N02E18M002M	170	20.4	1.5	15.5	30.1	23.5	***	13.5	22.5	-3.5	17.5	-2.9
08N01E07R001M	220	82.3	16.5	60.5	87.6	74.1	72.2	***	65.1	46.5	60.6	-21.7
08N01W09C001M	222	110.9	40.3	72.0	92.6	78.2	82.6	85.4	88.6	69.0	75.3	-35.6
08N01W13G003M	224	80.0	47.8	70.9	***	78.4	77.8	71.8	73.3	58.8	69.5	-10.5
08N01W20R005M	229	72.8	36.4	44.7	75.4	60.9	72.0	45.0	59.6	31.2	47.3	-25.6
09N01E03C003M	230	19.3	-56.4	23.1	24.9	9.1	-0.7	***	***	***	18.6	-0.8
09N01E07D001M	231	111.1	68.3	102.4	109.6	104.7	104.5	99.2	97.2	76.5	93.8	-17.3
09N01E20E001M	233	104.8	67.1	106.7	108.8	106.0	105.0	105.7	98.9	91.7	101.3	-3.5
09N01E24D001M	234	52.2	7.6	41.5	51.5	49.5	47.3	45.3	40.7	29.1	39.7	-12.4
09N01E31D001M	235	104.6	68.3	103.7	111.3	106.1	100.7	101.8	92.6	70.9	92.6	-12.0
09N01W08Q001M	239	185.1	152.2	185.7	186.3	184.7	178.3	184.5	174.9	172.9	181.5	-3.6
09N01W21E001M	240	163.4	144.7	160.4	171.1	153.7	165.1	162.4	159.4	149.5	159.9	-3.5
09N02E07L001M	246	24.7	-45.4	2.2	37.6	18.4	28.2	***	23.4	-19.6	-1.4	-26.1
09N02E32M001M	248	29.1	-7.0	16.2	44.2	27.1	32.7	21.6	27.2	-2.7	14.9	-14.2
09N03E19R002M	250	6.7	-14.1	2.5	18.7	3.3	15.0	-0.6	12.9	-5.5	3.3	-3.4
10N01E23Q002M	254	26.8	-43.0	16.8	44.9	31.7	37.7	23.0	29.6	-12.2	12.3	-14.5
10N01E29K001M	256	77.8	58.4	80.0	87.2	81.8	80.8	80.2	79.5	77.2	79.5	1.7
10N01W08B001M	261	139.5	73.3	136.0	144.9	141.9	140.5	137.3	135.7	106.9	128.4	-11.2
10N01W21J001M	265	127.5	90.9	127.5	137.0	130.6	131.2	129.7	129.3	115.4	125.0	-2.6
10N01W32E001M	268	169.9	144.5	169.6	174.9	169.6	167.1	168.6	164.1	152.0	164.4	-5.5
10N01W35Q001M	269	120.5	93.0	121.9	128.7	124.0	116.2	123.3	110.0	104.8	117.6	-2.9
10N02W14A001M	275	137.8	91.1	136.0	148.7	138.4	138.8	137.2	134.1	104.8	127.3	-10.5
10N02W26P001M	279	241.7	212.7	220.6	225.6	219.7	221.4	211.2	***	***	218.1	-23.6
10N02E29A001M	406	35.7	9.9	29.6	38.3	35.9	37.4	***	***	***	31.9	-3.8
09N02E22H002M	400	22.9	-24.8	22.4	28.6	26.8	28.4	23.3	24.2	14.0	19.9	-3.0
10N02E36E001M	401	22.1	9.0	20.4	28.7	19.8	25.8	19.6	23.6	14.1	19.7	-2.4
09N01E26N001M	403	71.7	32.2	53.5	76.3	66.1	64.8	61.0	58.7	46.3	55.1	-16.7
09N01W23D001M	404	135.8	82.9	119.7	136.0	128.6	122.1	122.8	121.6	67.9	110.2	-25.6
08N01W22G500M	419	71.9	6.5	39.5	79.5	58.5	78.5	47.5	62.5	16.5	50.8	-21.0

TABLE 6: SOUTH YOLO REPRESENTATIVE MONITORING WELL GROUNDWATER ELEVATIONS

State Well Number	Representative Well Number	Measurable Objective	Minimum Threshold	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	5 yr Fall Average	Distance to Measurable Objective
DWR assigned well number	YSGA GSP Well Number	Groundwater Elevation	Groundwater Elevation	Groundwater Elevation, ft. MSL. Shaded values are below the minimum threshold value. *** represents no measurement							Fall 2017-Fall 2021	5-year average minus MO
08N03E32L001M	122	-1.9	-71.8	-10.1	16.4	-56.5	8.8	-18.4	2.9	-31.1	-13.0	-11.1
06N03E07M001M	160	9.9	-10.8	-2.8	14.7	-2.0	12.2	-5.4	***	-7.0	-0.9	-10.8
08N03E31N001M	422	-7.0	-49.3	-10.2	14.3	-9.0	2.9	-20.8	***	-34.2	-8.8	-1.7
07N03E04Q001M	423	0.5	-27.1	-1.4	16.9	-0.9	7.7	***	***	-7.7	1.4	0.9

TABLE 7: DUNNIGAN HILLS MONITORING WELL GROUNDWATER ELEVATIONS

State Well Number	Representative Well Number	Measurable Objective	Minimum Threshold	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	5 yr Fall Average	Distance to Measurable Objective
DWR assigned well number	YSGA GSP Well Number	Groundwater Elevation	Groundwater Elevation	Groundwater Elevation, ft. MSL. Shaded values are below the minimum threshold value. *** represents no measurement							Fall 2017-Fall 2021	5-year average minus MO
10N01E18C001M	253	143.1	132.8	137.8	138.0	140.1	137.5	138.5	135.4	134.5	137.8	-5.3
10N01W02Q001M	260	128.3	73.6	76.8	94.6	86.0	91.0	79.8	78.4	46.2	69.5	-58.8
10N01E15D001M	402	17.5	-69.6	-53.0	6.3	5.1	17.7	-2.3	7.4	-23.6	-24.3	-41.8

YSGA Annual Report

TABLE 10: WATER BUDGET ASSESSMENT

	Variable	WY 2019	WY 2020	WY 2021
1	Agricultural Eta	981,000	994,000	929,000
2	Effective Precipitation	208,000	78,000	47,000
3	Total Ag Demand	773,000	916,000	882,000
4	Agricultural SW - Entities	345,000	410,000	210,000
5	Agricultural SW - eWRIMS	102,000	90,000	44,000
6	Agricultural SW Diversion	447,000	500,000	254,000
7	Agricultural GW Extraction	326,000	415,000	628,000
8	**Agricultural Total Water Use**	**773,000**	**916,000**	**882,000**
9	Urban SW - Entities	33,000	35,000	30,000
10	Urban GW Extraction - Entities	4,000	4,000	7,000
11	**Urban Total Water Use**	**36,000**	**39,000**	**37,000**
12	Total SW Diversions	480,000	535,000	284,000
13	Total GW Extraction	330,000	419,000	635,000
14	**Total Water Use**	**810,000**	**954,000**	**919,000**

The GSP lists the sustainable yield of the Yolo Subbasin as approximately 346,000 AF.

TABLE 11: ESTIMATED ANNUAL GROUNDWATER EXTRACTION RELATIVE TO SUSTAINABLE YIELD

	WY 2019	WY 2020	WY 2021
Groundwater Extraction, AF	330,000	419,000	635,000
Difference to Sustainable Yield, AF	+16,000	-73,000	-289,000

TABLE 12: ESTIMATED CHANGES IN GROUNDWATER STORAGE

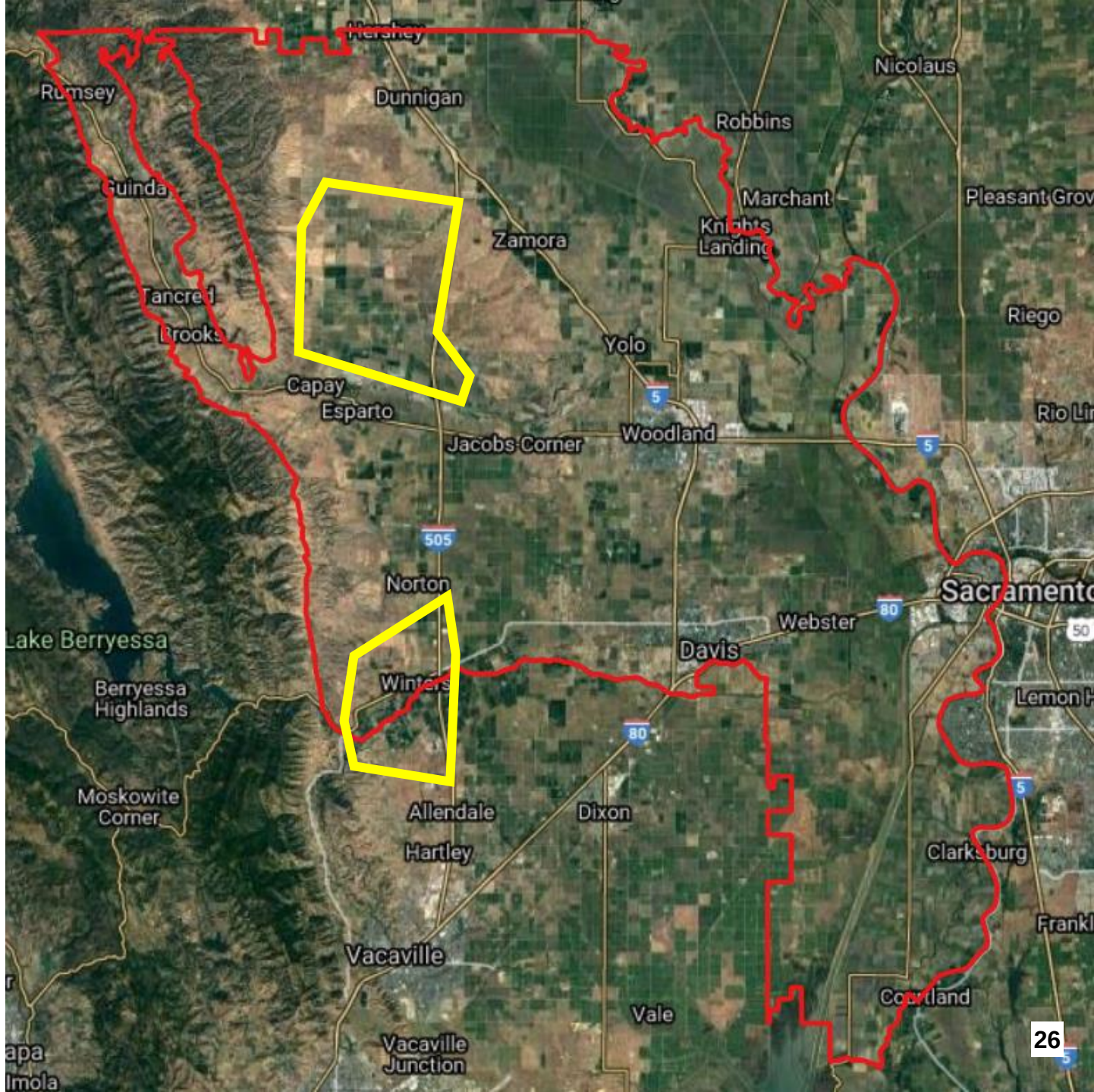
Water Year	2019	2020	2021
Estimated Change in Storage (AF)	142,000	-102,000	-390,000

Areas of Special Concern

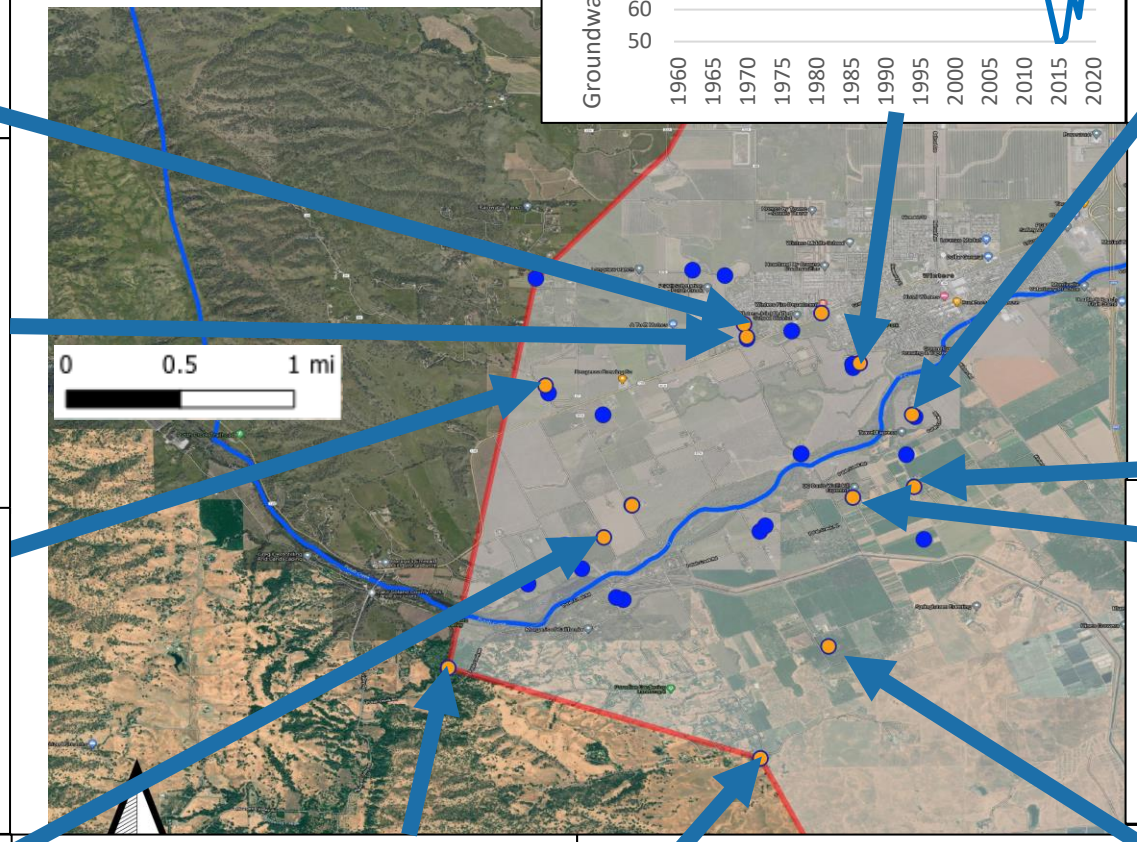
Changing Groundwater Elevations near Winters and Hungry Hollow

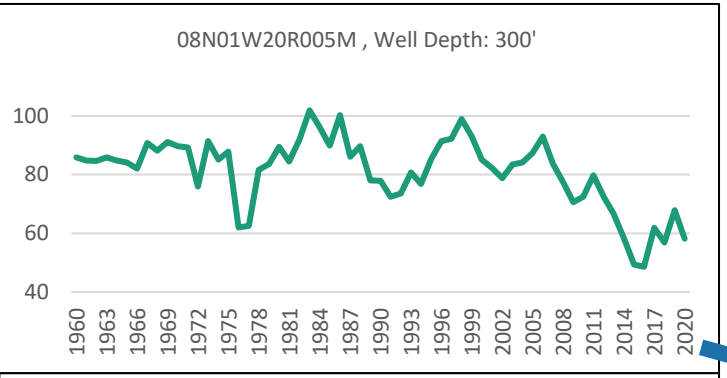
Hungry Hollow

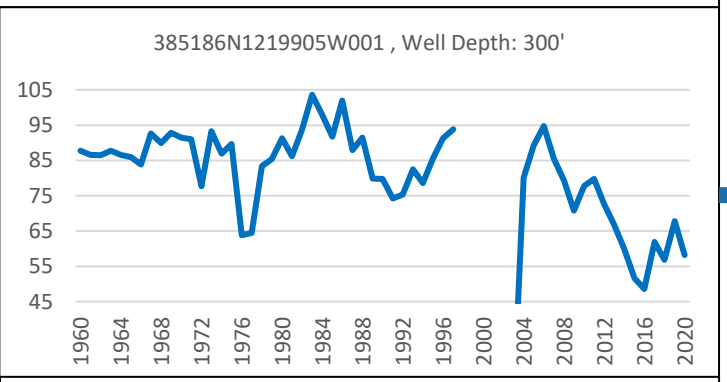
Winters Area

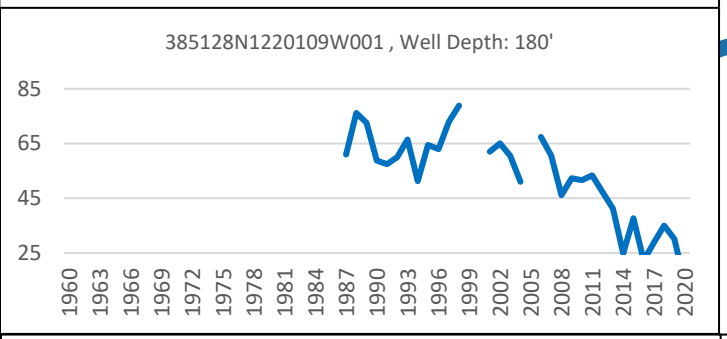


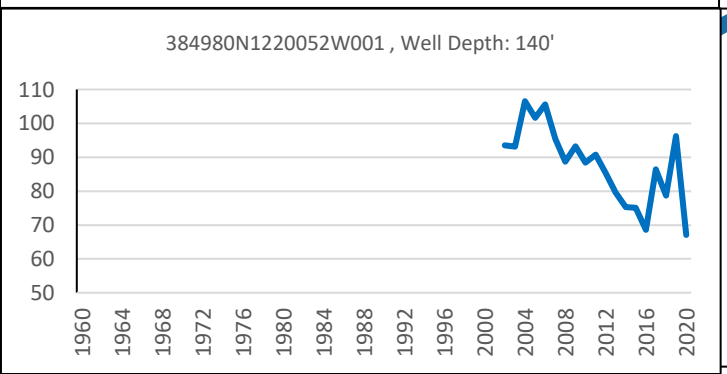
Hydrographs near the City of Winters

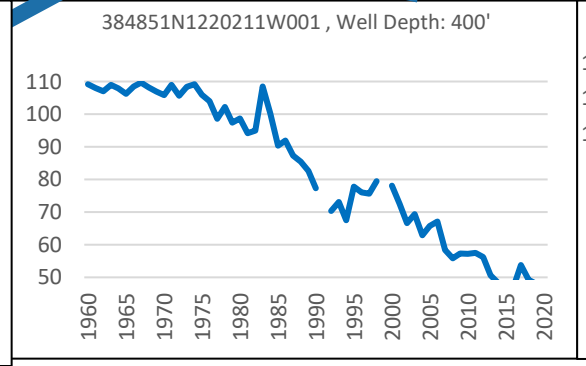


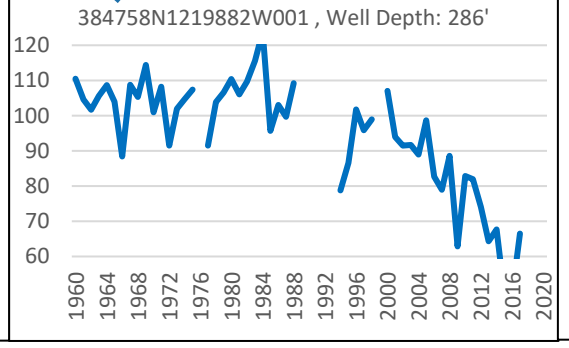


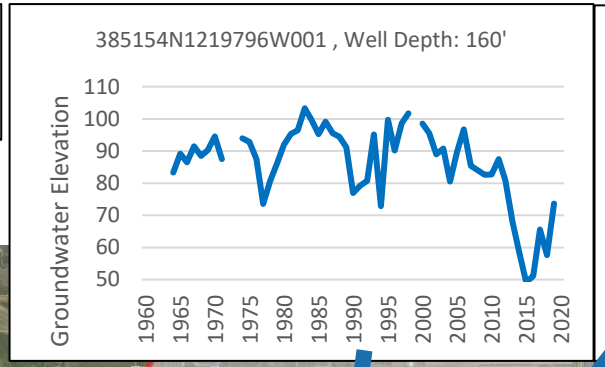


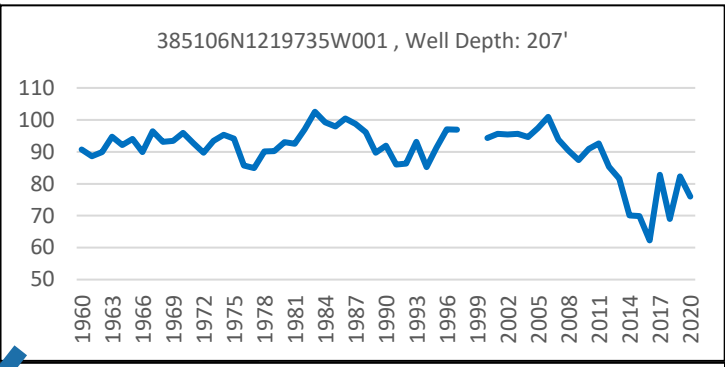


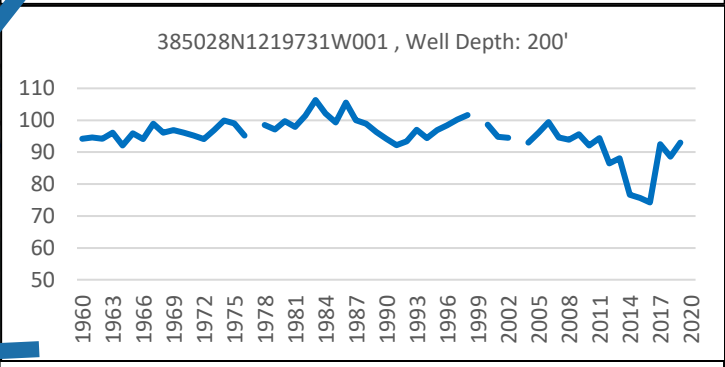


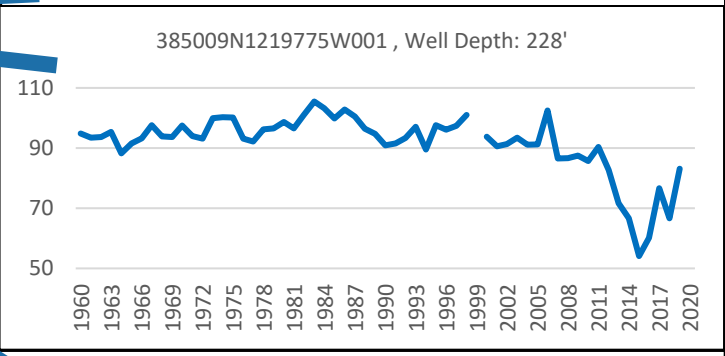


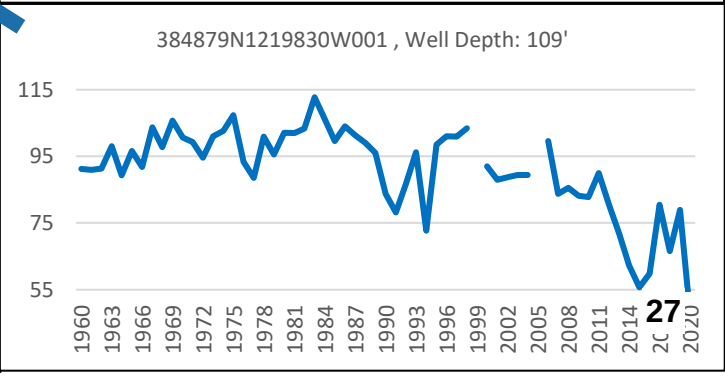


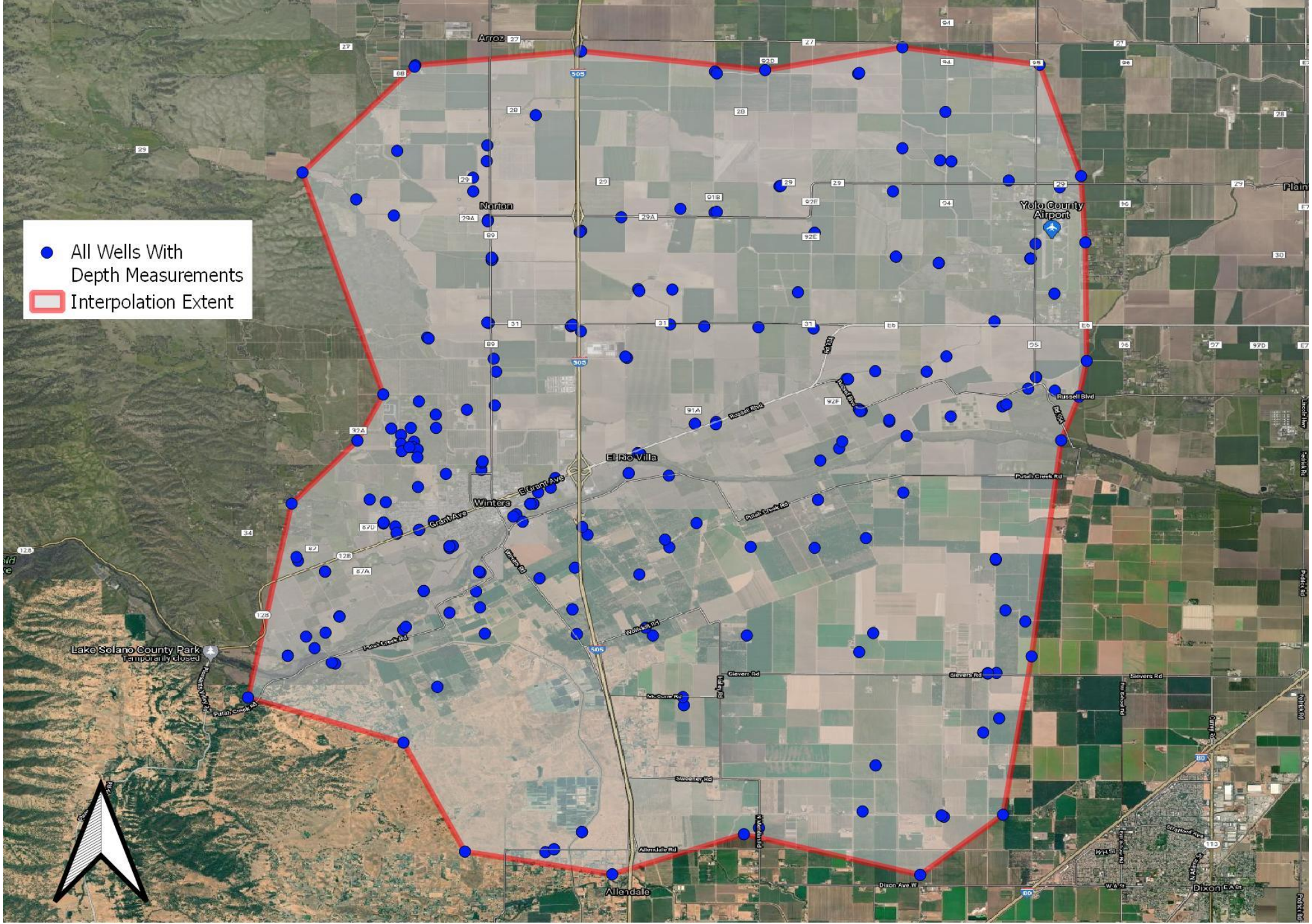


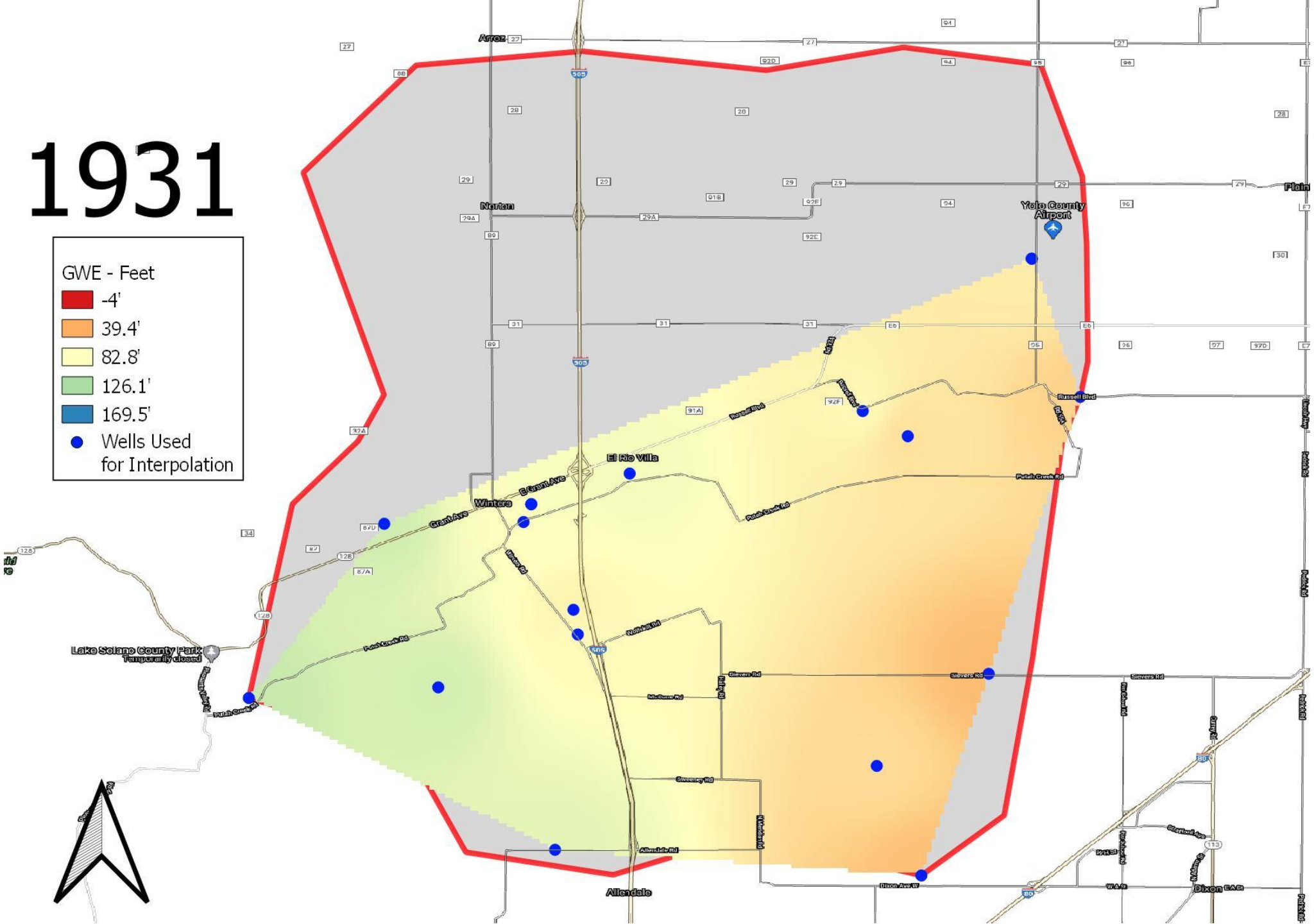


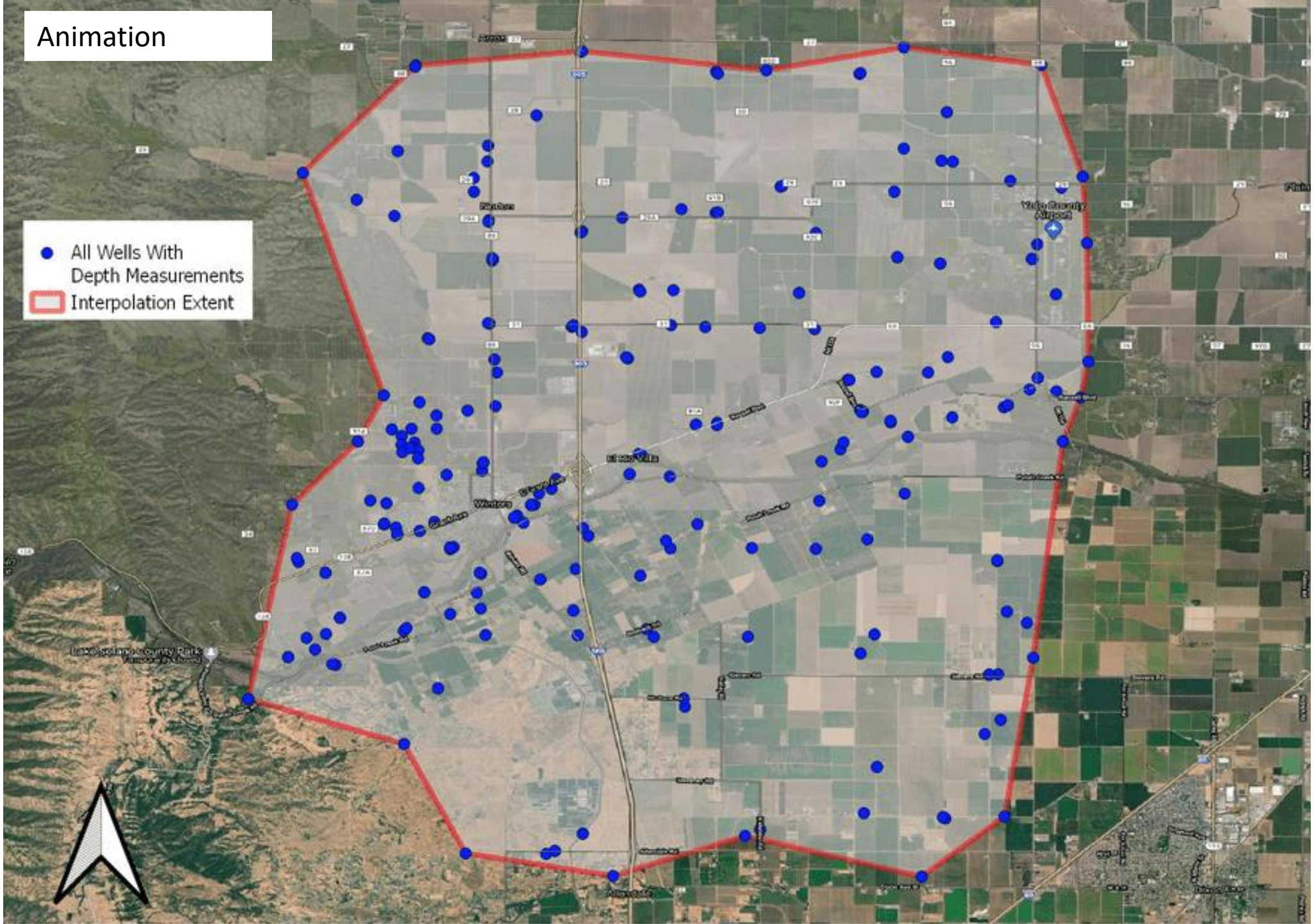


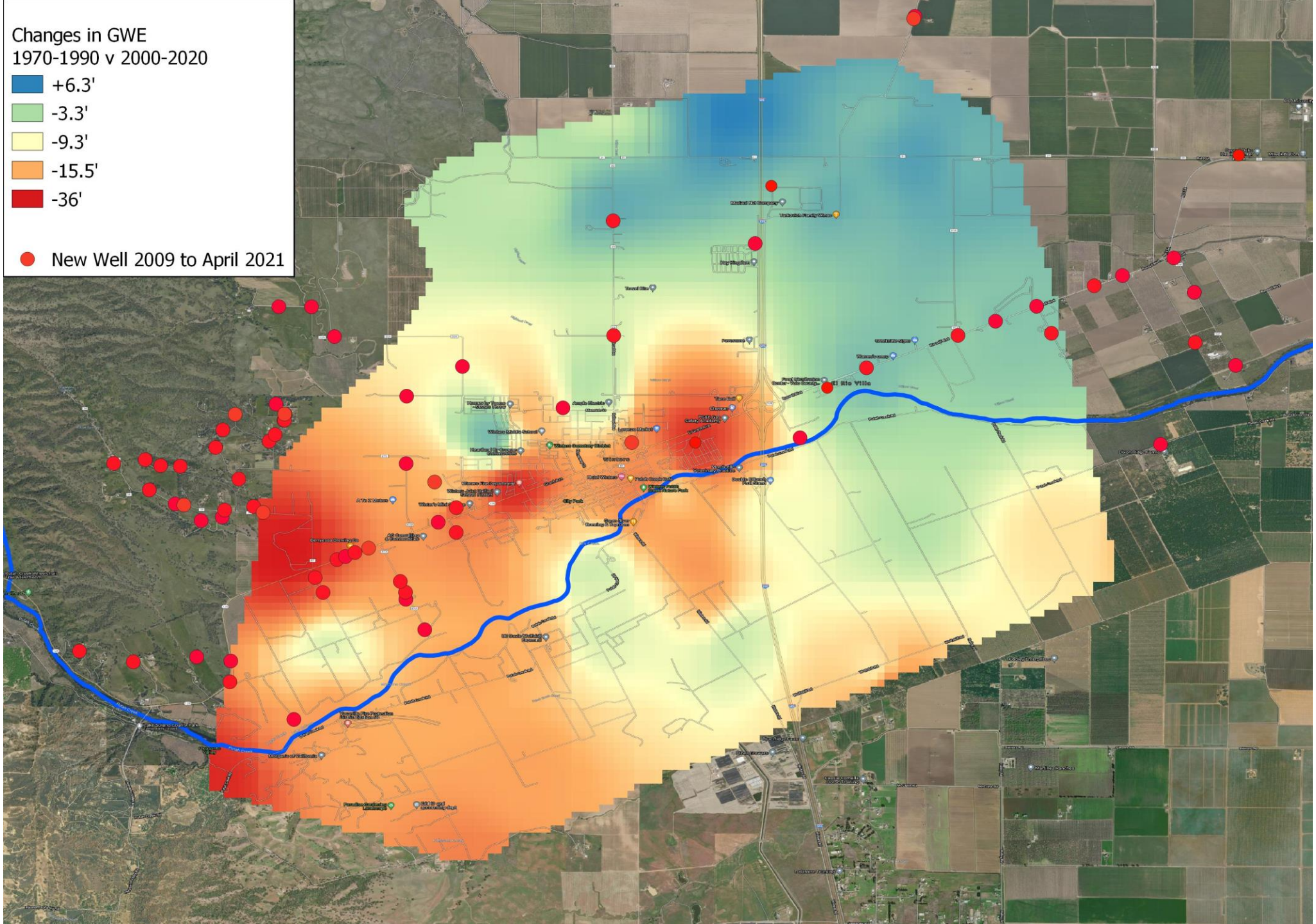




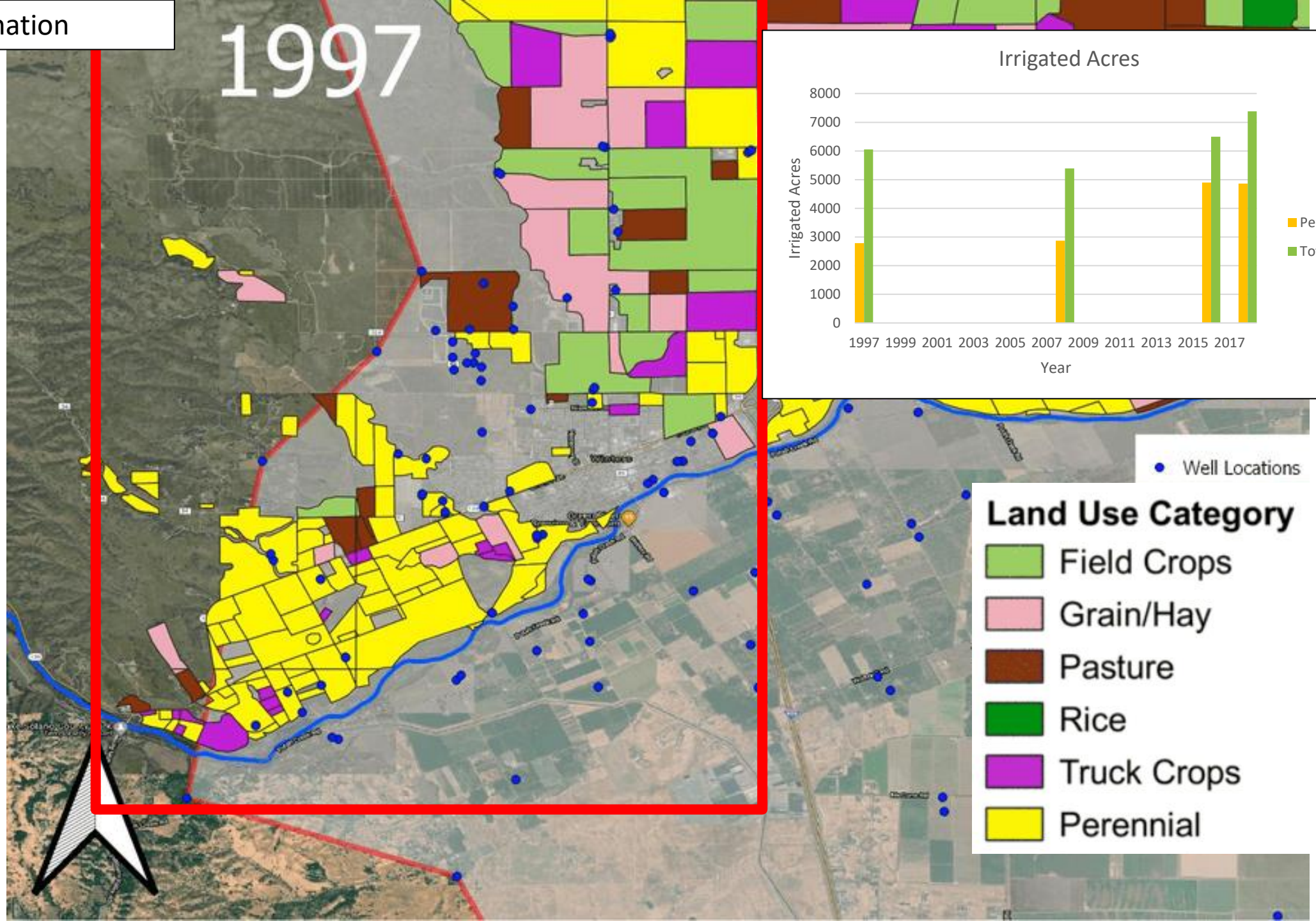

All Wells With Depth Measurements
Interpolation Extent
Arroz
Norton
Yolo County Airport
El Rio Villa
Winters
Grant Ave
E Grant Ave
Russell Blvd
Putah Creek Rd
Lake Solano County Park
Temporarily closed
Sievers Rd
Allendale
Dixon


1931
GWE - Feet
-4'
39.4'
82.8'
126.1'
169.5'
Wells Used for Interpolation
Arroz
Norton
Yolo County Airport
El Rio Villa
Winters
E Grant Ave
Grant Ave
Russell Blvd
Putah Creek Rd
Lake Solano County Park
Temporarily closed
Sievers Rd
Allendale
Dixon
Dixon Ave W


Animation
All Wells With Depth Measurements
Interpolation Extent


Changes in GWE
1970-1990 v 2000-2020
+6.3'
-3.3'
-9.3'
-15.5'
-36'
New Well 2009 to April 2021

Animation


1997
Irrigated Acres
8000
7000
6000
5000
4000
3000
2000
1000
0
Irrigated Acres
1997 1999 2001 2003 2005 2007 2009 2011 2013 2015 2017
Year
Perennial
Total
Well Locations
Land Use Category
Field Crops
Grain/Hay
Pasture
Rice
Truck Crops
Perennial

Thank You

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yologroundwater.org

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ksicke@yolosga.org
(530) 662-0265

YSGA
Yolo Subbasin Groundwater Agency
YOLOGROUNDWATER.ORG

YOLO COUNTY
FLOOD CONTROL & WATER CONSERVATION DISTRICT

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:April 19, 2022

FROM: Alan Mitchell, Consulting Engineer

THROUGH: Kathleen Salguero Trepa, City Manager

SUBJECT: Presentation of Technical Memorandum Regarding Winters Groundwater Level and Water Budget Evaluation

RECOMMENDATION:
Note and File

BACKGROUND:
The City of Winters relies entirely on groundwater wells for domestic, fire, and irrigation supply. On January 21, 2020, the City Council approved a contract with Woodard & Curran (W&C), for on-call water system engineering services. As development projects submit their specific development plans, staff has historically used W&C to evaluate those plans and provide system modeling services to confirm existing conditions and to identify improvements, and timing for those improvements, required to maintain consistency with the Water Master Plan. Also, as issues arise with the city's existing water supply system, staff utilizes W&C to review those issues and provide recommendations.

DISCUSSION
In August 2021, staff requested that W&C coordinate with the Yolo Subbasin Groundwater Agency (YSGA) as it finalized its draft Groundwater Sustainability Plan (GSP); and the City Manager approved Task Order No. 21-004WC in the amount not to exceed $5,000.

Specific tasks included:

1. Review and evaluate the draft GSP and the data specifically focused on the City of Winters; evaluate water production and consumption information; and review the proposed sustainable management criteria as it relates to Winters;

2. Prepare a brief technical memorandum to summarize the review of the GSP; and
3. Provide recommendations to the City for managing the water supply and water consumption in the context of the proposed sustainable management criteria.

A Technical Memo was finalized in November 19, 2021, Attachment 1, and will be presented to the City Council at the April 19, 2022 meeting in conjunction with a presentation by staff of the Yolo Subbasin Groundwater Agency. This information is being presented in the context of a proposed update to the Winters Water Master Plan of 2006, which is presented as a separate item on the same agenda.

FISCAL IMPACT:

The preparation of the technical memo cost $5,000.

ATTACHMENT:

1. Technical Memorandum dated November 19, 2021
2. Presentation

TECHNICAL MEMORANDUM

TO: Alan. Mitchell, P.E., City Engineer, City of Winters

PREPARED BY: Richard Sturn, PG, CHG
Amber Ritchie, PG, CHG

REVIEWED BY: Janet Fordunski, PE

DATE: November 19, 2021

RE: City of Winters Groundwater Level and Budget Evaluation

1. INTRODUCTION

This TM addresses community concerns regarding the sustainability of groundwater supplies to support residential development in the City of Winters (City). The data evaluated include groundwater levels and trends, precipitation, groundwater pumping and demand estimates, and long-term projections of population and demand. In addition, information from the Groundwater Sustainability Plan for the Yolo Subbasin (GSP) will be used to offer insights on groundwater budgets and long-term groundwater level and demand projections.

Major points to be addressed in this TM include:

1) Are groundwater levels declining in City wells?

2) What is the total consumption of groundwater from City wells and how does this compare to the overall groundwater budget?

3) Are the planned residential developments sustainable from a groundwater supply perspective?

2. GROUNDWATER LEVELS

Groundwater levels were measured in the five City wells intermittently from 2001 to 2013, typically at quarterly or seasonal frequencies. Since summer 2013, groundwater levels have been measured monthly. Groundwater levels are measured as depth below ground surface (BGS) and are typically reported to the nearest foot. Figure 1 shows the recorded groundwater levels in the City's five active production wells from 2001-September 2021. There was an instrumentation error in Well 7 which caused an offset in the data, showing more drawdown from July 2017 to March 2021 than was present. The error has since been corrected, and data from Spring 2021 to present are accurate.

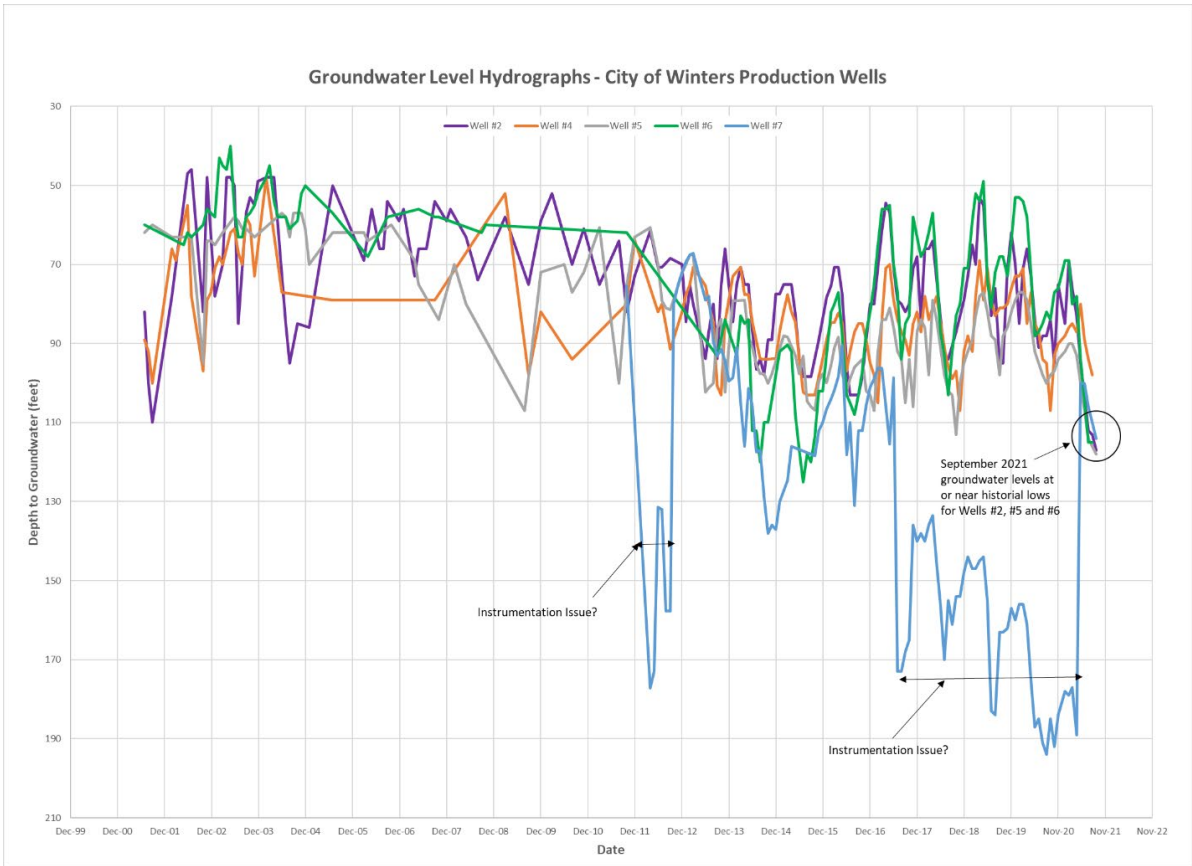


Figure 1. Depth to Groundwater for City Production Wells – 2001 through 2021

Between 2001 and 2020, groundwater levels in City wells have declined at an average rate of approximately one foot per year for Wells 2, 4, and 6. Groundwater levels in Well 5 have declined at a rate of approximately two feet per year. The 2017-2020 data for Well 7 is incorrect; however, the water level in May 2021 is approximately 25 feet lower than in May 2013, suggesting a drawdown of approximately three feet per year. Seasonal groundwater level fluctuations are on the order of 20 to 40 feet and reflect greater pumping demands during the summer than in the winter. Current (September 2021) groundwater levels for Wells 2, 5 and 6 exceed 110 feet and are at or near historic low levels.

Climatic trends appear to influence groundwater levels for the City's wells. Figure 2 summarizes the total precipitation at Winters (CIMIS Station 139) by water year (WY, October through September) for 2000 through 2020 with water years classified as wet, above normal, below normal, dry, or critically dry based on conditions in the larger watershed. The long-term average annual precipitation in Winters is 24.31 inches. Overall, conditions were dryer than normal during WYs 2007- 2015 with significant drought periods during WYs 2007-2009 and WYs 2013-2015. Conditions were wet or had above normal precipitation in WY 2017 and WY 2019, but conditions were dry again in WY 2020. In general, groundwater level trends in City wells (Figure 2) show declining water levels during dry periods (WY 2007 though WY 2015) and recent drought years (WYs 2013-2015, and WY2020) with groundwater levels partially rebounding during wet years (WYs 2017 and 2019).

Water Year	Total WY Precipitation (in)	SGMA Water Year Classification
2000	20.16	Above Normal
2001	16.82	Dry
2002	19.03	Dry
2003	25.73	Above Normal
2004	20.52	Below Normal
2005	25.12	Above Normal
2006	29.28	Wet
2007	9.8	Dry
2008	19.08	Critically Dry
2009	15.61	Dry
2010	23.17	Below Normal
2011	25.88	Wet
2012	13.77	Below Normal
2013	14.09	Dry
2014	10.46	Critically Dry
2015	13.44	Critically Dry
2016	14.53	Below Normal
2017	34.3	Wet
2018	7.23	Below Normal
2019	25.96	Above Normal
2020	11.42	Critically Dry

Figure 2. Precipitation For Winters (CMIS Station 139) – Water Years 2000 through 2020

Groundwater level trends for other wells in the Yolo Subbasin also correlate with climatic conditions. Figure 3 shows basin-wide average groundwater elevations over time and the water year type for the Yolo Subbasin. In general, the overall groundwater level trends for the period 2000 to 2020 are similar to those for the City's wells: groundwater levels fall during dry periods (WY 2007 to WY 2015) and recover during wet periods (WY 2017 and WY 2019). This figure also illustrates longer-term trend of groundwater drawdown and recovery in the Subbasin. The deep groundwater storage declines following drought periods and storage recovery in the intervening wet periods suggest that groundwater is lost from storage in dry years and recharge occurs in wet years, providing basin-wide recovery. Over the past 50 years, there is no evidence of basin-wide overdraft (i.e., long-term pumping exceeding recharge) Yolo Subbasin Draft GSP, August 2021).

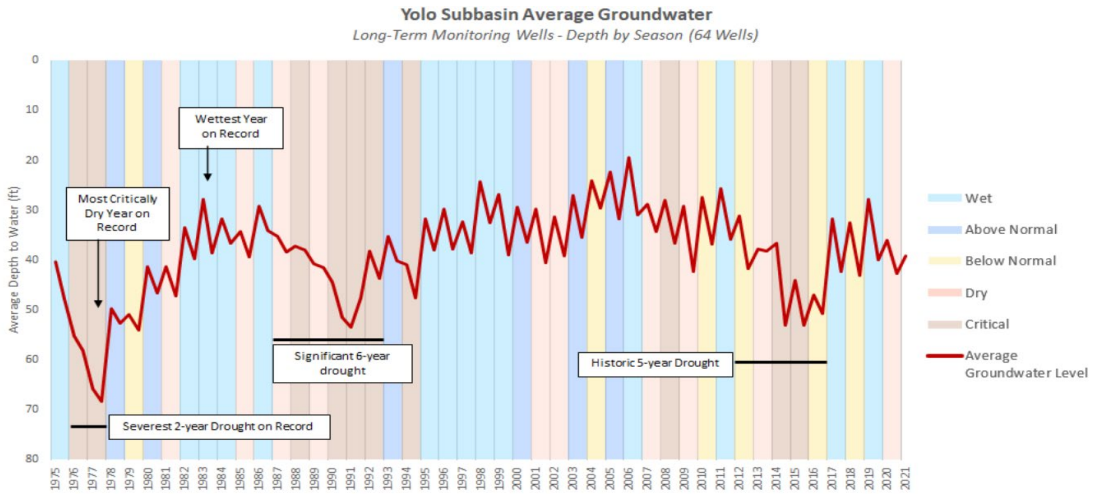


Figure 3. Average Groundwater Elevation – Yolo Subbasin (Figure 2-22, Yolo Subbasin Draft GSP, August 2021).

Although, the groundwater levels in the City's wells are influenced by precipitation trends, agricultural demands in the area may also impact water levels. Despite decreased groundwater pumping by the City since 2005 (Section 3), groundwater levels in the City's wells did not fully recover to 2005 levels after 2015/2016 drought period. According to the GSP, this drought period and the shift to perennial agricultural around this same time drove increased pumping basin-wide. New orchards were planted north of Winters in 2014, and the associated groundwater pumping may have also influenced groundwater levels in the City's wells. Attachment A includes additional discussion of water levels trends for other wells in the Winters area and to the south and west of Winters. Most of these wells show similar water level trends to those of the City's production wells. Water level trends for several wells located west of Winters, however, show long-term declines without recovery during wet years, suggesting localized depletion of groundwater storage. Based on the existing land use in this area, the declining water levels may be associated with pumping to support perennial agriculture.

3. CITY OF WINTERS GROUNDWATER PRODUCTION AND DEMAND

Annual groundwater production from the City's production wells has decreased from approximately 590 million gallons per year (MGY) to 450 MGY from 2005 to 2020 (Figure 4). The overall reduction in water use has been due to water conservation measures and the increased use of water-efficient fixtures (Water Demands Assessment and Model Updates TM, W&C 2020).

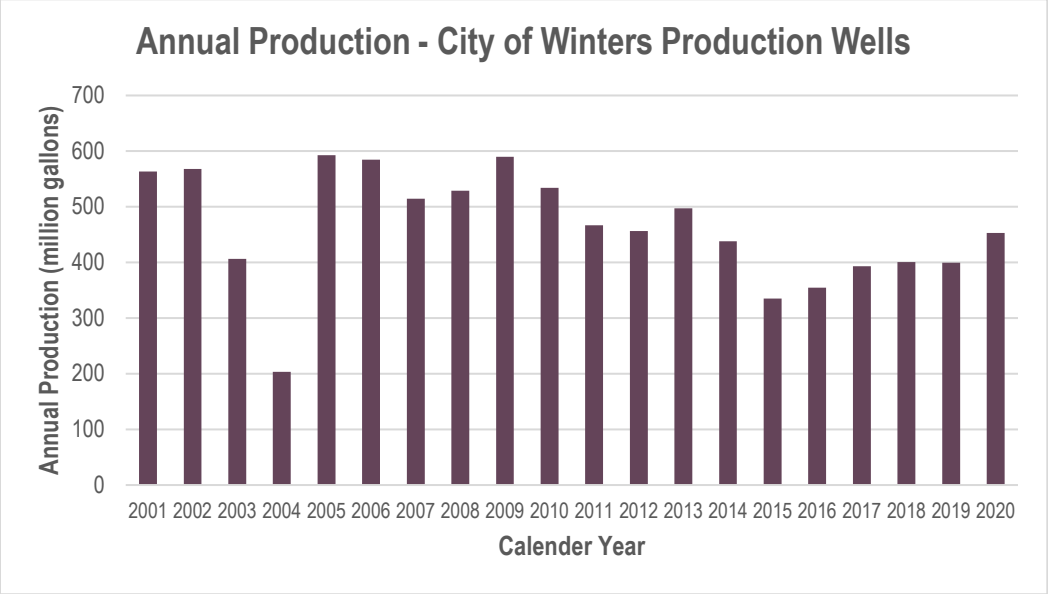


Figure 4. Annual Production City of Winters – 2001 to 2020

New residential developments are planned in the northwest portion of Winters that will increase the City's water demands (Figure 5). The additional water demand for these developments is approximately 204 gallons per minute (approximately 330 acre-feet per year [AFY]) (Skreden Farmstead Development Water System Hydraulic Analysis TM, W&C 2021). Comparing metered water consumption and groundwater production data, Woodard & Curran estimated that approximately 16% of the groundwater production for the City is unaccounted for water (Water Demands Assessment and Model Updates TM, W&C 2020). Applying this factor to the additional demand for the planned developments, and adding it to the 2020 annual pumping data, the estimated pumping demand would be approximately 2,126 AFY, which is approximately 15 percent higher than the City's groundwater production in 2005 (1807 AFY).

Development	Type of Development	Planned Implementation Year	Average Demand (GPM)	Average Demand (AFY)
Stones Throw Development			**106**	**171**
Additional Development				
Blue Mountain Terrace	Multi-Family Residential	2024-2029	6.5	10
Olive Grove	Single-Family Residential	2024-2029	3.4	5
Walnut 10 (Corbett)	Single-Family Residential	2024-2029	9.9	16
Winters Healthcare	Medical Office	2024-2029	1.9	3
Fairfield Inn	Hotel	2024-2029	7.5	12
Cottages at Carter Ranch Phase 2	Single-Family Residential	2024-2029	1.1	2
LDS Takhar	Single-Family Residential	2024-2029	4.9	8
Grocery Outlet	Commercial	2024-2029	5.0	8
Hideaway Ph 3-5	Single-Family Residential	2024-2029	37.7	61
Heartland Phases 1 & 2	Single-Family Residential	2024-2029	20.4	33
Additional Developments			**98**	**159**
Additional Developments + Stones Throw Development			**204**	**330**

Modified from: Skreden Farmstead Development Water System Hydraulic Analysis TM, W&C 2021
GPM = gallons per minute
AFY = acre-feet per year

Figure 5. Additional Water Demands

The estimated additional pumping for the planned residential developments (382 AFY) is not a material increase in pumping from a basin management perspective. The sustainable yield (amount of pumping balanced by inflows) for the Yolo Subbasin is estimated to be 374 thousand AFY (Yolo Subbasin Draft GSP, August 2021). The proportion of the safe yield associated with agricultural pumping far exceeds urban pumping (313 thousand AFY vs. 33 thousand AFY, respectively). Based on the small increase in pumping for the planned developments relative to the total urban and agricultural pumping in the Subbasin, and the observation that groundwater water levels recover following wet years, the addition of the planned residential developments is not expected to cause a loss of groundwater storage within the Subbasin.

4. GROUNDWATER BUDGETS AND SUSTAINABILITY

The GSP summarizes water budgets for the Yolo Subbasin. The historical water budget includes the hydrology, water demands, and water supplies for the 48-year period between 1971 and 2018. Future water budgets were developed using the same hydrogeology as the historical period (2018 through 2066), but they included increased urban demand and different climate change scenarios. A key assumption of the future scenarios is that agricultural land use remains at 2018 levels (2016 cropping patterns, and no expansion of agriculture). The cropping pattern for the future scenarios incorporates the orchards planted north of Winters during 2014. The GSP concludes that the pumping would not exceed the safe yield for the future scenarios, except for the two more extreme climate change scenarios. Multiple projects and management actions have been proposed to ensure that the Subbasin is managed sustainably.

The future water budget scenarios include growth in urban demand for the City. The GSP assumed the population would grow at a rate of one percent per year over the 48-year simulation period with demand calculated on a per capita basis, using information from the City's Water Master Plan. Although the details are not presented in the GSP, assuming an existing population of approximately 7,400 and a one percent growth rate, the population at the end of the 48-year simulation period would be approximately 11,800. If the population is expected to grow faster than 1

percent and then plateau, future model updates could incorporate this trend to represent demand growth more accurately.

The GSA recently provided draft historical groundwater water budget summaries (1971 to 2015) for Winters. Figure 6 summarizes the annual groundwater budget for Winters by water year type. The water budget incorporates groundwater flow across the City's boundaries ("Exchange with YCFC" and "Exchange Outside of Areas" in Figure 6). These boundary flows are the largest inflow components of the local groundwater budget.

DRAFT Winters GW Inflows and Outflows by Water Year Type (AF)

	Change in Winters GW	Exchange with Putah Creek	Exchange with Outside of Area	Deep Percolation	Exchange with Willow Slough GW	Exchange with YCFC West GW	Pumping
Wet	38	443	-4361	2165	1063	4560	-3832
Above Normal	155	360	-2639	1897	748	3673	-3884
Below Normal	-270	317	-1927	1365	795	2752	-3573
Dry	-206	295	-2454	1454	755	3556	-3811
Critical	-272	234	-577	1307	635	1883	-3754

Figure 6. Average Annual Water Budget Components by Water Year Type – City of Winters

Groundwater pumping shown in Figure 6 exceeds current and historical pumping for the City. The groundwater model used to develop these water budgets has assigned additional groundwater production to satisfy demand for agricultural irrigation within the City's boundaries. The City's groundwater production is not used for agricultural irrigation.

The GSP also describes the sustainable management criteria by which to manage the Subbasin. Undesirable results for chronic lowering of groundwater levels would occur if minimum groundwater level thresholds were exceeded in more than 51% of the representative wells in two Management Areas. Groundwater levels would need to fall below minimum thresholds in many representative wells for this to occur (the network consists of 63 wells located across the Subbasin). For the Central Yolo Management Area, where Winters is located, the minimum thresholds were established as an exceedance of the historic minimum groundwater elevation for a representative well in two consecutive years.

There are two representative monitoring wells in Winters: City Well 6 and State Well No. 08N01W20R005M, which is located west of City Well 4. Based on recent data available (10/31/21) from the Yolo Subbasin Groundwater Agency SGMA data viewer (https://sgma.yologroundwater.org), water levels are at historic low levels in Well No. 08N01W20R005M (i.e., at the minimum threshold). The latest groundwater level for City Well 6 (August 2021) is approximately 115 feet, and the historical low depth to water level for that well is 125 feet. The groundwater levels do not constitute an undesirable result. The recent decline in groundwater levels in these wells appears to be associated with WY 2020 drought conditions.

5. CONCLUSIONS

Although groundwater levels in the City's wells recovered after wet winters in 2017 and 2019, levels have fallen in response to drought conditions in 2020 and are now at or near historic low levels for several of the wells. The recent water level trends are related to basin-wide storage reduction during below-normal precipitation. Historically, recharge during wet years has replenished the basin causing groundwater levels to recover. Similar groundwater level trends occur in other areas of the Yolo Subbasin.

Projected population growth in Winters is not expected to cause additional groundwater declines because the additional groundwater pumping would be small compared to other pumping demands. In addition, water budgets developed for the Yolo Subbasin for the GSP incorporated demand growth for Winters and those water budgets indicated that overall basin pumping, inclusive of urban pumping for Winters, was sustainable for all but the more extreme climate change scenarios.

The planned developments in Winters are not expected to cause loss of groundwater storage within the Subbasin. The additional pumping to support residential redevelopment is a small relative to the historical groundwater pumping by the City and is negligible when compared to the overall magnitude of the groundwater pumping in the Subbasin. In addition, The GSP identifies several projects that would benefit groundwater storage conditions near Winters:

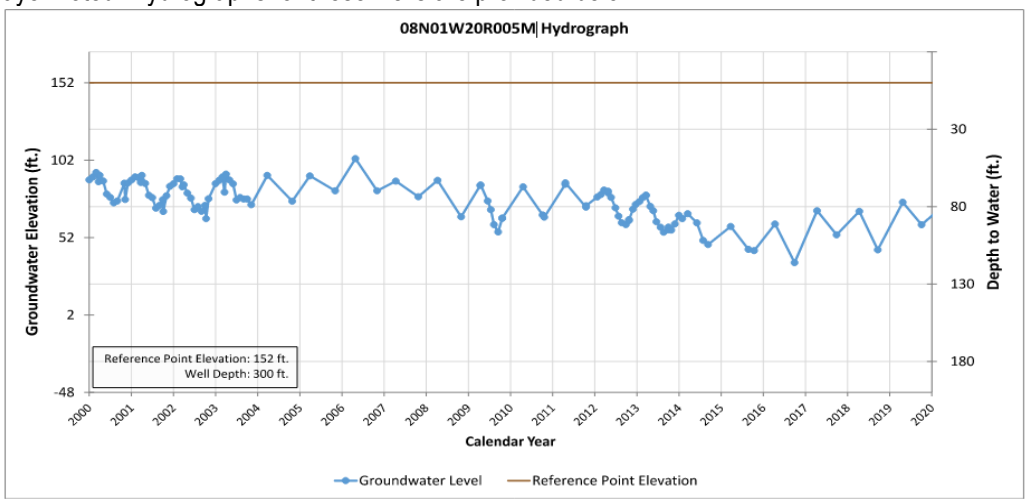
- Winters North Area Stormwater Pond – The project is a planned 5,000-acre-foot stormwater retention pond located north of Winters. The retention pond will serve multiple benefits including groundwater recharge. Managed groundwater recharge at Winters North Area Stormwater Pond would benefit groundwater conditions near Winters by replenishing groundwater storage declines.
- West Winters Aquifer Storage and Recovery Well Field – The project would involve injecting surface water from Putah Creek, or the YCFC&WCD canal system, west of Winters and extracting the water for blending. Other City wells could be pumped directly to Putah Creek for in-lieu exchange of the injected water. This project may benefit both water quality and groundwater levels in the vicinity of Winters.
- Development of Surface Water Source for the City of Winters – Winters could purchase water from Solano Project and treat and blend with groundwater produced by the City. The project would reduce the City's reliance on groundwater pumping for urban demand.

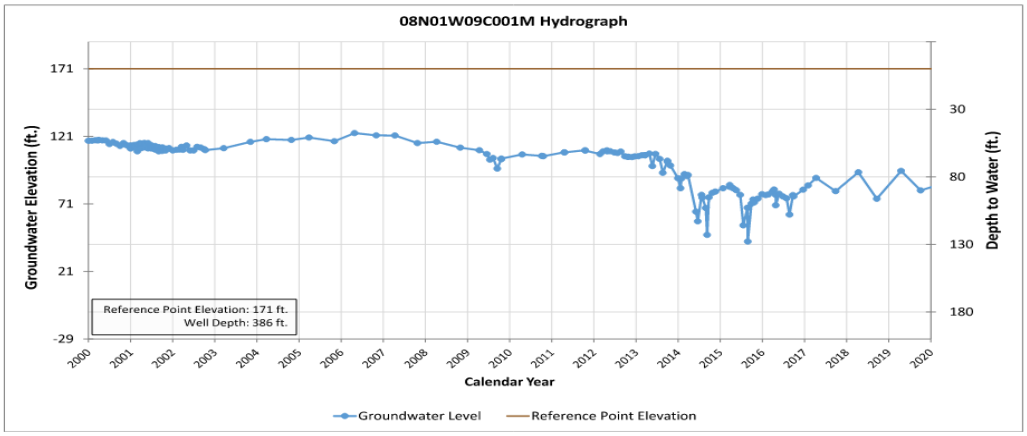
Although these projects have not yet been selected by the GSA or other parties to move forward at this time, if implemented, they would enhance groundwater sustainability in the area and the reliability groundwater supplies for the City.

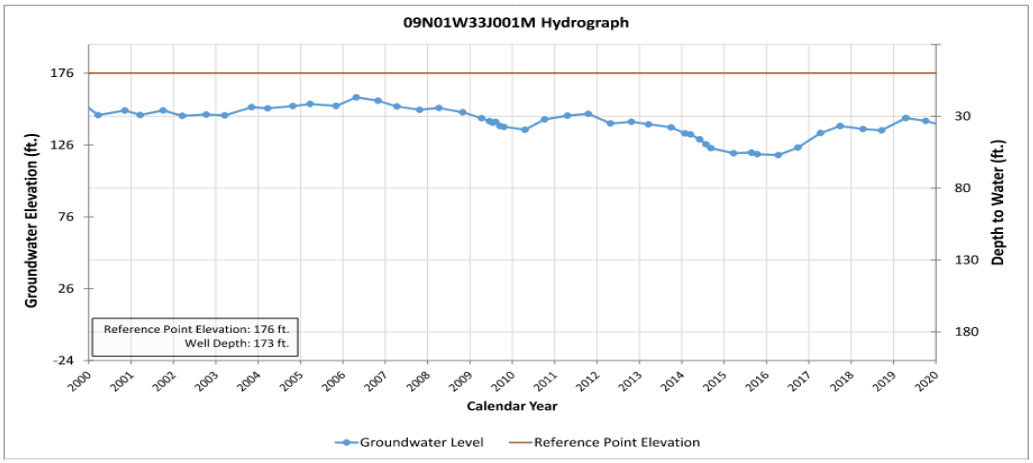
ATTACHMENT A – WATER LEVEL TRENDS IN OTHER WELLS

Nearby Monitoring Wells

On the Yolo Subbasin Groundwater Agency SGMA data viewer (https://sgma.yologroundwater.org) there are three wells with State Well Numbers 08N01W09C001M, 08N01W20R005M, and 09N01W33J001M have trends that are similar to the shallower Well #2, Well #4, Well #5, and Well #6. This trend is a declining trend in groundwater levels that occurred from 2013 to 2017 followed by a stable or slightly increasing trend from 2017 to 2020. These wells range in depth from 173 to 386 feet, significantly shallower than the deep screen intervals at Well #7 and above the thick clay layer noted. Hydrographs for these wells are provided below:





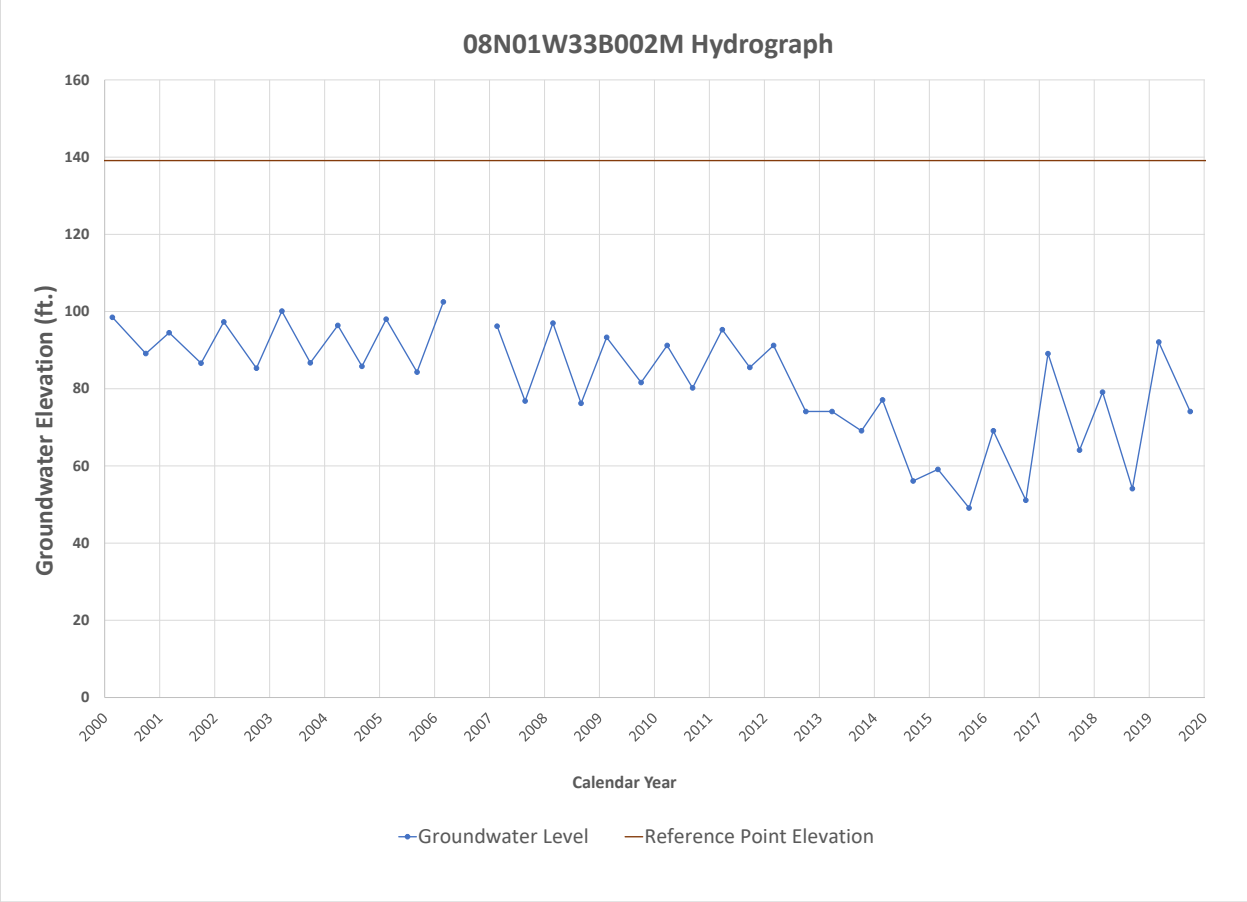


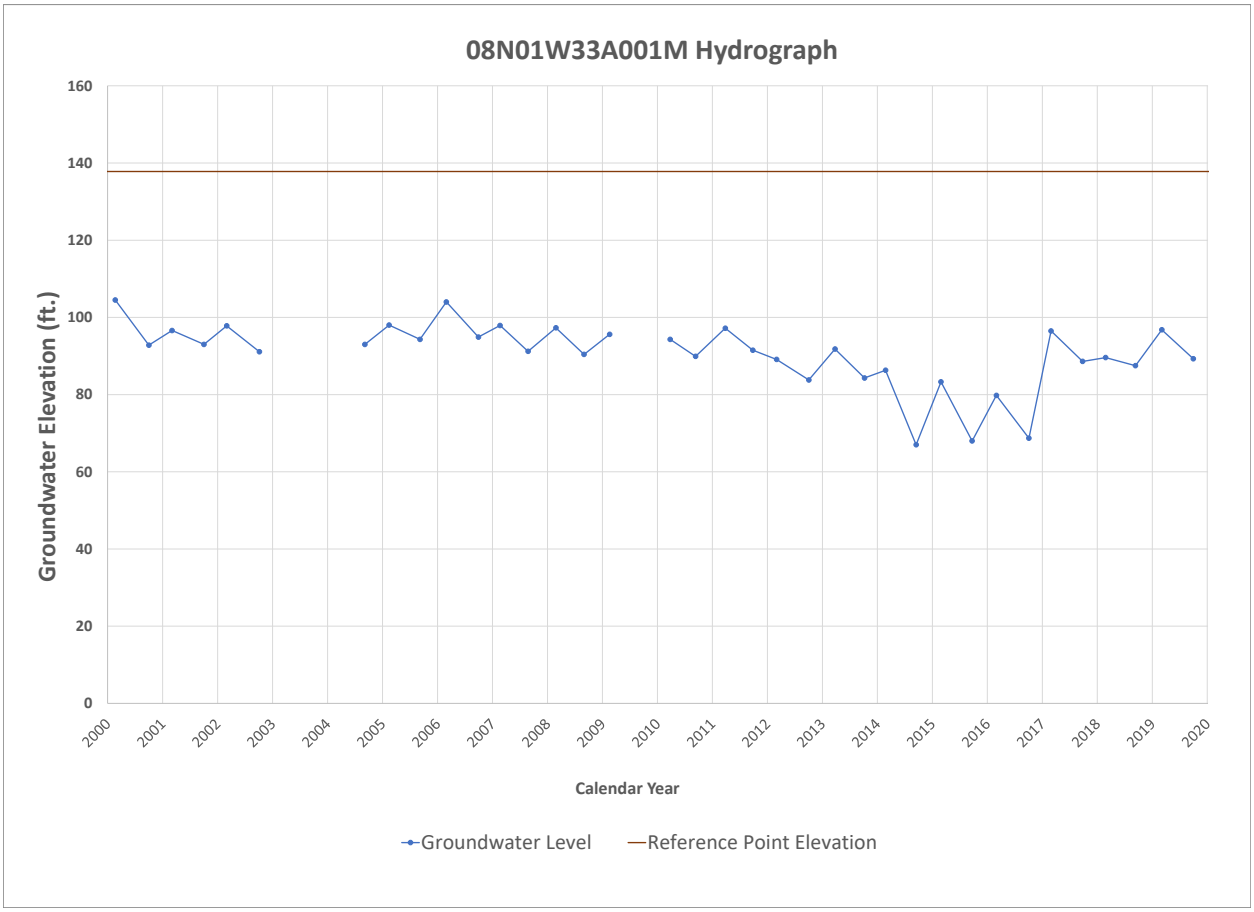
Wells South of Winters

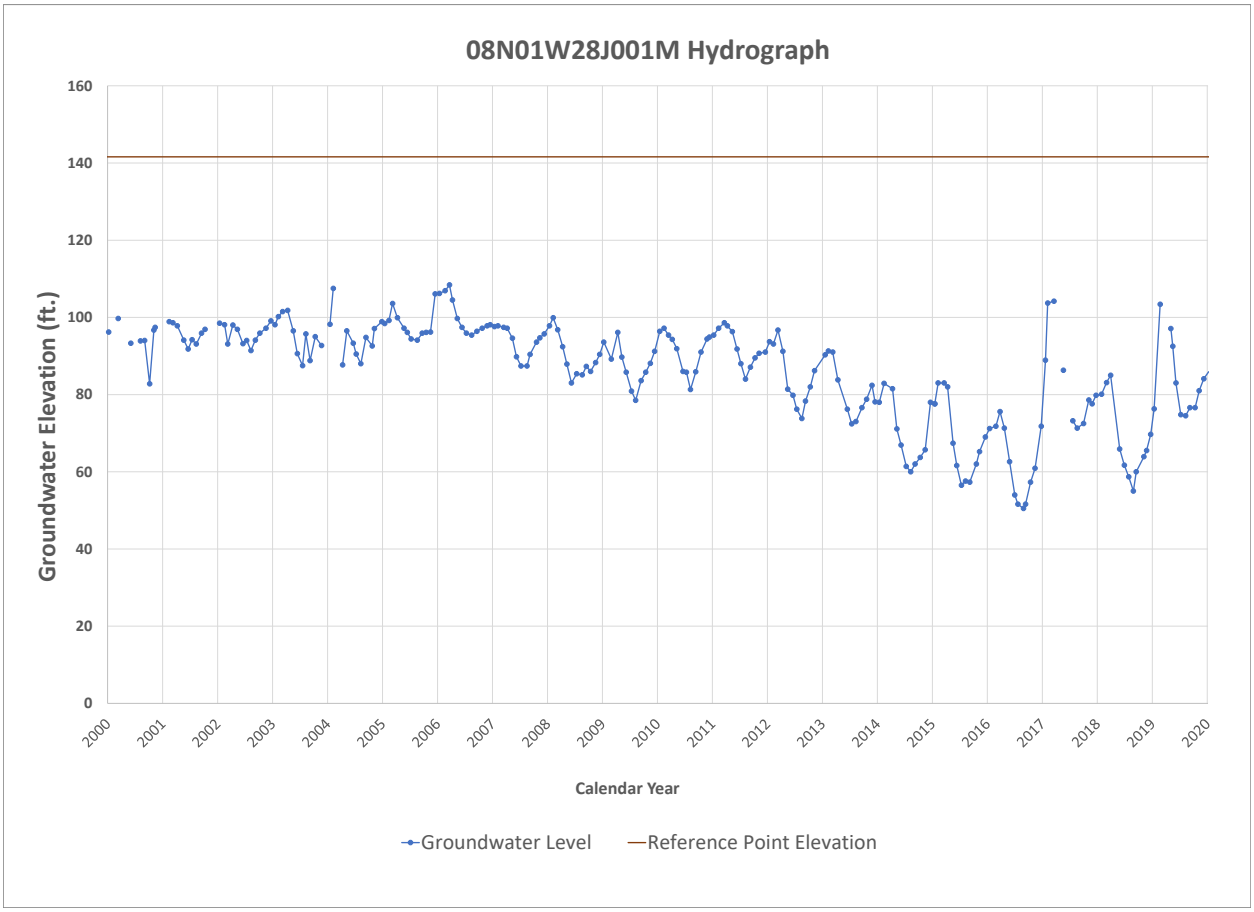
Using the California Department of Water Resources Water Data Library (WDL) Station Map Viewer, wells just across the subbasin boundary and Putah Creek in the Solano Subbasin were viewed. Several wells were identified with well construction information and good historical data spanning from 2000 to 2020.



The figure above shows the three wells that have hydrographs shown. Well 08N01W33B002M is a 228-foot-deep irrigation well, 08N01W33A001M is a 200 foot deep residential well, and 08N01W28J001M is a 208 foot deep residential well.


08N01W33B002M Hydrograph
Groundwater Elevation (ft.)
160
140
120
100
80
60
40
20
0
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
Calendar Year
Groundwater Level
Reference Point Elevation

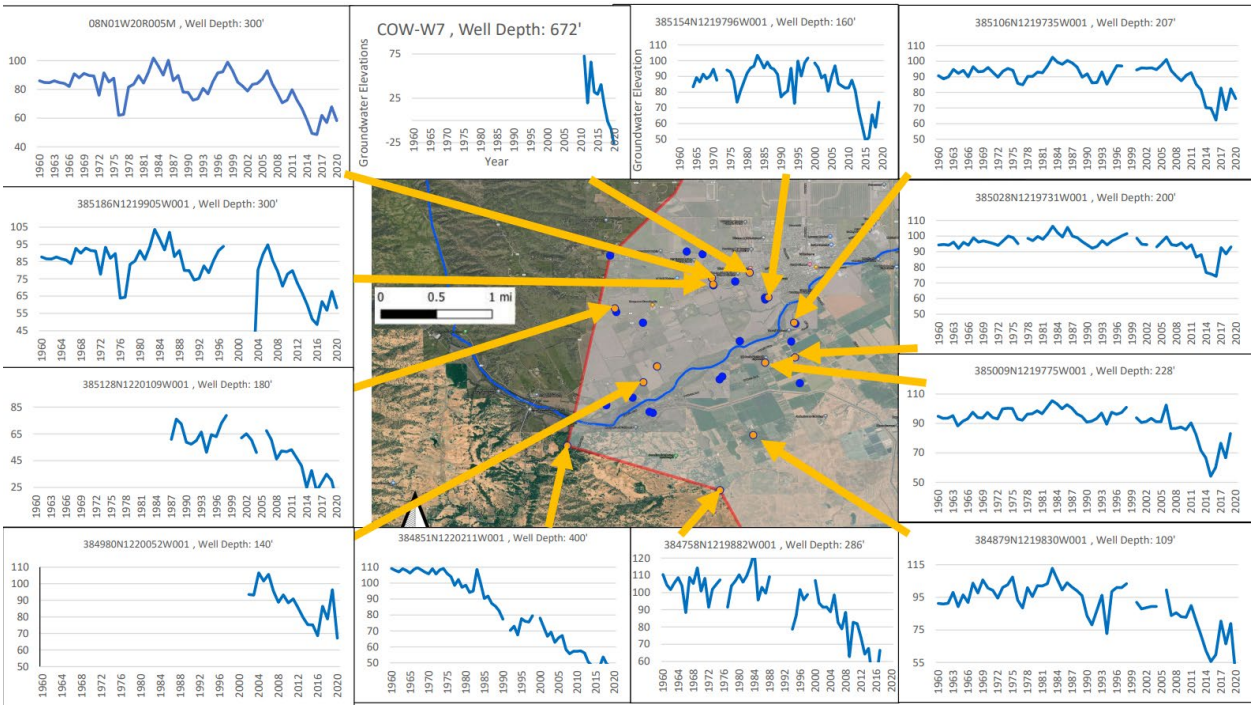

08N01W33A001M Hydrograph
Groundwater Elevation (ft.)
160
140
120
100
80
60
40
20
0
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
Calendar Year
Groundwater Level
Reference Point Elevation



These three hydrographs show similar trends as the wells in the Yolo Subbasin. Groundwater levels fall in drought periods and rebound in wet periods, as seen in the 2013-2015 drought and the 2017 wet period.

Wells West of Winters

An excerpt from a presentation by the Yolo Subbasin GSA is shown below. The slides show the groundwater level trends for wells west of Winters. For several of these wells, 384851N1220211W001 and 34758N129882W001 for example, groundwater level trends show long-term water level declines without recovery during wet years, suggesting localized overdraft in these areas.



City of Winters - Groundwater Demands for Future Planned Developments

April 19, 2022



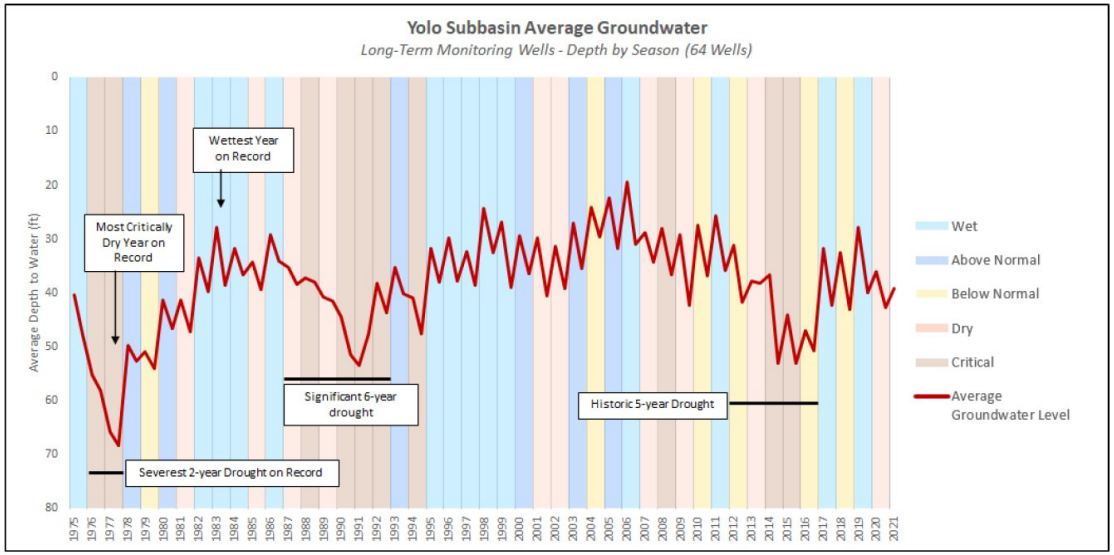
Agenda

- Overview Subbasin scale groundwater level trends and sustainability
- Overview of groundwater level trends for City production wells
- Overview of expected groundwater pumping demands for future developments
- Discussion of the significance of the additional pumping demands
- Overview of GSP-proposed projects that would benefit local groundwater conditions
- Conclusions and recommendations

Woodard & Curran

Overview of Groundwater Sustainability Plan (GSP) for the Yolo Subbasin

- The estimated safe yield is approximately 374,000 acre-feet per year (AFY)
- Agricultural pumping far exceeds urban pumping
- All future GSP pumping scenarios include growth of urban demand
- Estimates of future pumping did not exceed the safe yield, except for the two more extreme climate change scenarios
- Overall, groundwater levels at the Subbasin scale strongly correlate with climatic conditions

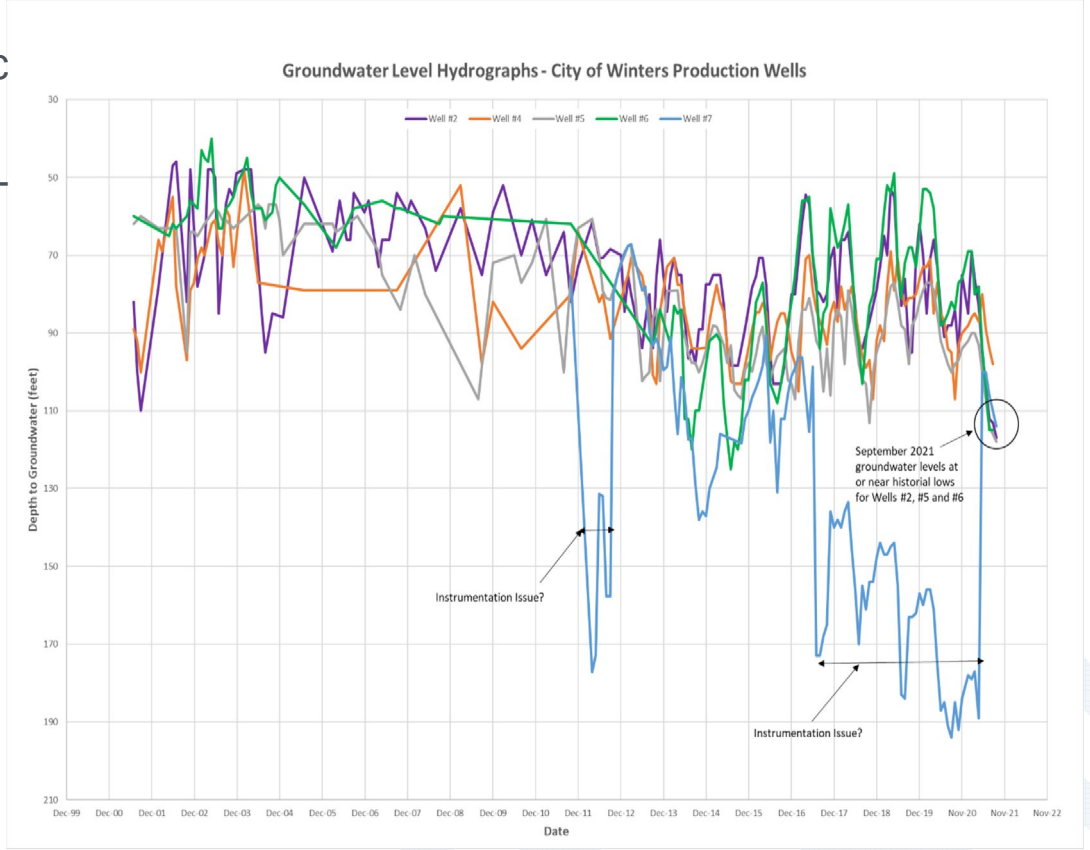


Woodard & Curran

Groundwater Level Trends for City Production Wells

- Locally, groundwater levels in the City's wells also strongly correlate with climatic conditions
- Recent groundwater levels reflect below-normal precipitation
- Based on historical trends, water levels should recover under wetter conditions

Water Year	Total Water Year Precipitation (inches)	Sacramento Valley Water Year Classification
2000	20.16	Wet
2001	16.82	Dry
2002	19.03	Dry
2003	25.73	Above Normal
2004	20.52	Below Normal
2005	25.12	Below Normal
2006	29.28	Wet
2007	9.8	Dry
2008	19.08	Critical Dry
2009	15.61	Dry
2010	23.17	Below Normal
2011	25.88	Wet
2012	13.77	Below Normal
2013	14.09	Dry
2014	10.46	Critical Dry
2015	13.44	Critical Dry
2016	14.53	Below Normal
2017	34.3	Wet
2018	7.23	Below Normal
2019	25.96	Wet
2020	11.42	Dry



Woodard & Curran

Water Demands for Future Developments

- The additional water demands for the future developments is approximately 330 AFY
- Including loss estimates, the additional pumping needed would be approximately 380 AFY
- This additional pumping is negligible compared to the magnitude of pumping in the Subbasin (>300,000 AFY)

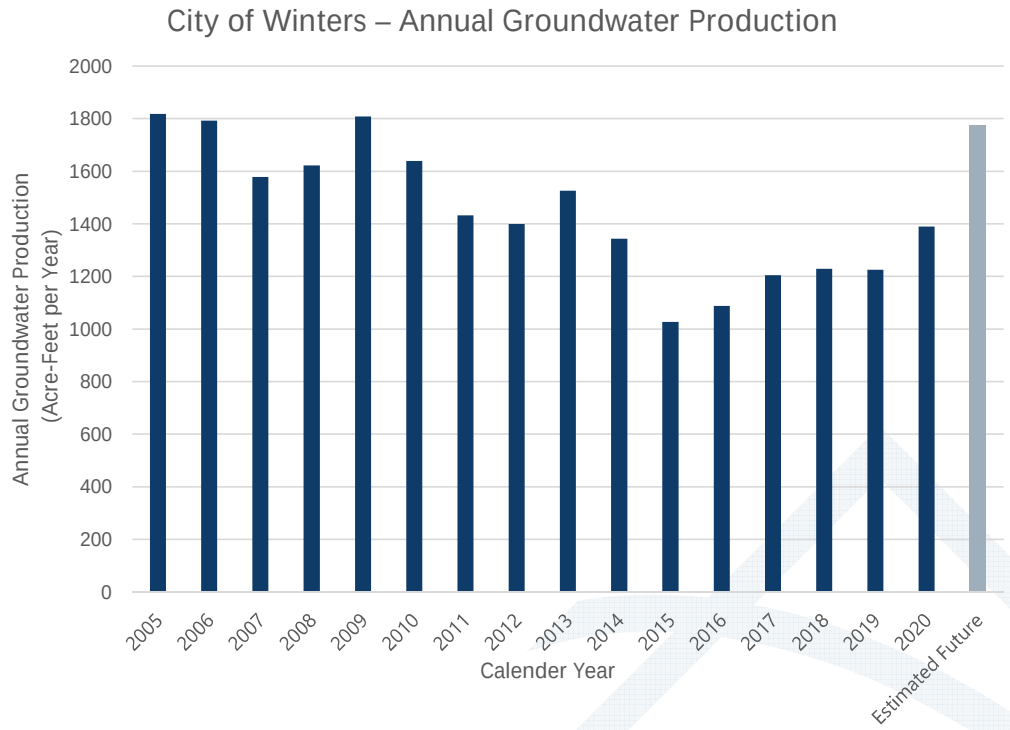
Additional Water Demands

Development	Type of Development	Planned Implementation Year	Average Demand (acre-feet/year)
Stones Throw Development			171
Additional Development			
Blue Mountain Terrace	Multi-Family Residential	2024-2029	10
Olive Grove	Single-Family Residential	2024-2029	5
Walnut 10 (Corbett)	Single-Family Residential	2024-2029	16
Winters Healthcare	Medical Office	2024-2029	3
Fairfield Inn	Hotel	2024-2029	12
Cottages at Carter Ranch Phase 2	Single-Family Residential	2024-2029	2
LDS Takhar	Single-Family Residential	2024-2029	8
Grocery Outlet	Commercial	2024-2029	8
Hideaway Ph 3-5	Single-Family Residential	2024-2029	61
Heartland Phases 1 & 2	Single-Family Residential	2024-2029	33
		Additional Developments	159
		Additional Developments + Stones Throw Development	330

Woodard & Curran

Groundwater Production Trends

- Annual groundwater production for the City has declined since 2005
- Assuming 2020 pumping as a baseline, the total estimated future production would be approximately 1,770 AFY with the planned developments
- The additional pumping is not a material increase in groundwater production for the City



Woodard & Curran

Potential GSA Projects that May Benefit Local Groundwater Conditions

- The GSP describes multiple projects that could be implemented to ensure that the Subbasin is managed sustainably
- Several of the proposed projects would benefit local groundwater conditions
  - Winters North Area Stormwater Pond: 5,000-acre-foot stormwater retention pond located north of Winters
  - West Winters Aquifer Storage and Recovery Well Field: The project would involve injecting surface water from Putah Creek, or the YCFC&WCD canal system, and extracting the water for blending
  - Development of Surface Water Source for the City of Winters: Winters could purchase water from Solano Project and treat and blend with groundwater produced by the City

Woodard & Curran

Summary and Conclusions

- The recent groundwater-level trends for the City's wells reflect below-normal precipitation
  - Historically, recharge during wet years has caused groundwater levels to recover
  - Similar groundwater level trends have occurred in other areas of the Yolo Subbasin
- The additional pumping demands should not impact local groundwater conditions
  - The additional pumping is within the range of historical pumping for the City
  - The additional pumping is small compared to other pumping demands in the Subbasin
  - Water budgets developed for the GSP incorporated demand growth for Winters
  - The GSP indicated that overall basin pumping, inclusive of urban pumping for Winters, was sustainable for all but the more extreme climate change scenarios

Woodard & Curran

Recommendations

- Coordinate with the GSA and other agencies to identify funding opportunities for implementation of local the GSP projects
- Design of future production wells, if needed, should consider the potential for water level declines during drought conditions

Woodard & Curran

Minutes of the Regular Meeting of the Winters City Council Held via Teleconference (Zoom) on March 15, 2022

Mayor Cowan called the meeting to order at 6:30 PM

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu, Mayor Pro Tem Bill Biasi, Mayor Wade Cowan

Absent: None

Staff: City Manager Kathleen Trepa, Police Chief Miller, Environmental Services Manager Kristine DeGuerre, Assistant City Attorney Joanna Gin, Building Tom Davis

Mayor Pro Tem Biasi led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Motion by Council Member Loren, second by Council Member Neu to approve the agenda as is. Motion carried with the following roll call vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tem Biasi, Mayor Cowan

NOES: None

ABSENT: None

ABSTAIN: None

COUNCIL/STAFF COMMENTS:

Verbal updates were provided by Council Members.

PUBLIC COMMENTS:

None

CONSENT CALENDAR:

A. Resolution 2022-21 Approving the Certificate of Acceptance for a Fee Simple Interest in a Portion of the Real Property at the Cottages at Carter Ranch, Phase 2
B. Minutes of the Regular Meeting of the Winters City Council Held via Teleconference (Zoom) on March 1, 2022
C. Resolution No. 2022-20 Renewing Authorization and Making Findings and Determinations Under AB 361 for Continued Virtual Meetings

D. Resolution No. 2022-24 Authorizing Staff to Manage Investment of Monies in the Local Agency Investment Fund
E. Resolution No. 2022-26 Approving a Salary Increase for the Aquatic and After School Program Part-Time Staff

City Manager Trepa provided an overview of the consent calendar items. Motion by Council Member Neu, second by Council Member Loren to approve the Consent Calendar. Motion carried with the following roll call vote:

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

PRESENTATION:

A. A Proclamation of the City Council of the City of Winters Honoring Shelly Gunby for Her 25 Years of Service to the City of Winters

Mayor Cowan presented the proclamation. Councilmembers and staff provided comments.
Kate Laddish thanked Shelly Gunby for her service to the city.

DISCUSSION ITEMS:

A. Consider Main Street Closures for the Spring Festival on March 25 - 26, 2022

City Manager Trepa introduced the item.
Chris Turkovich provided comment on behalf of the Downtown Business Association regarding the proposed events.

Motion by Council Member Neu, second by Council Member Loren to approve the closure of Main Street from the mid-block crossing to First Street for the Evening Under the Stars event on Friday, March 25, and from Railroad to Second Street on March 26, 2022, for the Spring Festival Craft Show. Motion carried with the following roll call vote:

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

B. Public Hearing and Resolution 2022-22 Updating/Adopting Storm Drainage Master Plan – Northeast Area (SDMP – NE Area), adopting the findings of the Storm Drainage cost allocation report, adopting the findings of the SDMP – North Area Impact Fee and Nexus Study, and approving the schedule of impact fees

Former City Engineer Alan Mitchell introduced the item. Mike Nolan with Wood Rodgers, Inc. and Catherine Hansford of Hansford Economic Consulting provided presentations regarding the item.

Assistant City Attorney Gin recommended modifying the escalator increase of fees in the Resolution section 6 by adding the following statement:

The Development Impact Fees shall be annually adjusted each July 1 to reflect the March to March change in the Engineering News Record San Francisco Construction Cost Index.

Public Hearing opened at 7:44pm

Kate Laddish inquired about how this new information would be incorporated into the dated General Plan, and recommended that the General Plan reflect current environmental experiences rather than previous weather patterns and rainfall changes.

Public Hearing closed at 7:51pm

Motion by Council Member Loren, second by Mayor Pro Tem Biasi to Adopt Resolution 2022-22 updating/adopting new Storm Drainage Master Plan – Northeast Area (SDMP – NE Area), adopting the findings of the Storm Drainage cost allocation report, adopting the findings of the SDMP – North Area Impact Fee and Nexus Study, and approving the schedule of impact fees. With the recommended amendment to the resolution as previously stated by Assistant City Attorney Gin. Motion carried with the following roll call vote:

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

C. Amendment to 6th Cycle Housing Element Update

City Manager Trepa introduced the item.

Public Hearing opened at 8:06pm

Public Hearing closed at 8:06pm

Motion by Council Member Loren, second by Council Member Neu to adopt Resolution 2022-23 to: 1. Determine the proposed Housing Element amendments to the Implementation Programs section of the Housing Element's "Housing Plan" to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and 2. Approve the revised Housing Element Update, which includes amendments to the Implementation Programs section of the Housing Element's "Housing Plan" as outlined in Resolution 2022-23. Motion carried with the following roll call vote:

AYES: Council Members Loren, Neu, Mayor Pro Tem Biasi, Mayor Cowan

NOES: Council Member Anderson
ABSENT: None
ABSTAIN: None

D. Resolution 2022-25 Approving the Purchase and Sale Agreements for a Portion of the City-owned Canal Property with the Property Owners of 1021, 1023, 1025, 1027, 1029, 1031, 1033, 1035, 1037, 1039, and 1041 Roosevelt Avenue; and Authorizing the City Manager to Execute the Agreements

Former City Engineer Alan Mitchell introduced the item.

Motion by Mayor Pro Tem Biasi, second by Council Member Neu to Adopt Resolution 2022-25 approving the Purchase and Sale Agreements for a portion of the City-owned canal property with the property owners of 1021, 1023, 1025, 1027, 1029, 1031, 1033, 1035, 1037, 1039, and 1041 Roosevelt Avenue; and authorizing the City Manager to execute the agreements. Motion carried with the following roll call vote:

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

CITY MANAGER REPORT:
City Manager Trepa provided an update on efforts to implement a hybrid meeting platform.

INFORMATION ONLY:
None

ADJOURNMENT:
Mayor Pro Tem Biasi and Mayor Cowan closed the meeting in honor of the late Planning Commissioner John Richard “Jack” Graf who served on the City of Winters Planning Commission for over 13 years.

8:25 PM

_____
Wade Cowan, MAYOR

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

Minutes of the Regular Meeting of the Winters City Council Held via Teleconference (Zoom) on April 5, 2022

Mayor Cowan called the meeting to order at 6:30 PM

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu, Mayor Pro Tem Bill Biasi, Mayor Wade Cowan

Absent: None

Staff: City Manager Kathleen Trepa, Fire Chief Lopez, Environmental Services Manager Kristine DeGuerre, Assistant City Attorney Joanna Gin, Administrative Services Director Cathy Mathews

Council Member Neu led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Motion by Council Member Loren, second by Council Member Neu to approve the agenda as is. Motion carried with the following roll call vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tem Biasi, Mayor Cowan

NOES: None

ABSENT: None

ABSTAIN: None

COUNCIL/STAFF COMMENTS:

Council Member Loren requested staff bring forward an item regarding a Sports Wagering Ballot Initiative; the item was supported by Mayor Cowan and Council Member Neu.

PUBLIC COMMENTS:

None

CONSENT CALENDAR:

A. Proclamation Recognizing Child Abuse Prevention Month

B. Resolution No. 2022-28 Renewing Authorization and Making Findings and Determinations Under AB 361 for Continued Virtual Meetings.

C. Resolution 2022-29, Initiating Proceedings for the Annual Levy and Collection of Assessments Within the City of Winters City-Wide Maintenance Assessment District for Fiscal Year 2022/2023 and Ordering the Preparation of Annual Engineer's Report

Guadalupe and Cecilia accepted the Proclamation on behalf of the Yolo County Children's Alliance and provided additional comments on the item.

City Manager Trepa provided an overview of the consent calendar items. Motion by Council Member Neu, second by Mayor Pro Tem Biasi to approve the Consent Calendar. Motion carried with the following roll call vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tem Biasi, Mayor Cowan

NOES: None

ABSENT: None

ABSTAIN: None

PRESENTATION:

DISCUSSION ITEMS:

A. Resolution No. 2022-27 Approving A Three-Year Pool Rental Agreement with Solano Aquatic Sea Otters to Operate the Winters Swim Team and Provide Public Swim Lessons; and Approving Program Fees and Scholarships for Lower Income Winters Children Using the Swim Team Fund

City Manager Trepa introduced the item.

Mayor Pro Tem Biasi inquired about the level of usage for the scholarship program in 2021.
JC Ross encouraged morning lap swim hours.
Kate Laddish thanked staff for work on the item, and thanked staff for considering affordability for low-income youth.
Council Member Loren and Mayor Pro Tem Biasi shared their support on the item.
Mayor Pro Tem Biasi recommended that other fundraising opportunities besides fireworks be researched to support the swim team.

Motion by Council Member Loren, second by Council Member Neu to adopt Resolution No. 2022-27 approving a three-year pool rental agreement with Solano Aquatic Sea Otters to operate the Winters Swim Team and provide public swim lessons; approve 2022 program fees; and approve use of Swim Team Fund monies to fund a scholarship program for lower income Winters children. Motion carried with the following roll call vote:

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

B. Resolution 2022-31 City of Winters Fee Schedule Update

City Manager Trepa introduced the item. She noted a last-minute change recommending that certain fees currently identified as full day reservations for amenities at City Park be changed to two-hour increments: the picnic area, horseshoe pits, futsal court, baseball diamond (when Little League not in season) and basketball court.

The public hearing opened at 7:12pm
Kate Laddish provided historical context for monthly pass and indicated support for the increased fee, although she hoped the pass would not be adjusted yearly.
Carol Scianna commented that fees for non-profits who provide programming be considered.
The public hearing closed at 7:18pm

Mayor Pro Tem Biasi inquired how staff would enforce the two-hour time limit.
Council Member Anderson inquired about the impact of the fee schedule on the community garage sale.
Council Member Loren acknowledged Carol Scianna's comment and supported the idea of having a fee for the facilities regardless of the entity using the facility in order to help address wear and tear on facilities.

Motion by Council Member Loren, second by Council Member Neu approve Resolution 2022-31 adopting fees and charges for certain services provided by the City of Winters with changes identified by City Manager Trepa. Motion carried with the following roll call vote:
AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tem Biasi, Mayor Cowan
NOES: None
ABSENT: None
ABSTAIN: None

CITY MANAGER REPORT:
City Manager Trepa provided an update on the hybrid platform for public meetings. She shared that the Youth Day planning committee is still looking for parade participants.

INFORMATION ONLY:
None

ADJOURNMENT:
7:30 PM

_____
Wade Cowan, MAYOR

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: April 19, 2022

FROM: Kathleen Salguero Trepa, City Manager

SUBJECT: Resolution No. 2022-33 Renewing Authorization and Making Findings and Determinations Under AB 361 for Continued Virtual Meetings.

RECOMMENDATION:

Adopt Resolution No. 2022-33 Renewing Authorization and Making Findings and Determinations Under AB 361 for Continued Virtual Meetings.

BACKGROUND:

AB 361 allows the City Council and all commissions, committees and other legislative bodies of the City of Winters to meet virtually or telephonically without meeting certain Brown Act posting requirements, identifying each teleconference location, requiring each teleconference location to be publicly accessible, or requiring a quorum of the legislative body to be physically present within the City. Virtual public meetings still require standard meeting agendas and notices and the ability for the public to provide public comment.

At its October 5, 2021 meeting, the City Council adopted Resolution No. 2021-65 making findings and determinations under AB 361 for continued virtual meetings. To continue virtual meetings, the Council must make findings every 30 days that 1) it has reconsidered the circumstances of the ongoing COVID-19 pandemic state of emergency and 2) either the state of emergency continues to directly impact the ability of the public to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing.

DISCUSSION:

AB 361 into law, which allows virtual public meetings to continue through January 1, 2024, provided that:

1. The Council holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
2. The Council holds a meeting during a proclaimed state of emergency and determines or has determined by majority vote that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

At its October 5, 2021 City Council meeting, Council adopted Resolution No. 2021-65 making the initial findings and determinations under AB 361 for continued virtual meetings under AB 361. The City Council has reconsidered the circumstances of the state emergency and finds that state of local officials continue to impose or recommend measures to promote social distancing. The approval of Resolution No. 2021-86 and its renewal would apply to the City Council and all commissions, committees, and other legislative bodies of the City of Winters.

This item will be placed on the agenda as a recurring consent item for every future City Council meeting as long as a state emergency exists and the City Council desires to hold a teleconference meeting (including hybrid meetings). This is because AB 361 requires the Council to renew its every 30 days after teleconferencing for the first time under AB 361. The City Council regularly meets on the first and third Tuesdays of the month. The number of days between one first Tuesday of the month to the next, or one third Tuesday of the month to the next, could be more than 30 days for some intervals. Placing the item on the agenda as a recurring consent item ensures that there will not be a lapse in satisfying the renewal requirements under AB 361.

AB 361 does not require in-person meetings if the City Council decides to continue with remote or Zoom meetings during the state emergency. AB 361 also does not require the City Council to hold remote or Zoom meetings during the state emergency. However, any in-person attendance would still need to comply with health orders related to masking or social distancing, as applicable.

Council provided staff direction at the October 5, 2021, meeting to implement a hybrid system that allows for both in-person and remote access to public meetings for either councilmembers, staff or the public. Two people are required to manage a hybrid system: one to manage the Zoom platform and the other to manage the Granicus system. Staff is

currently in the process of making modifications to finish implementing the hybrid system. Once implemented, a hybrid meeting would also be an option for the City Council.

A copy of AB 361 is available at https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB361.

FISCAL IMPACT:
There is no fiscal impact.

ATTACHMENTS:
1. Resolution 2022-33
2. Yolo County Health Officer's Memo Regarding Remote Public Meetings

RESOLUTION NO. 2022-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS RENEWING AUTHORIZATION AND MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361, Chapter 165, Statutes of 2021 ("AB 361"), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020, due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, the City Council of the City of Winters has reconsidered the circumstances of the state of emergency; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing; and

WHEREAS, according to the Yolo County Health Officer, the grounds for the social distancing recommendation include the unique characteristics of public governmental meetings, including the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges of ensuring compliance with safety requirements and recommendations at such meetings; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public until social distancing recommendations are lifted; and

WHEREAS, the City Council of the City of Winters desires to continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

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

1. The above recitals and true and correct and shall be the findings of the City Council of the City of Winters.

2. The City Council of the City of Winters and all commissions, committees and other legislative bodies of the City of Winters shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3) based upon the findings and determinations hereby made by the City Council.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Winters held on April 19, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Wade Cowan, Mayor

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

COUNTY OF YOLO

Health and Human Services Agency

Karen Larsen, LMFT
Director

Aimee Sisson, MD, MPH
Health Officer

MAILING ADDRESS
137 N. Cottonwood Street • Woodland, CA 95695
www.yolocounty.org

Date: September 22, 2021

To: All Yolo County Boards and Commissions

From: Dr. Aimee Sisson, Health Officer

Subject: Remote Public Meetings

In light of the ongoing public health emergency related to COVID-19 and the high level of community transmission of the virus that causes COVID-19, the Yolo County Public Health Officer recommends that public bodies continue to meet remotely to the extent possible. Board and Commissions can utilize the provisions of newly-enacted AB 361 to maintain remote meetings under the Ralph M. Brown Act and similar laws.

Among other reasons, the grounds for the remote meeting recommendation include:

- The continued threat of COVID-19 to the community. As of September 22, 2021, the current case rate is 24.1 cases per 100,000 residents per day. This case rate is considered “high” under the Centers for Disease Control and Prevention’s (CDC) framework for assessing community COVID-19 transmission; and

- The unique characteristics of public governmental meetings, including the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges of ensuring compliance with safety requirements and recommendations at such meetings.

Meetings that cannot feasibly be held virtually should be held outdoors when possible, or indoors only in small groups with face coverings, maximal physical distance between participants, use of a portable HEPA filter (unless comparable filtration is provided through facility HVAC systems), and shortened meeting times.

This recommendation is based upon current conditions and available protective measures. The Public Health Officer will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.

CITY COUNCL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE : April 19, 2022

THROUGH: Kathleen Salguero Trepa, City Manager

FROM: Ellena Branson, Deputy City Clerk

SUBJECT: Resolution No. 2022-34 Appointing Karen Conerly to the Winters Senior Commission on Aging

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RECOMMENDATION:
Adopt Resolution No. 2022-34 appointing Karen Conerly to the Winters Senior Commission on Aging.

BACKGROUND:
Staff recently received a resignation notice from Dawn Van Dyke of the Winters Senior Commission on Aging. Ms. Van Dyke was originally appointed to the Commission with a term that expires June 2023.

The City Clerk's Office placed notices in the City Manager's Friday Update and the City of Winters website to advertise this vacancy as did the Winters Express. Staff received one applicant interested in the position, Ms. Karen Conerly, whose application is attached to this staff report (Attachment 2).

DISCUSSION:
According to Resolution 2019-19, the enabling resolution establishing the Winters Senior Commission on Aging, vacancies shall be filled for the unexpired term in the same manner in which a regular appointment occurs. Council Member Neu and Mayor Cowan are currently responsible for reviewing applicants for the Winters Senior Commission on Aging. They have reviewed Ms. Conerly's application and recommend her appointment to fill the vacancy.

Two remaining vacancies remain; therefore, staff would like to take this opportunity to encourage individuals to apply to the Senior Commission on Aging. The Commission meets the second Wednesday of every month at 6 p.m. Meetings are currently via

Zoom. More information is on the City's website.

FISCAL IMPACT:
None.

ATTACHMENTS:

1. Resolution 2022-34
2. Karen Conerly application

RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPOINTING KAREN CONERLY TO THE WINTERS SENIOR COMMISSION ON AGING

WHEREAS, the Winters Senior Commission on Aging was established via Resolution No. 2019-19; and

WHEREAS, Resolution No. 2019-19 provides the guidelines for membership and appointment for vacant positions; and

WHEREAS, on February 4, 2022, staff received the resignation of Dawn Van Dyke; and

WHEREAS, staff advertised the vacant position and received one application from Ms. Karen Conerly, whom Mayor Cowan and Council Member Neu recommend the Council appoint to fill the seat vacated by Ms. Van Dyke for the remainder of the unexpired term; and

WHEREAS, Ms. Conerly expresses significant interest in the senior community and their needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters that: Ms. Conerly be appointed to fill the seat vacated by Ms. Van Dyke for the remainder of the unexpired term.

DULY AND REGULARLY ADOPTED by the City Council of the City of Winters, on the 19th day of April, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Wade Cowan, Mayor

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

Received On:

CITY OF WINTERS
california
Est. 1875

Application for Appointment to City Board and Commissions

Application for: Senior Commission on Aging / Senior Commission Seat expires in 2023
(Name of Board/Commission – If applying for multiple positions please list in order of preference)

Name: Karen Conerly

Home Address: [redacted] Winters, CA 95694

~~Home #~~ [redacted] Mobile #: _____ Are you at least 18 years old? Yes ☑ No ☐

Email Address: [redacted]

Why do you wish to serve as a member of this board or commission?
To serve Winters and surrounding areas to assist the Aging population of which I am one.

Have you verified your ability to attend regular meetings as scheduled? Yes ☑

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
Programmer for USGS - earthquake prediction.	
Organized + managed Computer Lit. Stanislaus County	
Professor Computer Science for College	

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:
Awarded Volunteer of the year for Stanislaus County 2005

Education (Include high school, college and/or university, and graduate study):
Proviso West H.S. in Hillside, IL, Eastern Michigan University - Bachelors in Social Sciences and Masters in Education

Do you have any interests or associations which might present a conflict of interest? Yes ☐ No ☑
Please explain: _____

Karen Conerly
(Signature) (Type name if returning via e-mail or print and sign)

March 21, 2022
Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings.
Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided.
Member will be required to submit a Statement of Economic Interests upon appointment and annually there after.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:April 19, 2022

FROM: Kathleen Salguero Trepa, City Manager

SUBJECT: Senior Center Fundraising Update: Center Naming Opportunities and Donor Agreement Template

RECOMMENDATION:
By motion,

1. Approve the updated naming opportunities listed below,
2. Authorize the City Manager to negotiate increases or decreases to the established naming opportunities by no more than 10% of the listed value, and
3. Approve the attached donor agreement template and authorize the City Manager to execute the agreement with donors as outlined in this report.

BACKGROUND:
The City Council appointed a fundraising committee to fund raise in support of the acquisition of furniture and fixtures for the new Senior Center. The committee also desires to raise sufficient revenue to fund center operations for the first two years. The committee has been hard at work for over a year organizing a campaign strategy, marketing materials, and donation management options. The group also solicited the assistance of a professional campaign manager who has volunteered significant time to help guide the campaign strategy.

As is common with capital campaigns to support the construction of new facilities, naming rights are an important strategy to recognize donors who make significant contributions. On November 16, 2021, the City Council approved a list, as noted below, of major areas or opportunities at the Senior Center that could be “named” in honor of significant donors. The donors would be recognized with engraved plaques above each room or area or at

the entrance of the Senior Center.

DISCUSSION:

As a result of input from the professional campaign manager, and feedback from potential donors, the fundraising committee is recommending several changes to the naming opportunity list, which are detailed below. Two new items have been added (exterior trash cans and an automated external defibrillator). The group recommends reducing one item in value in exchange for the noted donation, in recognition of other in-kind contributions provided by the donor to the effort.

Senior Center Naming Opportunities			
ITEM	Nov-21	Feb-22	
Community / Main Room	$ 250,000	$ 250,000	
Commercial Kitchen	$ 100,000	$ 100,000	
Outdoor Patio / Landscaping	$ 100,000	$ 100,000	
180 Chairs / 35 Tables	$ 85,000	$ 85,000	
Preparation Kitchen / Meals On Wheels	$ 75,000	$ 75,000	
Lobby / Library	$ 50,000	$ 75,000	
Recreation Room	$ 50,000	$ 50,000	
Recycling Area	$ 25,000	$ 25,000	
Kitchen Storage Area	$ 25,000	$ 15,000	F
Administrative Office	$ 25,000	$ 25,000	
Outdoor Storage Vault / bike locker	$ 10,000	$ 10,000	
Green Thumb Garden Storage	$ 10,000	$ 10,000	
Exterior Trash Cans (7)	*new*	$ 7,000	
Outdoor Benches (5)	$ 7,500	$ 7,500	F
Pool Table	$ 10,000	$ 10,000	
Automated External Defibrillator	*new*	$ 3,000	
Commemorative Bricks - $500 x 100	$ 10,000	$ 50,000	
	$ 832,500	$ 897,500	
F = funded			
Donations should be made to the Yolo Community Foundation			
PO Box 1264 Woodland, CA 95776 - Winters Senior Fund			

As a result of conversations with several other potential donors, the fundraising group recommends that the City Manager be given authority to confirm a deviation of 10% from this approved list so that significant donations may be locked in rather than returning to Council each time.

Staff has also developed a donor agreement to document commitments between the potential donor and the City, such as a phased donation plan over several years or the commitment to provide the funding before the equipment is purchased for tax planning purposes. Given the amounts of these potential contributions, most donors are seeking an agreement to document the use of funds.

Staff recommends that the City Council approve a templated agreement in the general form as Attachment 1 and authorize the City Manager to execute these agreements. All agreements would be reviewed by the City Attorney to ensure they are acceptable as to form.

FISCAL IMPACT:
The naming opportunities list has been increased by $65,000. Ultimately, the final revenue received will depend on the success of the fundraising efforts and commitments made by donors. The City will utilize these funds to outfit the new senior center and support operational costs at the center as donations are intended.

ATTACHMENT:
Donor agreement template

DONATION AGREEMENT

This Agreement ("Agreement") is executed as of this ____ day of _____, 2022, by and between the City of Winters, a municipal corporation ("City") and _____ ("Donor"). The City and Donor are hereinafter collectively referred to as "Parties."

RECITALS

A. The City is the owner of certain real property located at [insert address] ("Property") that includes a senior center.

B. The City wishes to convey and the Donor wishes to purchase the rights to name the Center ("Naming Rights") or The Donor wishes to make a charitable contribution to the City in exchange for recognition in accordance with the terms and provisions described herein.

TERMS

The Parties therefore agree as follows:

1. Consideration. The Parties agreed to enter into this Agreement for the consideration, and upon the terms, as set forth in Exhibit A attached hereto and incorporated herein.

2. Notices. Any and all notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, sent by recognized overnight delivery service or mailed by certified or registered mail, return receipt requested, postage prepaid, to the parties at the addresses indicated below:

To City:
City of Winters
318 1st Street
Winters, CA 95694
Attn: Kathleen Salguero Trepa

To Donor:
_____
_____
_____
Attn: _____

Any party may change its address by a notice given to the other party in the manner set forth above. Any notice given personally shall be deemed to have been given upon service, notices sent by overnight service shall be deemed received on the next business day and any notice given by certified or registered mail shall be deemed to have been given on the third (3rd) business day after such notice is mailed.

3. Miscellaneous.

3.1 Integration. This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter hereof. Neither of the parties has

relied upon any oral or written representation or oral or written information given to it by any representative of the other party.

3.2 Binding Effect. This Agreement shall bind and inure to the benefit of the parties, their respective heirs, successors and assigns.

3.3 Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party, under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

3.4 Amendment/Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless in writing and signed by both parties.

3.5 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with 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.

3.6 Waiver. No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any provision contained in this Agreement.

3.7 Headings. The headings of Sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

3.8 Attorneys' Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

3.9 Calculation of Dates. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. on such date or dates and references to "days" shall refer to calendar days; provided, however, in the event that any period terminates on a Saturday, Sunday or City holiday, the termination of such period shall be on the next succeeding business day. The time in which any act provided under this Agreement is to be done, shall be computed by excluding the first day and including the last, unless the last is a Saturday, Sunday or City holiday, and then it is also so excluded.

3.10 Time of Essence. Time is of the essence as to each and every provision of this Agreement.

3.11 Counterparts. This Agreement may be executed in counterparts and when so executed by the parties, shall become binding upon them and each such counterpart will be an original document.

CITY OF WINTERS,
a California municipal corporation

By:_____
Kathleen Salguero Trepa
City Manager

ATTEST:

By:_____
Kathleen Salguero Trepa
City Manager

APPROVED AS TO FORM

By: _____
Ethan Walsh
City Attorney

[INSERT DONOR'S NAME]
[insert entity]

By:_____
[Name]
[Title]

EXHIBIT "A"
DONATION TERMS
NAME RECOGNITION

1. Naming Rights. For the consideration described herein, the City agrees that (a) the name of [INSERT ELEMENT TO BE NAMED (e.g, DOOR, BUILDING FACE, HALL, etc.] ("Element") will include the words "[INSERT NAME OF DONOR'S CHOOSING]"; (b) advertising and promotions involving the Element by the City will include the full name of the Element.

2. Consideration. In consideration for this Agreement with respect to the [naming of the Element as set forth herein], Donor agrees to pay to the City the total sum of [INSERT DONATION AMOUNT] ($_____.__) dollars ("Consideration"). Donor will pay the Consideration to the City within _____ (__) days of the execution of this Agreement. [or add in phased payment schedule below; if there is no payment schedule, delete 2.1]:

2.1 Payment Schedule. The Donor shall transfer to the City unrestricted and immediately available funds in accordance with the following schedule (the "Payment Schedule"):

2.1.1. On or before [date], _____ Dollars ($_____) (the "Initial Payment");

2.1.2. On or before [date], _____ Dollars ($_____)

In the event the Consideration is not paid in a timely manner, the City will provide written notice of such delinquency to Donor. Failure by Donor to pay such Consideration within seven (7) calendar days following the date of such notice will constitute a material default under this Agreement. All Consideration paid will be in cash, by cashier's or certified check or by wire transfer.

3. Term of Name Rights. For the Consideration described above, the "[INSERT NAME OF DONOR'S CHOOSING]" name will be affiliated with the Element for the life of the Element [or if the recognition is for a limited duration, specify] following the date upon which the Element opens to the general public. The City will provide written notice to Donor regarding such opening date.

It is in the City's discretion to revoke the naming rights granted hereunder. Donor acknowledges and understands that, upon such revocation, Donor is not entitled to any reimbursement of the Consideration.

EXHIBIT "A"
DONATION TERMS
RECOGNITION FOR CONTRIBUTIONS

1. Recognition. For the consideration described herein, the City agrees that advertising and promotions involving the Donation, or use of the Donation, by the City will include recognition of the Donor.

2. Consideration. In consideration for this Agreement with respect to the recognition for the Donation, Donor agrees to pay to the City the total sum of [INSERT DONATION AMOUNT] ($_____.__) dollars ("Consideration"). Donor will pay the Consideration to the City within _____ (__) days of the execution of this Agreement. [or add in phased payment schedule below if there is no payment schedule, delete 2.1]:

2.1 Payment Schedule. The Donor shall transfer to the City unrestricted and immediately available funds in accordance with the following schedule (the "Payment Schedule"):

2.1.1. On or before [date], _____ Dollars ($_____) (the "Initial Payment");

2.1.2. On or before [date], _____ Dollars ($_____)

In the event the Consideration is not paid in a timely manner, the City will provide written notice of such delinquency to Donor. Failure by Donor to pay such Consideration within seven (7) calendar days following the date of such notice will constitute a material default under this Agreement. All Consideration paid will be in cash, by cashier's or certified check or by wire transfer.

3. Donor Purpose. The Donation shall be dedicated to the purchase of [specify], or may be designated to fund the purchase of tangible items, such as furniture and fixtures, that will benefit the Senior Center.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: April 19, 2022

THROUGH: Kathleen Salguero Trepa, City Manager

FROM: Alan L. Mitchell, P.E., Consulting Engineer

SUBJECT: Resolution No. 2022-37 Approving a Professional Services Agreement with Woodard & Curran in the Amount Not to Exceed $178,618 to Update the 2007 Water Master Plan and Prepare a Drought Contingency Plan; and Appropriating $178,618 to the FY 22-23 Water Operating Budget

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RECOMMENDATION:
Adopt Resolution No. 2022-37:

1. approving a Professional Services Agreement with Woodard & Curran in the amount not to exceed $178,618 to update the 2007 Water Master Plan and prepare a Drought Contingency Plan;
2. authorizing the City Manager to execute the agreement in a form approved by the City Attorney;
3. transferring $117,788 from the Water Development Impact Fee Fund to Water Operations & Maintenance Fund Balance; and
4. appropriating $178,618 from Water Operations & Maintenance Fund Balance to the Water Operations & Maintenance Operating Budget.

BACKGROUND:
The City's current Water System Master Plan (WMP) was adopted by the City Council on February 6, 2007. The Master Plan is the framework for the water production and distribution system and is based on the City's General Plan of 1992. The WMP identified deficiencies in the infrastructure (supply and/or demand) at the time and provided a description of system improvements to serve existing demand. It also identified, located, and sized future infrastructure using build-out demands based on General Plan land uses, to serve future

development. The Master Plan has guided staff in developing capital projects to address existing deficiencies, as well as defines system requirements to support future development.

Given the age of the current WMP and the development activity that has occurred since the Water Master Plan was approved, staff requested that W&C prepare a proposal to perform an update of the WMP to reflect the City's current and planned infrastructure and demands, assess the sustainability of the groundwater supplies, and to develop maintenance recommendations for the City's water infrastructure. Staff also requested that drought contingency planning be incorporated into the master plan update.

DISCUSSION:
The purpose of the Water Master Plan (WMP) Update is to reflect the City's current infrastructure and current demands, anticipated plans for growth, and assess the sustainability of the City's groundwater supplies. The scope also includes a new mandate related to Drought Risk Assessment and Contingency Planning as well as some infrastructure condition assessments utilizing current available information to assist with capital maintenance planning.

W&C provided a Proposal, dated February 4, 2022, which is attached to the staff report.

Tasks will include the following:

1. Project Management
2. Data Collection
3. Water Demands Evaluation
4. Hydraulic Model Update
5. System Capacity Evaluation
6. System Condition Assessment
7. Groundwater Sustainability Assessment
8. Drought Risk Assessment and Water Shortage Contingency Plan
9. Master Plan Update

The proposed timeline to complete the work is approximately 9 months once work is initiated.

<u>Natural Resources Commission Review</u>
On March 15, 2022, staff presented both the Technical Memorandum and the Woodard & Curran proposal to the Natural Resources Commission. The Commission recommended that the City Council approve the proposed Water Master Plan Update Scope of Work. A commissioner did question whether a thorough condition assessment of the entire system could be folded into this project, and staff explained that this effort includes compiling information that is currently available through available engineering and staff records. Boring and camera assessment of the entire system is beyond the proposed scope and can be discussed as a future project based on the findings of this effort.

If the scope of work is approved by the City Council, Resolution No. 2022-37 authorizes the City Manager to execute a professional services agreement in a form approved by the City Attorney and to appropriate $178,618 to the FY 22-23 operating budget to cover the cost of the project, as noted in the Fiscal Impact statement.

FISCAL IMPACT:
This project was not included in the FY 22-23 operating budget and, therefore, requires an appropriation. The estimated total cost of the Water Master Plan Update, including optional tasks, is $178,618, which can be funded through water development impact fees and the water operations and maintenance fund balance as noted below. The Water Master Plan is listed as a project within the Water Development Impact Fee Fund, which has a current balance of approximately $1.3 million. The tasks associated with drought contingency and condition assessment, can be funded by the Water O&M fund balance, which has an approximate fund balance of $6.3 million.

- Water Development Impact Fee Transfer: $117,788
- Water O & M Fund Balance Net Cost: $ 60,830

Total Appropriation: $178,618

Funding for any specific projects that result from the update will need to be identified at that time prior to proceeding.

ATTACHMENTS:
Attachment 1 – Resolution No. 2022-37
Attachment 2 - Woodard & Curran Proposal for Update of the Water Master Plan

Resolution No. 2022-37
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WOODARD & CURRAN IN THE AMOUNT NOT TO EXCEED $178,618 TO UPDATE THE 2007 WATER MASTER PLAN AND PREPARE A DROUGHT CONTINGENCY PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND APPROPRIATING $178,618 TO THE FY 22-23 WATER OPERATING BUDGET FROM THE WATER OPERATING & MAINTENANCE FUND BALANCE

WHEREAS, the City of Winters Water System Master Plan (WMP) was adopted in February 6, 2007 based on the City's General Plan of 1992, and is the framework for the water production and distribution system for the City's groundwater supply; and

WHEREAS, significant development has been entitled since that time and has been under construction for several years; and

WHEREAS, current drought conditions and concerns regarding the impacts of climate change necessitate an update to the 2007 WMP; and

WHEREAS, gathering available information regarding the current condition of the City's water wells and distribution system is necessary to help facilitate the development of capital planning for the system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters that it hereby:

1. Approves a professional services agreement with Woodard & Curran in the not to exceed amount of $178,618 to prepare an update to the Water Master Plan and incorporate a drought contingency plan; and
2. Authorizes the City Manager to execute the agreement in a form approved by the City Attorney; and
3. Authorizes the transfer of $117,788 from the Water Development Impact Fee Fund to Water Operations & Maintenance Fund Balance; and
4. Authorizes the appropriation of $178,618 from Water Operations & Maintenance Fund Balance to the Water Operations & Maintenance Operating Budget

DULY AND REGULARLY ADOPTED this 19th day of April, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Wade Cowan, Mayor

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

COMMITMENT & INTEGRITY
DRIVE RESULTS

801 T Street
Sacramento California 95811
www.woodardcurran.com

T 916.999.8700
F 916.999.8701

February 4, 2022

Alan Mitchell
City Engineer
City of Winters
500 Main Street, Ste. 250
Woodland, CA

Re: Proposal for Update of the Water Master Plan

Dear Mr. Mitchell:

On behalf of Woodard & Curran, I am pleased to provide the City of Winters (City) with this proposal to update the City's Water Master Plan to reflect recent the City's current and planned infrastructure and demands, assess the sustainability of the groundwater supplies, and to develop maintenance recommendations for the City's water infrastructure.

Background

In February 2007, the City of Winters adopted the 2006 Water Master Plan. This planning document identified improvements to correct existing deficiencies as well as improvements required to meet buildout water demand and distribute water throughout the City. Subsequently, the model was updated to reflect the decommissioning of one of the City's wells and the installation of a new well (Well #7). An additional Well (Well #8) is currently in design as part of the Stones Throw development. Further, the sustainability of the groundwater basin is currently being evaluated as part of the Yolo Groundwater Sustainability Plan.

Due to the changes that have occurred since the prior Master Plan, the City has asked Woodard & Curran to perform an update of the master plan to reflect current data.

Scope of Work

The purpose of this proposal is to update the City's Water Master Plan to reflect the City's current infrastructure and current demands, anticipated plans for growth, and assess the sustainability of the City's groundwater supplies.

Task 1: Project Management

Woodard & Curran will conduct a kickoff meeting (which may be held via conference call) with the City staff to discuss the project scope, approach, schedule and assumptions, communications protocol and initial data needs for moving forward with the master planning activities. In addition, Woodard & Curran will participate in periodic progress meetings with the City to discuss progress, findings, outstanding issues and next steps. It is assumed that two in-person meetings will be held. Woodard & Curran will also prepare monthly progress reports to summarize project activities and budget/schedule status.

Task 1 Assumptions

- Up to two in-person progress meetings are assumed. Conference calls will be performed as-needed, and assumed to occur on a monthly basis.

Task 1 Deliverables

- Meeting agendas and meeting minutes
- Monthly progress reports and invoices

Task 2: Data Collection

Woodard & Curran will prepare data requests, and review information related to the water system as provided by the City. For any data that is not available but critical, Woodard & Curran will recommend an approach for obtaining the information or making use of existing data, and will discuss the approach with the City.

Task 2 Assumptions

- Woodard & Curran will coordinate with the County (serving as the City's GIS administrator), as needed.

Task 3: Water Demands Evaluation

In this task, Woodard & Curran will establish existing demands, and estimate potential future demands.

3.1: Existing Water Demands

Water meter data and any available water production data will be evaluated to estimate existing demands as well as demand factors for use in predicting future water usage. Water consumption data will be geo-allocated to estimate existing water usage for each parcel. If water production data is available, data will be used to review peaking factors as well as estimate the unaccounted-for-water percentage; otherwise, factors and assumptions used in previous studies will be used. Potential drought-related rebound effects will also be investigated.

3.2: Future Water Demand Projections

Using the flow factors developed in Section 3.1, and development information provided by the City, future (buildout) water demands will be estimated. It is anticipated that the development information will include approximately the same developments as used in recent studies for the City; future demands associated with the potential North Area development will not be assessed.

Task 3 Assumptions

- City to provide water consumption data in an excel or database format with associated address, XY-coordinates, or APN numbers suitable for geo-locating.

- City to provide development information. If necessary, meetings with City planners will be held as conference calls or as part of the two (2) in-person progress meetings included in Task 1.

Task 3 Deliverables

- Results of this analysis will be presented in the System Capacity Evaluation Technical Memorandum (Task 5). However, preliminary maps and tables summarizing the results will be provided to the City for review.

Task 4: Hydraulic Model Updates

The City's hydraulic model has been updated under recent task orders to incorporate recent improvements, and additional updates to the model infrastructure are not anticipated to be needed.

The original fire flow scenarios were based on selected representative locations. Under this task, Woodard & Curran will coordinate with the City's fire department to select appropriate fire flow rates for the different land uses in the City, and update the model to perform a comprehensive fire flow evaluation for all hydrants in the City.

Task 4 Deliverables

- Results of this analysis will be presented in the System Capacity Evaluation Technical Memorandum (Task 7). Model files will be available for the City at the completion of the project.

Task 4 Assumptions

- Calibration of the model to new hydrant test data will not be performed, though performance against prior hydrant tests will be evaluated.
- Hydraulic model results will generally assume clean pipe, though sensitivity tests against different roughness factors may be performed.
- Future demands to be modeled will be similar to the future developments incorporated in prior studies, except where additional specific developments are identified by City staff.
- Evaluation of infrastructure needs and potential demands in the North area (Hofstettler development) will not be included in this Master Plan Update.

Task 5: System Capacity Evaluation

Using the hydraulic model, Woodard & Curran will identify system deficiencies under existing and buildout conditions and recommend improvements to address the deficiencies. Potential deficiencies identified addressed in this task would include low or high pressures within the system during fire flow and peak hour events, high velocities in given pipes (which could increase pipe failure risk), and insufficient well supply.

Planning level cost estimates, including design, construction and administration costs, will be developed for any projects addressing existing deficiencies and for existing pipes insufficiently sized for future demands, but will not be developed for new water main loops and wells intended to serve future growth. Capital costs will also be estimated for projects intended to increase the reliability of the City's existing system, as directed by the City.

Task 5 Deliverables

- Draft Technical Memorandum. Comments on the Draft Technical Memorandum will be incorporated into the draft Master Plan.

Task 5 Assumptions

- Design criteria will use the same criteria as used for the 2007 Master Plan, unless modified by the City.

Task 6: Desktop Condition Assessment

Woodard & Curran will perform a desktop condition assessment of the City's water infrastructure based on existing information. The condition assessment will include recommendations for field investigations, and for rehabilitation and repair activities that should be completed. Estimated costs for the recommended activities will be provided.

Task 6.1 Wells

Woodard & Curran provided an initial review and condition assessment of the City's wells in the *Well Capacity and Siting Assessment TM* (Woodard & Curran April 2021). Under this task, Woodard & Curran will build upon that previous effort and incorporate any additional information provided by the City related to well construction, operation, pump and motor efficiency, maintenance, and performance. Based on the updated condition assessment—and the findings of Task 10 if it is approved—a well maintenance program will be developed. The maintenance program will include recommendations for well rehabilitation, redevelopment, and equipment repair or replacement to improve well capacity and efficiency as well as recommendations for regular well maintenance practices. Estimated costs for these recommendations will be provided.

Task 6.2 Distribution System

Woodard & Curran will perform a desktop assessment of the City's distribution system based on available data (age, material, break and maintenance records, etc.). Based on this information, an approximate rate of water main replacement and prioritization will be prepared. Annual cost of an appropriate water main replacement will be estimated.

Task 6 Deliverables

- Draft Technical Memorandum. Comments on the Draft Technical Memorandum will be incorporated into the draft Master Plan.

Task 7: Groundwater Sustainability Assessment

Woodard & Curran will perform a sustainability assessment of the City's groundwater supply considering existing and future demands for the City. The assessment will rely substantially on the information documented in the Groundwater Sustainability Plan (GSP) for the Yolo Subbasin and associated reports. The assessment will include the following:

- Summary and evaluation of groundwater conditions and basin storage trends based on information available from the City and the Yolo Subbasin Groundwater Sustainability Agency (GSA)
- Review of status and trends for groundwater sustainability indicators for the Subbasin and the Central Yolo Management Area based on the Groundwater Sustainability Plan (GSP) and annual monitoring reports for the Subbasin
- Review of GSA projects and management actions and their implementation status with regard to the benefits to groundwater supply sustainability for Winters and the larger Subbasin
- Comparison of existing and future demands to the demand projections used to develop the water budgets for the GSP

Task 7 Assumptions

- The assessment will rely on readily available information on groundwater conditions
- No field data collection or groundwater modeling will be conducted to support this task.

Task 7 Deliverables

- Draft Technical Memorandum. Comments on the Draft Technical Memorandum will be incorporated into the draft Master Plan.

Task 8: Drought Risk Assessment and Water Shortage Contingency Plan

In 2016, then-Governor Brown issued Executive Order B-37-16 that included, among other directives, drought hazard and planning related actions. This order resulted in several meetings that, among other things, focused on drought planning for small water suppliers and rural communities. Through this process, shortcomings in drought planning were discussed along with proposed changes in requirements for Water Shortage Contingency Plans prepared by urban water suppliers. Additionally, the State's new Conservation as a Way of Life program and the passage of several bills in 2018 resulted in the strengthening of water shortage contingency planning requirements and a new requirement for the development of a Drought Risk Assessment by urban water purveyors as part of compliance with the preparation of state-mandated Urban Water Management Plans.

Woodard & Curran will work with City staff to prepare a drought risk assessment (DRA) using the methodology provided by DWR in their 2020 UWMP Guidebook. A DRA is an analysis based on the five driest consecutive years on record that considers plausible future changes in climate, regulations and other applicable criteria in assessing the ability of a purveyor to meet demands under those conditions. The DRA, in a nutshell, will evaluate the City's ability to meet unaltered demands under dry year supply conditions and identify periods of shortages.

Following completion of the DRA, Woodard & Curran will work with City staff to prepare a Water Shortage Contingency Plan (WSCP). The WSCP will reflect current City conservation programming, any changes the City wishes to make to those programs based on current experience, and additional programming as needed to meet the anticipated shortages identified in the DRA. Preparation of the WSCP will align with guidance provided by DWR for recent updates to WSCP as part of the UWMP process, and will detail how the City would act in case of an actual water shortage contingency. The WSCP will include up to six stages or levels of conservation programming, each with specific response actions necessary to achieve the required demand reductions. The WSCP will also include recommendations for communications protocols and procedures to inform customers of any current or predicted water shortages and response actions, and monitoring and reporting procedures to assure appropriate data are collected to monitoring customer compliance and to respond to any potential state reporting requirements.

Task 8 Deliverables

- Draft and Final Drought Risk Assessment
- Drat and Final Water Shortage Contingency Plans

Task 9: Master Plan Update

Woodard & Curran will write the Water Master Plan document based on work completed in other tasks.

9.1: Draft Water Master Plan

Woodard & Curran will prepare a draft Water Master Plan report for review by the City. The Water Master Plan document will include sufficient graphics including maps to illustrate key data and trends. The Water Master Plan will also include a 10-year CIP based on the results of the previous tasks for the City's budgeting purposes. Comments on the draft report will be addressed in the final Water Master Plan report.

9.1: Final Water Master Plan

Woodard & Curran will prepare a final Water Master Plan that incorporates comments on the draft Water Master Plan. Up to five (5) hard copies of the final report will be provided, as well as Word and PDF versions on a USB drive.

Task 9 Deliverables

- Draft and Final Water Master Plans

[Optional] Task 10: Drinking Water Wells Video Survey

In this optional task, Woodard & Curran will facilitate a subcontractor to perform a video survey to visually inspect the City's five drinking water wells. This effort would supplement the desktop condition assessment of the wells conducted under Task 6.

Task 10 Deliverables

- Well Video Survey Report
- Summary of the Well Video Inspection Report incorporated into the Master Plan as a section and/or appendix

Sincerely,

WOODARD & CURRAN, INC.

Glenn E. Hermanson
Senior Technical Practice Lead

Woodard & Curran

City of Winters
Water Master Plan Update

Fee Estimate
February 4, 2022

Tasks	Labor									Total Hours	Total Labor Costs (1)	Outside Services			ODCs		Total
	Glenn Hermanson	Chris van Lienden	Jim Strandberg	Richard Sturn	Leslie Dumas	Ian Jaffe	Nathan Hanson	E2	Admin.			Sub	Subtotal	Sub Consultant Total Cost (2)	ODCs	Total ODCs (3)	Total Fee
	PIC	Project Manager	GW Lead	GW Assessment	Water Shortage Lead	Deputy Project Manager / Modeling Lead	Condition Assessment Lead	Staff Engineer	Graphics and Support Team			Video Survey Sub					
	STPL	TM2	STM	STM	STPL	PE2	E3	E2	PA								
	$339	$294	$311	$311	$339	$260	$234	$207	$121								
Task 1: Project Management																	
Meetings and Communication (2)	4	4	4			4		4		20	$5,644		$0	$0		$0	$5,644
Project Administration		8				8			10	26	$5,642		$0	$0		$0	$5,642
Subtotal Task 1:	4	12	4	0	0	12	0	4	10	46	$11,286	$0	$0	$0	$0	$0	$11,286
Task 2: Data Gathering & Summary																	
Review Existing Information and Identify Data Needs		2				6		12		20	$4,632		$0	$0		$0	$4,632
Subtotal Task 2:	0	2	0	0	0	6	0	12	0	20	$4,632	$0	$0	$0	$0	$0	$4,632
Task 3: Water Demands Evaluation																	
3.1 Existing Water Demands		4			2	6		24		36	$8,382		$0	$0			$8,382
3.2 Future Water Demands Projections	2	4				8		24		38	$8,902		$0	$0		$0	$8,902
Subtotal Task 3:	2	8	0	0	2	14	0	48	0	74	$17,284	$0	$0	$0	$0	$0	$17,284
Task 4: Hydraulic Model Updates																	
Hydraulic Model Updates		2				12		24		38	$8,676		$0	$0		$0	$8,676
Subtotal Task 4:	0	2	0	0	0	12	0	24	0	38	$8,676	$0	$0	$0	$0	$0	$8,676
Task 5: System Capacity Evaluation																	
System Capacity Evaluation	4	10				28		60		102	$23,996		$0	$0		$0	$23,996
Subtotal Task 5:	4	10	0	0	0	28	0	60	0	102	$23,996	$0	$0	$0	$0	$0	$23,996
Task 6: Desktop Condition Assessment																	
6.1 Wells			16	4			4	32		56	$13,780		$0	$0			$13,780
6.2 Distribution System	4	2				8	24	40		78	$17,920		$0	$0			$17,920
Subtotal Task 6:	4	2	16	4	0	8	28	72	0	134	$31,700	$0	$0	$0	$0	$0	$31,700
Task 7: Groundwater Sustainability Assessment																	
Groundwater Sustainability Assessment	1	2	8	16		2		40		69	$17,191		$0	$0		$0	$17,191
Subtotal Task 7:	1	2	8	16	0	2	0	40	0	69	$17,191	$0	$0	$0	$0	$0	$17,191
Task 8: Drought Risk Assessment and Water Shortage Contingency Plan																	
8.1 Drought Risk Assessment	1				4	2		14		21	$5,113		$0	$0		$0	$5,113
8.2 Water Shortage Contingency Plan					4	2		32		38	$8,500		$0	$0		$0	$8,500
Subtotal Task 8:	1	0	0	0	8	4	0	46	0	59	$13,613	$0	$0	$0	$0	$0	$13,613
Task 9: Master Plan Report																	
9.1 Draft Master Plan Report	4	8	4		2	12	8	40		78	$18,902		$0	$0		$0	$18,902
9.2 Final Master Plan Report	2	2				8		16		28	$6,658		$0	$0	$500	$550	$7,208
Subtotal Task 9:	6	10	4	0	2	20	8	56	0	106	$25,560	$0	$0	$0	$500	$550	$26,110
TOTAL	**22**	**48**	**32**	**20**	**12**	**106**	**36**	**362**	**10**	**648**	**$153,938**	**$0**	**$0**	**$0**	**$500**	**$550**	**$154,488**
[Optional] Task 10: Drinking Water Well CCTV																	
Drinking Water Well CCTV		2	8	16	2	2		40		70	$17,530	$6,000	$6,000	$6,600		$0	$24,130
Subtotal Optional Task 10:	0	2	8	16	2	2	0	40	0	70	$17,530	$6,000	$6,000	$6,600	$0	$0	$24,130
TOTAL w/ Optional Task	**22**	**50**	**40**	**36**	**14**	**108**	**36**	**402**	**10**	**652**	**$171,468**	**$6,000**	**$6,000**	**$6,600**	**$500**	**$550**	**$178,618**

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.
5. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.

Woodard & Curran

City of Winters
Water Master Plan Update

Project Schedule

Tasks	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23
Task 1: Project Management										
Meetings and Communication (2)	X							X		
Project Administration										
Task 2: Data Gathering & Summary										
Review Existing Information and Identify Data Needs										
Task 3: Water Demands Evaluation										
3.1 Existing Water Demands										
3.2 Future Water Demands Projections										
Task 4: Hydraulic Model Updates										
Hydraulic Model Updates										
Task 5: System Capacity Evaluation										
System Capacity Evaluation						XX				
Task 6: Desktop Condition Assessment										
6.1 Wells										
6.2 Distribution System					XX					
Task 7: Groundwater Sustainability Assessment										
Groundwater Sustainability Assessment							XX			
Task 8: Drought Risk Assessment and Water Shortage Contingency Plan										
8.1 Drought Risk Assessment							XX			
8.2 Water Shortage Contingency Plan							XX			
Task 9: Master Plan Report										
9.1 Draft Master Plan Report								XX		
9.2 Final Master Plan Report										XX
[Optional[Task 10: Drinking Water Well CCTV										
Drinking Water Well CCTV							XX			

X **Meeting**
XX **Deliverable**

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:April 19, 2022

FROM: Kathleen Salguero Trepa, City Manager

SUBJECT: Resolution No. 2022-36 Appointing Members to the Climate Action Commission

RECOMMENDATION:
Adopt Resolution No. 2022-36 appointing members to the Climate Action Commission.

BACKGROUND:
On November 16, 2021, the City Council adopted Resolution No. 2021-77 creating the Climate Action Commission, establishing its mission, and setting forth membership and meeting requirements.

The City Clerk's Office advertised for applications for the commission on several occasions through the City website, in the City Manager's Friday Update and in the Winters Express. Over the course of several months, the City has received five applicants in order to seat the commission.

DISCUSSION:
Councilmembers Loren & Neu comprise the Council nominating ad hoc committee for the Climate Action Commission. Both councilmembers reviewed the applications and recommended that they be forwarded to the full City Council for appointment.

Senior Planner Kirk Skierski will staff the commission. Staff will coordinate a meeting schedule with the commissioners. Meetings are expected to begin in June to allow for sufficient advance notice to select a recurring monthly date.

Each Commissioner serves a 4-year term. In order for commissioner terms to stagger, staff randomly assigned two-year terms to two commissioners and four-year terms to

three commissioners as listed below. Following these initial terms, commissioner terms shall be four years in duration and expire June 30.

Name	Date Appointed	Term Expires
Ken Britten	April 19, 2022	June 30, 2026
Gar House	April 19, 2022	June 30, 2026
Patrick Wall	April 19, 2022	June 30, 2024
Woody Fridae	April 19, 2022	June 30, 2024
David Springer	April 19, 2022	June 30, 2026

FISCAL IMPACT:

None by this action. Staff time associated with supporting the Commission. Staff initiated projects for commission consideration will vary depending on the project scope and duration.

ATTACHMENT:

1. Commissioner Applications
2. Resolution 2022-36

Resolution No. 2022-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPOINTING MEMBERS TO THE CLIMATE ACTION COMMISSION

WHEREAS, on July 20, 2021, upon the adoption of the City of Winters Climate Action Plan, the City Council directed staff to proceed with the establishment of a Climate Action Commission; and

WHEREAS, on November 16, 2021, the City Council adopted Resolution No. 2021-44 formally establishing the Climate Action Commission, setting forth its mission, membership and meeting requirements; and

WHEREAS, staff has advertised for applicants to serve on the Climate Action Commission for several months, and has received five applicants from individuals interested in furthering the goals of the Climate Action Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters does hereby appoint the following individuals for the Climate Action Commission for the following terms, with each term ending June 30:

Ken Britten, 4 Years
Gar House, 4 Years
Patrick Wall, 2 Years
Woody Fridae, 2 Years
David Springer, 4 Years

DULY AND REGULARLY ADOPTED this 19th day of April, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Wade Cowan, Mayor

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

Received On:

RECEIVED
DEC 2021

CITY OF WINTERS
california
Est. 1875

Application for Appointment to City Board and Commissions

Application for: Climate Action Commission
(Name of Board/Commission – If applying for multiple positions please list in order of preference)

Name: David Springer

Home Address: [redacted] Winters, CA 95694

Home #: [redacted] Mobile #: [redacted] Are you at least 18 years old? Yes ☒ No

Email Address: [redacted]

Why do you wish to serve as a member of this board or commission?
Please see the attached.

Have you verified your ability to attend regular meetings as scheduled? Yes ☒

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
Winters Putah Creek Committee, 2006-2009	Winters Friends of the Library, Keep Winters Winters;
Valley Clean Energy Community Advisory Committee	Friends of Putah Creek; American Society of Heating,
	Refrigeration and Air Conditioning Engineers (ASHRAE)

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:
Please see the attached information and CV

Education (Include high school, college and/or university, and graduate study):
Graduate, C.K. McClatchy H.S. Sacramento (1964); BS, Biological Science, UC Davis, 1973 (see CV)

Do you have any interests or associations which might present a conflict of interest? Yes ☐ No ☒
Please explain:

David Springer
(Signature) (Type name if returning via e-mail or print and sign)

12/3/21
Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings.
Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694

Or email cityclerk@cityofwinters.org

SUPPLEMENTAL INFORMATION

Why I Want to Serve on the Climate Action Commission

I am changing my employment status at Frontier Energy to that of an hourly consultant at the end of the year and will have more time to contribute to the community. My continued involvement with Frontier Energy will keep me in the know on decarbonization, microgrids, and other new developments, and I can serve as a liaison to Valley Clean Energy. I am excited to help implement and update the Climate Action Plan and bring VCE programs that can advance Plan objectives to Winters residents, such as electric vehicle incentives, rebates for replacing furnaces with heat pumps, and other forthcoming programs.

Local Activities

- Member of Winters Friends of the Library since 2002
- Requested that the City Council consider a resolution to form the Winters Putah Creek Committee in 2006 and served as its Chair until 2009. Co-authored the Vegetation Management Plan.
- Member of the Friends of Putah Creek, advocating for preserving existing wildlife habitat and non-destructive restoration methods.
- Appointed to serve on the Valley Clean Energy Community Advisory Committee in 2016 and currently also serve on the Programs Task Group.
- Treasurer for *Keep Winters Winters.*

Relevant Experience

I and a colleague worked with Deb Niemeier's Technical Report to co-author the original draft of the Winters Climate Action Plan in 2015 as a pro-bono contribution to Winters by my former firm, Davis Energy Group (acquired by Frontier Energy in 2015). I attended Winters Climate Action Plan meetings as time permitted.

I have spent the past 40 years working as an engineer in the energy efficiency field. Over the past decade my passion for energy efficiency, renewables, and affecting climate change has found an outlet through conducting research funded by PG&E, the Energy Commission, and the Department of Energy, as a participant in the Statewide Utility Codes and Standards Enhancement Program, and recently as a VCE CAC member.

DAVID A. SPRINGER

EDUCATION

University of California Davis, B.S., 1973, Biological Science. Graduate studies in Environmental Toxicology and independent study in Mechanical Engineering.

EXPERIENCE

2017-Current **FRONTIER ENERGY INC.**

Principal Consultant (part time). Manage development of Title 24 energy code proposals and reports, collaborate on projects, participate in management and business development, and provide staff support.

2015-2017 **FRONTIER ENERGY INC.**

Vice President. Facilitated acquisition by GTI and Frontier Energy. Managed Davis Energy Group staff and projects through the transition.

1981-2015 **DAVIS ENERGY GROUP, INC.**

Co-Founder, Vice President, President. Responsible for management and oversight of all technical projects, including DEG's role as a team lead in the Department of Energy sponsored Building America program. Other project experience includes demand-side and renewables R&D projects, technology development and market transformation, mechanical design, commissioning, performance monitoring, energy standards, and emerging technology training.

1980 to 1981: **Solar Concept Development**

Research Engineer. Conducted research on site-built solar storage tanks, heat exchangers, and packaged component assemblies for a Department of Energy funded project.

1979 to 1980: **Sun Ray Solar Systems, Inc.**

Manager of Commercial Applications. Designed and managed commercial and large residential solar heating system installations.

1978 to 1979: **California Energy Commission**

Solar Energy Specialist I (part time). Managed contracts with five state agencies for the design and installation of solar heating equipment and for the comparative testing of solar water heaters. Provided technical support for the Testing and Inspection Program for Solar Equipment, the California Solar Tax Credit, and the emerging California Title 24 energy standards.

1974 to 1979: **Natural Heating Systems**

Founding principal of Northern California's first comprehensive solar contracting firm. Managed all phases of business including marketing, sales, design, estimating, and installation of solar water heating, space heating, and swimming pool heating systems. Negotiated sale to Sun Ray Solar Systems Inc.

1973 to 1974: **Town Planners**

Employed by Michael Corbett, developer of the Davis Village Homes sustainable community. Provided residential construction and solar heating system design and fabrication. Designed and built the first active solar space conditioning and water heating system in California.

PROFESSIONAL ACTIVITIES

Former board member, Northern California Solar Energy Association (founding) and Radiant Panel Association. ASHRAE member since 2000; voting member of ASHRAE TC 6.5 (Radiant Heating and Cooling); past voting member, SPC 152R. Member, California Technical Forum 2015-2019. Member, Valley Clean Energy Community Advisory Committee 2016 to present. Engineering juror for the 2011 U.S. Solar Decathlon and the 2012 European Solar Decathlon.

PAPERS & PUBLICATIONS

Springer, D. 1993. "Performance Evaluation of a Multi-Zone Variable Speed Heat Pump." Innovative Housing Conference, Vancouver, B.C.

Springer, D.A. R.C. Bourne. 1992. "The California Water Heating Project." Proceedings, 1992 ACEEE Summer Study.

Springer, D., F. Rohe. 1996. "Field Studies of Two-Speed and PV-Powered Pumps and Advanced Controls for Swimming Pools." Proceedings, 1996 ACEEE Summer Study.

Hoeschele, M., D. Springer. 1996. "Implementation and Operation of an Integrated Design Desert House." Proceedings, 1996 ACEEE Summer Study.

Springer, D. 1998. "Operating Characteristics of an Advanced Two-Stage Evaporative Cooler." Display presentation, 1998 ACEEE Summer Study.

Springer, D., G. Loisos, L. Rainer. 2000. "Non-Compressor Cooling Alternatives for Reducing Residential Peak Load." Proceedings, 2000 ACEEE Summer Study.

Springer, D. 2002. "Exploring Green Design Strategies in a California Production Home." Proceedings, First Annual International Green Building Conference. Austin, TX.

Lutz, J.D., G. Klein, D. Springer, B.D. Howard. 2002. "Residential Hot Water Distribution Systems: Roundtable Session. Proceedings." 2002 ACEEE Summer Study.

Griffiths, D., M. Zuluaga, D. Springer, R. Aldrich. 2004. "Insulation-Buried Attic Ducts: Analysis and Field Evaluation Findings." Proceedings, 2004 ACEEE Summer Study.

Springer, D., R. Hammon. 2004. "Marketing Zero Energy Homes to Production Builders." Proceedings, 2004 ACEEE Summer Study.

Springer, D., L.I. Rainer, W.L. Dakin. 2005. "Development and Testing of an Integrated Residential Night Ventilation Cooling System." ASHRAE Transactions, Vol. 111, Pt. 2.

Offerman, F. J. Robertson. T. Woo. D. Springer. S. Brennan. 2007. "Window Usage, Ventilation, and Formaldehyde Concentrations in New California Homes: Summer Field Study." Proceedings, ASHRAE IAQ 2007: Healthy and Sustainable Buildings. Baltimore, MD.

Springer, D. M. Eastment. B. Dakin. L. Rainer. E. Hancock. 2007. "Comparative Performance of Four Prototype Mechanical Systems in a Desert Climate." ASHRAE Transactions Vol. 114, Part 2. 2007.

Hoeschele, M. D. Springer. 2007. "Field and Laboratory Testing of Gas Tankless Water Heater Performance." ASHRAE Transactions Vo. 114, Part 2.

Springer, D., L. Rainer, M. Hoeschele. 2008. "HWSIM: Development and Validation of a Residential Hot Water Distribution System Model." Proceedings, 2008 ACEEE Summer Study.

Dakin, W., D. Springer, B. Kelly. 2008. "Case Study: The Effectiveness of Zero Energy Home Strategies in the Marketplace." Proceedings, 2008 ACEEE Summer Study.

Hoeschele, M., D. Springer. 2008. "Development of an Integrated Residential Humid Climate HVAC System." Proceedings, 2008 ACEEE Summer Study.

Springer, D. 2003. *Kicking the Air Conditioning Habit,* Home Energy, July/August 2003, pp. 24-29

Griffiths, D. M. Zuluaga, D. Springer. 2004. "Insulation Buried Attic Ducts: Analysis and Field Evaluation Findings. Proceedings, ACEEE Summer Study. Panel 1, Paper 11.

Hoeschele, M., D. Springer. 2005. *Tankless Option Improving,* Home Energy, July/August 2005

Springer, D. 2009. *Is There a Downside to High MERV Filters?* Home Energy, Nov/Dec 2009.

Backman, C., Dakin, B., Springer, D. 2010. "A Case Study in Reconciling Modeling Projections with Actual Usage". Proceeding of the 2010 ACEEE Summer Study on Energy Efficiency in Buildings.

Backman, C., A. German, B. Dakin, D. Springer. 2013. Air-to-Water Heat Pumps with Radiant Delivery in Low-Load Homes. Alliance for Residential Building Innovation, U.S. DOE Building America Program.

German, A., M. Hoeschele, D. Springer. 2014. "Maximizing the Benefits of Residential Pre-Cooling". Paper #768. Proceedings, 2014 ACEEE Summer Study on Energy Efficiency in Buildings.

Springer. D., M. Seitzler, C. Backman. 2014. "Using Solar Hot Water To Address Piping Heat Losses in Multifamily Buildings." Project report prepared under NREL Subcontract KNDJ-0-04340-00. Building America, Building Technologies Program, Office of Energy Efficiency and Renewable Energy, U.S. Department of Energy. Available electronically at http://www.osti.gov/bridge.

Springer, D., A. German. 2014. "Improving EER with Off-Peak Radiant Cooling". ASHRAE Transactions 2014. Summer conference paper #12871

Springer, D. A. German. 2015. "Implementing a Zero Energy Ready Home Multifamily Project". Project report prepared under NREL Subcontract KNDJ-0-04340-00. Building America, Building Technologies Program, Office of Energy Efficiency and Renewable Energy, U.S. Department of Energy. Available electronically from http://www.osti.gov/bridge.

Harrington, C., D. Springer. 2015. "Field Trial of an Aerosol-Based Sealing Technology." KNDJ-0-40340-05. Washington, DC; Building America Technologies Program, U.S. Department of Energy.

Narayan, V., D. Springer, A. Zarella, C. Harrington. 2020. "Detailed Field Tests of Large Diameter Shallow Bore Helical Ground Heat Exchanger." ASHRAE conference paper, Session 5.

Harrington et al. 2021. "Low-Cost, Large Diameter Shallow Ground Loops for Ground-Coupled Heat Pumps." California Energy Commission Report No. CEC-500-2021-009.

PATENTS

Modular Back Side Radiant Heating Panels, #5,131,458

Energy-saving Protected Roof Systems, #5,174,128

Combined Refrigerator Water Heater, #5,220,807

Night-storage Underfloor Cooling Systems, #5,542,260

Integrated Ventilation Cooling System, #7,398,821

System and Methods for Pre-cooling Buildings, #7,992,630

Integrated Heating, Ventilation, and Dehumidification System, #8,397,522 B2

AWARDS

ASHRAE Technical Symposium Paper Award, 2005
Radiant Panel Association Hall of Fame, 2008

Received On:
RECEIVED
JAN 2022

CITY OF WINTERS
california
Est. 1875

Application for Appointment to City Board and Commissions

Application for: Climate Action Commission
(Name of Board/Commission – If applying for multiple positions please list in order of preference)

Name: Gar House

Home Address: [redacted] Winters, CA 95694

Home #: _____ Mobile #: [redacted] Are you at least 18 years old? Yes ☒ No ☐

Email Address: [redacted]

Why do you wish to serve as a member of this board or commission?
TO assist, guide and prepare th City of Winters in confronting the complex, accelerating challenges of climate change. Importantly, embracing and implementing equitable, inclusive and sustainable pathways and policies should be a central consideration in our climate change adaptation strategies.

Have you verified your ability to attend regular meetings as scheduled? Yes ☒

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
Member of Climate Action Planning Committee for City of Winters - 2021	President, Rotary Club of Winters

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:
(1) Knowledge and passion to preserve our ecosystem services and life support systems.
(2) Desire to see Winters become a leader in addressing climate change challenges within Yolo County and, perhaps, regionally.

Education (Include high school, college and/or university, and graduate study):
PhD Ecology University of Georgia 1982

Do you have any interests or associations which might present a conflict of interest? Yes ☐ No ☒
Please explain: _____

(Signature) (Type name if returning via e-mail or print and sign)

January 6, 2022
Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings.
Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694

Or email cityclerk@cityofwinters.org

Received On:

RECEIVED
JAN 2022

CITY OF WINTERS
california
Est. 1875

Application for Appointment to City Board and Commissions

Application for: Climate Action Commission
(Name of Board/Commission – If applying for multiple positions please list in order of preference)

Name: Ken Britten

Home Address: [redacted] Winters, CA 95694

Home #: _____ Mobile #: [redacted] Are you at least 18 years old? Yes ☒ No ☐

Email Address: [redacted]

Why do you wish to serve as a member of this board or commission?
I'm passionate about the importance of the problem, and informed about the Winters Climate Action Plan.

Have you verified your ability to attend regular meetings as scheduled? Yes ☒

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
Vice-chair, Winters Climate Action Plan Development Board	Board member, Putah Creek Council
	Steering committee, West Winters Fire Safe Council

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:

Education (Include high school, college and/or university, and graduate study):
Corona del Mar HS, Newport Beach, CA, '76
BS in biology, Caltech, 1980
PhD in Neurobiology and Behavior, SUNY Stony Brook, 1987

Do you have any interests or associations which might present a conflict of interest? Yes ☒ No ☐
Please explain: I have applied for an at-large seat on the Yolo County Climate Commission, and couldn't do both at once. That decision should be made this month, I am told.

K K _____ 1/7/2022
(Signature) (Type name if returning via e-mail or print and sign) Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings.
Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694

Or email cityclerk@cityofwinters.org

Received On:
RECEIVED
MAR - 2 2022

CITY OF WINTERS
california
Est 1875

Application for Appointment to City Board and Commissions

Application for: CLIMATE ACTION COMMISSION
(Name of Board/Commission – If applying for multiple positions please list in order of preference)

Name: Patrick Wall

Home Address: [redacted] Winters, CA 95694

Home #: _____ Mobile #: [redacted] Are you at least 18 years old? Yes ☒ No ☐

Email Address: [redacted]

Why do you wish to serve as a member of this board or commission?
When I was a Boy Scout, years ago, I was taught that it's my patriotic duty to care for the land, water, and air of our planet. I still believe this. As world population grows, the matter becomes increasingly urgent.

Have you verified your ability to attend regular meetings as scheduled? Yes ☒

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
Natural Resources Commission, Winters	Sierra Club
	Tuleyome
	Nat'l Education Association

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:
I've been active in lobbying my union, the California Teachers Association, to re-think its pension investment strategies in light of a looming climate crisis.

Education (Include high school, college and/or university, and graduate study):
Westchester High School diploma, Los Angeles
UC Davis, B.S. in mathematics
Cal Poly, San Luis Obispo M.A. in English
UNLV (Las Vegas) PhD in English

Do you have any interests or associations which might present a conflict of interest? Yes ☐ No ☒
Please explain: _____

J. Patrick Wall
(Signature) (Type name if returning via e-mail or print and sign)

3-2-22
Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings.
Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided.
Member will be required to submit a Statement of Economic Interests upon appointment and annually there after.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694

Received On:

RECEIVED
JAN 2022

CITY OF WINTERS
california
Est. 1875

Application for Appointment to City Board and Commissions

Application for: Climate Action Commission
(Name of Board/Commission – If applying for multiple positions please list in order of preference)

Name: Woody Fridae

Home Address: [redacted] Winters, CA 95694

Home #: [redacted] Mobile #: [redacted] Are you at least 18 years old? Yes ☒ No ☐

Email Address: [redacted]

Why do you wish to serve as a member of this board or commission?
I would like to help the decision-making process of Winters to make decisions that will positively affect the climate and environment.

Have you verified your ability to attend regular meetings as scheduled? Yes ☒

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
City Council - 16 years / Mayor 4 years	Rotary 16 years
Yolo County Habitat Conservation Comm	Winters Area Edu. Assn. 35 years
Sustainable Cities Conference 6 years \ 4 years	CTA - 35 years

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:
~~I am~~ have closely studied climate issues and have helped designed my home to be energy efficient. I think my background and experience will ~~be~~ allow me to inform the process here in Winters

Education (Include high school, college and/or university, and graduate study):
Willits High School
Cal State Sonoma - BA
San Bernardino ~~Adm~~ Admin. Studies MA

Do you have any interests or associations which might present a conflict of interest? Yes ☐ No ☒
Please explain:

(Signature) *(Type name if returning via e-mail or print and sign)*

Date 1/20/22

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings.
Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694

Or email cityclerk@cityofwinters.org



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:April 19, 2022

FROM: Kathleen Salguero Trepa, City Manager

SUBJECT: Youth Day Parade Main Street Closure – April 30, 2022

RECOMMENDATION:
By motion, approve the parade route and street closure request associated with the Youth Day Parade for April 30, 2022.

BACKGROUND:
For 85 years, the Winters Community has hosted Youth Day in recognition of Winters' youth and civic engagement. Traditionally on the last Saturday in April, activities have varied through years, although historically, a parade down Main Street is the highlight. After a two-year hiatus due to the pandemic, Youth Day has returned.

DISCUSSION:
The Youth Day Committee is a separate non-profit organization. Youth Day celebrations are co-hosted by the City of Winters. The City does not charge fees to use City Park and the City historically has made a contribution of $2,500 to the Youth Day Committee, which staff processed again this year consistent with the adopted budget.

The Committee has submitted a street closure request to support the Youth Day Parade, which goes down Main Street from Cody Lane to First Street, and then the parade will turn left on First and left on Edwards, ending at Second Street. The closure would begin at 7 a.m. and would be lifted after the parade passes, generally by noon. Main Street closures require Council approval. The Committee has left flyers for the properties along the parade route and will post No Parking signs in advance to ensure the route is cleared of vehicles.

The Committee has also requested that Fourth Street be closed from Abbey to Main

Street to support activities planned at City Park throughout the day, which staff has approved.

FISCAL IMPACT:
Staff time associated with coordinating the parade route and public safety with the Youth Day Committee and supporting the event. Public Works employees stage and remove the barricades that are deployed along the route.

ATTACHMENT:
Street closure request, including proposed parade route.

CITY OF WINTERS
california
Est. 1875

City of Winters Request for Street Closure

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. If amplified sound will be used during this event, an additional permit is required. If this event includes a parade, a parade permit application is also required.

A request to close streets shall be filed with the Police and Public Works Department at least ten (10) business days prior to the date the street would be closed.

There shall be no closure of the following streets without council approval:

1. Main Street
2. Railroad Ave
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: Michael Sebastian, President	Organization: Winters Youth DAY
Address: Po Box 652, Winters CA 95694	Mailing Address: Po Box 652, Winters CA 95694
Telephone: 530 771-7606	Today's Date: 4/12/22
Streets Requested: Main, 4th, Emery, Haven, 1st	
Date of Street Closure: 4/30/22	Time of Street Closure: 8Am - Approx Noon
Description of Activity: Annual Winters Youth DAY Parade	
Services Requested of City: list of services given to City Hall Committee	

The undersigned, as the representative for the organization listed, agrees to take full responsibility for use of City premises and all individuals/parties/organizations participating in this event will hold the City of Winters, its employees, agents, volunteers and any other person, firm or corporation charged or chargeable with responsibility or liability, free and harmless from any and all claims, demands, damages, costs, expenses, loss of service, action and causes of action by any person or persons, for injuries to persons or loss or damages to property occasioned by or in connection with the use of the facilities, equipment or premises caused by any source whatsoever. I understand that it is unlawful to conduct any activity in violation of the permit provisions and may cause this reservation or the activity/event to be canceled at any time.

Michael J. Sebastian
Signature

4/12/22
Date

CITY OF WINTERS
california
Est. 1875

APPROVED:	City Council:	Date Approved:
	Public Works:	City Manager:
	Police Dept:	Fire Dept:

City of Winters Request for Street Closure

Please provide a listing of the names and signatures of people living on the street(s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

A paper No Parking notice was put on every house along the parade Route from W. Main & 128 to the parade end at First and Edwards Street. Notices were distributed on 4/10/22

84TH ANNUAL WINTERS YOUTH DAY PARADE

P.O. BOX 652
WINTERS, CA 95694
PARADE CHAIRMAN, MIKE SEBASTIAN
(530) 771-7606

ATTENTION

Residents of Main, Cody, Emery, Haven, Fourth, First, and Baker Streets:

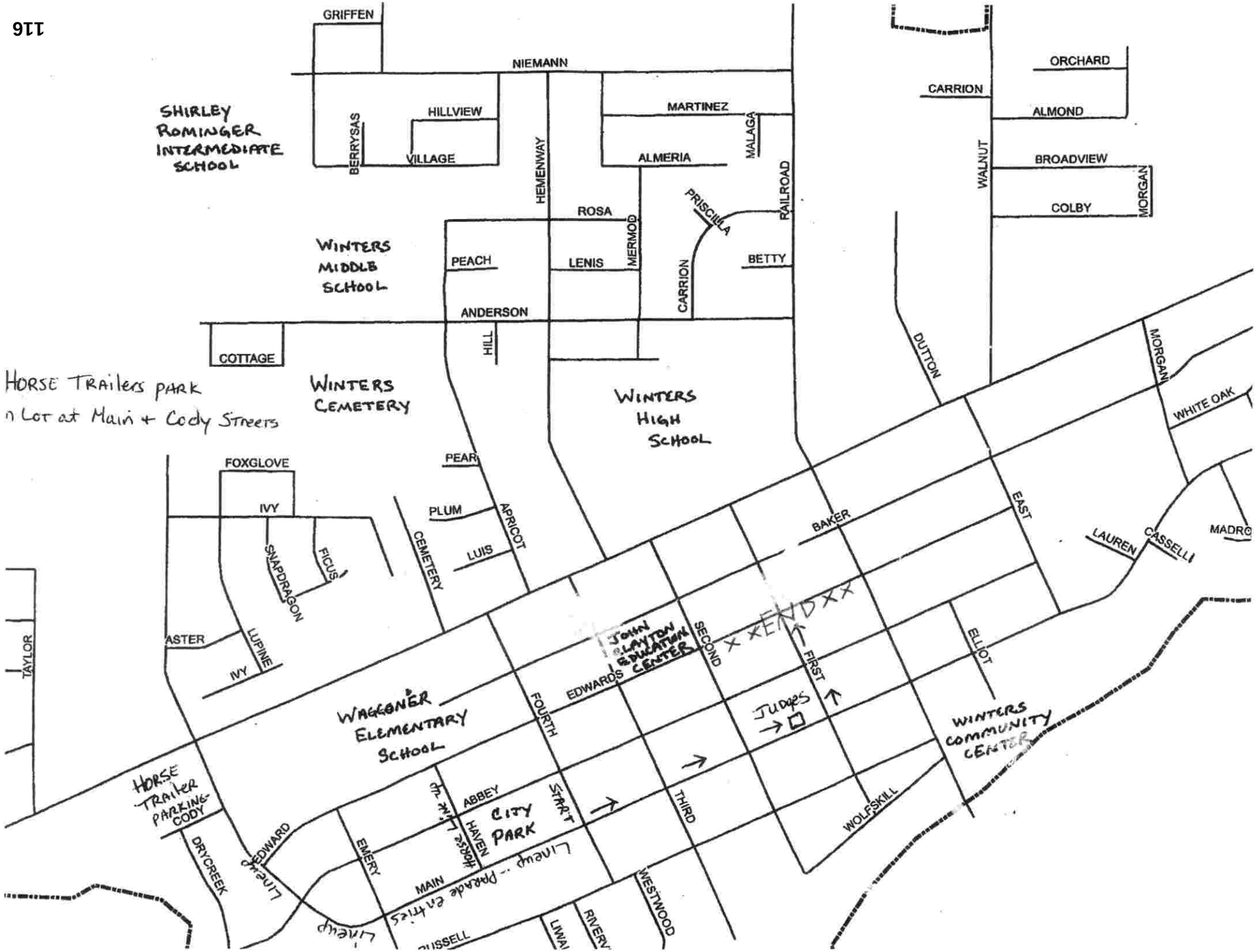
On Saturday, April 30, 2022, the City of Winters will celebrate the 84th Anniversary of Winters Youth Day with the annual parade and a day full of festivities.

This is to notify you that there will be **NO PARKING** along these streets from 8:00 a.m. to Noon on **SATURDAY, APRIL 30, 2022** to accommodate the parade line-up and route (see map on reverse side for parade route). Any vehicles left on the parade route will be **subject to removal** by the Winters Police Department

If there are any questions, please call Parade Chairman Mike Sebastian at 530-771-7606. Thank you for your continued support and cooperation!

See You at Youth Day!!!!!

The Winters Youth Day Committee


GRIFFEN
NIEMANN
SHIRLEY ROMINGER INTERMEDIATE SCHOOL
BERRYSAS
HILLVIEW
VILLAGE
HEMENWAY
MARTINEZ
ALMERIA
MALAGA
RAILROAD
PRISCILLA
ROSA
MERMOD
LENIS
PEACH
BETTY
CARRION
WINTERS MIDDLE SCHOOL
ANDERSON
COTTAGE
HILL
HORSE TRAILERS PARK
n Lot at Main + Cody Streets
WINTERS CEMETERY
WINTERS HIGH SCHOOL
ORCHARD
CARRION
ALMOND
WALNUT
BROADVIEW
COLBY
MORGAN
DUTTON
WHITE OAK
FOXGLOVE
IVY
PEAR
PLUM
APRICOT
LUIS
CEMETERY
SNAPDRAGON
FICUS
BAKER
EAST
LAUREN
CASSELLI
MADRO
TAYLOR
ASTER
LUPINE
IVY
JOHN F. LAYTON EDUCATION CENTER
SECOND
FIRST
ELLIOT
EDWARDS
FOURTH
WAGGONER ELEMENTARY SCHOOL
Judges
WINTERS COMMUNITY CENTER
HORSE TRAILER PARKING-CODY
ABBEY
CITY PARK
START
THIRD
WOLFSKILL
DRYCREEK
EDWARD
EMERY
HAVEN
HORSE LINE up
MAIN
Lineup - Parade entries
Lineup
WESTWOOD
RUSSELL
RIVERS

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:April 19, 2022

FROM: Kathleen Salguero Trepa, City Manager

SUBJECT: Reassignment of Two OES Grants Totaling $180,000 to Fund a Back-Up Generator at the Community Center and General Discussion Related to Deferred Maintenance of the Community Center

RECOMMENDATION:
By motion, approve reassigning two OES grants totaling $180,000 to fund a back-up generator at the proposed senior center to the Community Center, and provide feedback regarding deferred maintenance at the Community Center.

BACKGROUND:
In 2020 the City applied for two separate OES grants to fund the installation of emergency back up generator power for the proposed senior center. In the event both were approved, staff reasoned one could be reassigned to the Community Center. The senior center grant was for $80,000 and the Community Center grant is for $100,000. Neither grant is sufficient to fully fund the cost of preparing the electrical plans, and for the purchase and installation of the generator. In addition, the electrical panel at the Community Center would need to be upgraded to accommodate back up generator power. The $80,000 grant expires on October 31, 2022, and the $100,000 grant expires on December 31, 2022.

DISCUSSION:
Staff had previously proposed combining both grants to install a generator at the proposed senior center. However, the senior center project has been delayed as staff and the City's grant administrator work to close out the companion Blue Mountain Terrace project, which has included an audit of payments made to the developer Domus. Domus has indicated it needs to be compensated for the cost of preparing the plans for the senior center since it became ineligible to construct the center when the senior center was transferred to the City as a public works project. Staff has been working with the

grant administrator to document payments already made to Domus as part of securing the rights to the plans.

In the meantime, the OES grants will expire before the funds can be used to purchase and install a generator at the proposed senior center. Therefore, staff recommends that these grants be used to upgrade the electrical panel at the Community Center, and to purchase and install a generator at that location. The Community Center is a potential shelter site in the event of a disaster and serves as the central gathering hub for the community. OES staff have indicated that these grants can be allocated to the Community Center, subject to Council approval.

There are sufficient funds in the Park Development Impact Fee Fund to cover the cost of an emergency generator at the proposed senior center should the $4.2 million grant to construct the facility not cover those costs (a generator was not included in the original plans).

Community Center Deferred Maintenance

As Council and the community are aware, the Community Center is in need of significant investment to address extensive deferred maintenance in the kitchen, restrooms, patio area, and with the HVAC system and flooring. Before investing significant funds, it would be helpful to assess interest in maintaining the Community Center at this location for the long-term.

There are several available funding sources to invest in the Community Center.

Park & Recreation Capital: There is approximately $385,000 in this fund, which is dedicated to capital improvements related to park and recreation infrastructure. These funds could be used for repair and maintenance of the Community Center, for example, a new $4,000 compressor to fix the air conditioning system which just failed.

Park Development Impact Fee (DIF): In accordance with AB 1600, development impact fees are assessed against new development specifically to fund new or expanded facilities associated with a particular impact fee. The City of Winters approved development impact plan includes two specific projects for park impact fees: a Community Center and a sports park, which were estimated to cost $15 million for the sports park and $12 million for a new Community Center.

There is approximately $870,000 in the Park DIF Fund. These funds cannot be used for operations, maintenance or replacement amenities or facilities. However, new amenities at the existing Community Center might be an eligible use for Park DIF funding, such as a new commercial kitchen replacing the existing kitchen. In addition to supporting facility rentals, a new commercial kitchen could be rented out to support home cottage industries needing a commercial kitchen for a health permit to sell prepared foods, or to support cooking classes as part of a contract recreation program. Park DIF revenue could also be used to renovate the back patio area to incorporate a connection to the trestle bridge

creating a new reservable space as private entities begin to request the trestle bridge for events.

American Rescue Plan: The City will receive approximately $1.8 million in two tranches. The City received the first half in August of 2021. Funds must be encumbered by December 31, 2024, and fully expended by December 31, 2026. Given recent changes in the US Treasury rules for use of these funds, ARP revenue can be used as directed by Council. Staff continues to recommend that these funds be used for transformational one-time projects, particularly if those projects can promote increased revenue generation or stabilize escalating costs. This is the most flexible pot of one time use funding available to the City, and several projects have already been earmarked to fund technology improvements that improve City services and improvements to the paseo park downtown, as examples.

Staff has been preparing a broad estimate of costs associated with addressing the more critical repair needs at the Community Center and would appreciate some feedback from the community and City Council to prioritize staff efforts.

FISCAL IMPACT:

The OES grants total $180,000, which staff believes is sufficient to upgrade the electrical panel at the Community Center and install a generator for back up power. Any other projects that are deemed a priority would be brought back to the City Council with an estimated cost and specified funding source.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:April 19, 2022

THROUGH: Kathleen Salguero Trepa, City Manager

FROM: Megan Buche, City Engineer

SUBJECT: Resolution No. 2022-30 Approving Final Map No. 5173 and Public Improvement Agreement for Walnut Lane 10 Subdivision

RECOMMENDATION:
Staff recommends to the City Council:

1. Adopt Resolution 2022-30:
    a. Approving and authorizing the City Manager to execute the Public Improvements Agreement with Meritage Homes of California, Inc. (Meritage); and
    b. Approving the Subdivision Final Map #5173 for Walnut Lane 10 Subdivision, and rejecting from Meritage the onsite easement and roads on the final map at this time; and
    c. Accepting from Skreden Temporary Offsite Easements for (1) Interim Drainage Improvements and Access and (2) Emergency Vehicle Access on; and
    d. Authorizing the City Clerk to record the Public Improvement Agreement and Final Map with the County Recorder.

BACKGROUND:
Meritage is the developer for the Walnut Lane 10 Subdivision. Before Council is the Final Map for 54 single family lots, a Public Improvement Agreement, and the acceptance of two offsite temporary easements for (1) interim drainage improvements and access to said improvements and (2) emergency vehicle access, on property adjacent to the Walnut Lane

10 Subdivision owned by Skreden (the property is also known as the proposed "Farmstead Subdivision" or "Farmstead"). Meritage has furnished the City with the necessary documentation to complete the processing of the Final Map. The Public Improvement Agreement (Attachment 2) covers the utility infrastructure and roadway improvements and offsite drainage improvements that Meritage will construct.

DISCUSSION:

Final Map

On May 26, 2020, the Planning Commission recommended the City Council approve the Walnut Lane 10 Subdivision Tentative Map. On July 7, 2020, the City Council adopted Resolution 2020-21 approving the Walnut 10 Tentative Map.

Under Winters Municipal Code section 16.03.100, "At the time the city council approves the final map, it shall also accept, subject to improvement or reject any offer of dedication." Here, the City will reject the public roads and easements shown on the final map and offered by Meritage for dedication, but the City will reserve the right to accept Meritage's irrevocable offer of dedication of said public roads and easements at a later date. The City Engineer will recommend Council's acceptance of the public roads and easements depicted on the final map *after* the onsite improvements on Walnut Lane 10 have been completed and inspected. Upon acceptance, the City will become responsible for the maintenance of the public roads and easements.

Public Improvement Agreement

Under Winters Municipal Code Section 16.03.060(J), "In the event sewer, water, drainage, grading, paving or other improvements required pursuant to [Title 16 – Subdivisions] have not been completed prior to the presentation of the final map, a subdivision improvement agreement [must] be filed for the improvement thereof."

Offsite Temporary Drainage Easement and Temporary Emergency Vehicle Access Easement to be Granted by Skreden to the City

The original "Winters 71" project consists of two development projects covering 71 acres – Walnut Lane 10 Subdivision owned by Meritage and Farmstead 61 owned by Skreden. The projects are adjacent to each other and share a common boundary. (See Attachment 1, Exhibit B.)

The Walnut Lane 10 Subdivision project consists of 54 single family lots on approximately 10-acres of vacant land located northeast of E. Grant Avenue between Interstate 505 and Railroad Avenue. The Walnut Lane 10 Subdivision will be built first, and then the Farmstead Subdivision. The City will need access to two different areas of Skreden's property before the Farmstead Subdivision is constructed in order to inspect the interim drainage improvements and provide emergency response. City Council approval is required to accept the easements and attached is a Certificate of Acceptance that would be completed. (Attachment #1, Exhibit A)

Temporary Drainage Easement

A temporary drainage easement is proposed on the Skreden property to facilitate drainage from Walnut Lane 10 through the Skreden property. The drainage easement is necessary to discharge the collected storm water flows from the Walnut Lane 10 property to existing offsite drainage infrastructure with appropriate capacity. The temporary drainage easement will remain in place until the time that the Farmstead Subdivision is completed; or, if the Farmstead Subdivision is not completed, until such alternative drainage improvements are constructed to service the Walnut Lane 10 Subdivision. Since Meritage will construct the interim drainage improvements on Skreden's property, Skreden will grant Meritage a temporary construction easement.

Due to the approved project entitlements specified in the Mitigation Monitoring and Reporting Program (MMRP), the proposed drainage improvements, upon completion by Meritage and acceptance by the City, will be maintained by the City until the improvements associated with the Farmstead Subdivision are approved and installed. For this reason, Skreden will provide a temporary easement for the drainage improvements and gran the City access to maintain the drainage improvements on Skreden's property. Even though Meritage will be constructing the drainage improvements, the City Engineer and staff will need to access to Skreden's property in order to perform inspections. The proposed Public Improvement Agreement requires Meritage to "maintain all the Public Improvements [including the drainage improvements] in a state of good repair until they are completed by Meritage and approved and accepted by City."

Temporary Emergency Vehicle Access Easement

Additionally, Skreden will provide the City a temporary Emergency Vehicle Access (EVA) easement from E. Grant Avenue along the western boundary of Farmstead project. The EVA easement will provide secondary ingress/egress to the Walnut Lane 10 subdivision for emergency vehicles.

Staff therefore recommends the City Council approve Resolution 2022-30:

1. Approving and authorizing the City Manager to execute, the Public Improvements Agreement with Meritage Homes of California, Inc. (Meritage); and
2. Approving the Subdivision Final Map #5173 for Walnut Lane 10 Subdivision, and rejecting from Meritage the onsite easement and roads on the final map at this time; and
3. Accepting from Skreden Temporary Offsite Easements for (1) Interim Drainage Improvements and Access and (2) Emergency Vehicle Access on; and
4. Authorizing the City Clerk to record the Public Improvement Agreement and Final Map with the County Recorder.

.

FISCAL IMPACT:

The Developer will pay fees pursuant to the Public Improvement Agreement and Conditions of Approval. No City funds are impacted by this action.

ATTACHMENT(S):

1. Resolution 2022-30
    a. Certificate of Acceptance
    b. Offsite Drainage Easement & Offsite Emergency Vehicle Access Easement
2. Public Improvement Agreement
3. Final Map #5173
4. Approved Walnut Lane 10 Improvement Plans

Resolution No. 2022-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING FINAL MAP NO. 5173 AND PUBLIC IMPROVEMENT AGREEMENT FOR WALNUT LANE 10 SUBDIVISION

WHEREAS, Meritage Homes of California, Inc. (Meritage) is the master developer for the Walnut Lane 10 Subdivision; and,

WHEREAS, Meritage has requested recordation of the final map for the Walnut Lane 10 Subdivision; and

WHEREAS, the City Engineer has determined that the final map satisfies the requirements of the City's Subdivision Ordinance set forth in Title 16 of the Winters Municipal Code; and

WHEREAS, City staff has reviewed the final map and finds it to be in substantial conformance with the approved tentative map and technically correct; and

WHEREAS, Winters Municipal Code section 16.03.060(J) provides that if required sewer, water, drainage, grading, paving or other improvements have not been completed prior to the presentation of the final map, an improvement agreement must be filed for the improvements; and

WHEREAS, the City and Meritage desire to enter into a Public Improvement Agreement; and

WHEREAS, the City Council conducted a duly noticed public hearing on the adoption of this Resolution at which hearing the City Council provided members of the public an opportunity to comment and be heard, and considered any and all testimony and other evidence provided in connection with the adoption of the Resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters does hereby find, determine, resolve and order as follows:

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

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

a. Authorizes the City Manage to execute the Public Improvement Agreement with Meritage Homes of California, Inc.

b. Approves the Final Map No. 5173 for the Walnut Lane 10 Subdivision; and

c. Rejects the offer of dedication of all public roads and easements as shown on the Final Map No. 5173; and

d. Authorizes the City Clerk to record the Public Improvement Agreement and Final Map No. 5173 with the County Recorder.

e. The City Council hereby approves, and authorizes the City Manager to execute a Certificate of Acceptance, attached hereto as Exhibit A, for two temporary easements for drainage improvements and access, and emergency vehicle access, on a portion of the real property identified as APN: 038-050-018, as attached hereto as Exhibit B.

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

PASSED AND ADOPTED by the City Council of the City of Winters at its meeting held on April 5, 2022by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Wade Cowan, Mayor

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

Exhibit A
Certificate of Acceptance

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the easements dated _____, 2022, from _____ to the City of Winters, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Winters, pursuant to the authority conferred by Resolution No. ____, adopted by the City Council of the City of Winters on _____, ___, and the City of Winters consents to recordation thereof by its duly authorized officer.

Date:_____

CITY OF WINTERS

By: _____

Its: _____

Exhibit B

[insert temporary easements]

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO

City of Winters
318 First Street
Winters, CA 95694

A.P.N: 038-050-018 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY EASEMENT

The undersigned grantor(s) declare(s):

Documentary transfer tax is $0.00 City Transfer Tax:
( ) Unincorporated Area (X) City of Winters

(_____) computed on full value of property conveyed, or
(_____) computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **South Market Court Partnership, LP, a California limited partnership and Mark Skreden and Christine Skreden, Co-Trustees of the Mark and Christine Skreden Family Trust u/t/a dated September 21, 1999**

Hereby GRANT(S) to **the City of Winters, a municipal corporation**

A temporary non-exclusive easement, subject to the Termination Conditions set forth below, for drainage and operating, maintaining, repairing, reconstructing, replacing, and removing drainage facilities and access thereto as may be reasonably necessary ("**Drainage**") together with the right of ingress and egress for access on, over and across the land situated in the State of California, County of Yolo, City of Winters, described as follows ("**Easement**"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR DESCRIPTION
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR PLAT

Termination Conditions: the Easement granted herein shall terminate upon the earlier of:
(1) completion of improvements providing alternative means of Drainage for **APN 038-050-019**, or
(2) completion of subdivision infrastructure improvements to **APN 038-050-018**.

Dated: March 23, 2022

South Market Court Partnership, LP, a California limited partnership
By Sutter Commercial Properties, Inc., a California corporation, its General Partner

_____
Glenn W. Sorensen, Jr., President

The Mark and Christine Skreden Family Trust u/t/a dated September 21, 1999

_____
Mark Skreden, Trustee

_____
Christine Skreden, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Sacramento)

On March 28, 2022, before me,
Stephanie K. Clark, Notary Public, personally appeared ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

STEPHANIE K. CLARK
Notary Public - California
Sacramento County
Commission # 2277906
My Comm. Expires Feb 18, 2023

Stephanie K Clark
(SIGNATURE OF NOTARY)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form



EXHIBIT 'A'
LEGAL DESCRIPTION
DRAINAGE EASEMENT

Being a portion of the land as described in that certain Grant Deed recorded December 20, 2005 as Document No. 2005-0062943, Official Records of Yolo County, State of California, said Grant Deed herein after being referred to as "Grant Deed 1", situated within Fractional Section 22, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, City of Winters, County of Yolo, State of California, being described as follows:

COMMENCING at a point which is the northeast corner of the lands described in that certain Grant Deed recorded August 16, 1995 as Document No. 95-0017982, said point also being the northeast corner of Hills Subdivision as shown on that certain Map entitled "J. H. Hills Subdivision", recorded on October 3, 1888 in Book 44 of Deeds at Page 1, Official Records of Yolo County; thence from said **POINT OF COMMENCEMENT**, along the east line of said map, South 00°16'01" East, a distance of 140.74 feet to the **TRUE POINT OF BEGINNING**; thence from said **TRUE POINT OF BEGINNING**, leaving said easterly line and into said Grant Deed 1, East, a distance of 1761.10 feet to the east line of said Grant Deed 1; thence along said east line, South 00°04'48" East, a distance of 992.24 feet to a point on the southeast line of said Grant Deed 1 also being the northwest right-of-way line of State Highway 128; thence along said southeast line and northwest right-of-way line of State Highway 128, South 65°21'08" West, a distance of 43.98 feet; thence leaving said southeast line, into said Grant Deed 1, the following two (2) courses and distances:

1. North 00°04'58" West, a distance of 950.52 feet;
2. North 89°59'53" West, a distance of 1720.86 feet to a point on the east line of said Map and the west line of said Grant Deed 1;

Thence along said east line, North 00°16'01" West, a distance of 60.00 feet to the **TRUE POINT OF BEGINNING.**

Containing 3.29 acres, more or less.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

END OF DESCRIPTION

March 18, 2022

Andrew P. Tapley, PLS 9554

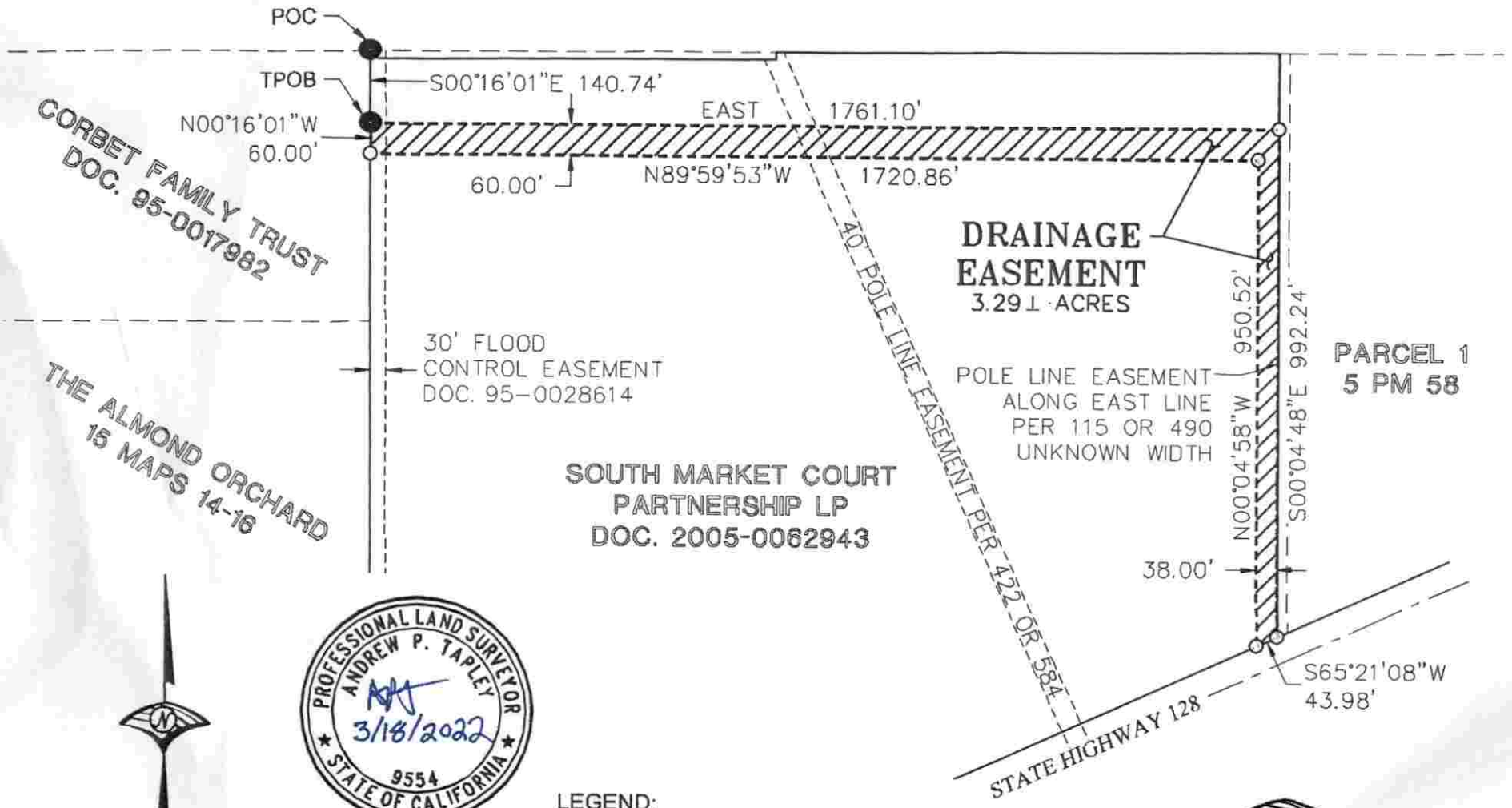


PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT 'B' PLAT TO ACCOMPANY DESCRIPTION

WALNUT LANE DRAINAGE EASEMENT

CITY OF WINTERS COUNTY OF YOLO STATE OF CALIFORNIA



PROFESSIONAL LAND SURVEYOR
ANDREW P. TAPLEY
3/18/2022
9554
STATE OF CALIFORNIA

0 150 300 600

SCALE: 1" = 300'

LEGEND:

MAPS	BOOK OF MAPS
POC	POINT OF COMMENCEMENT
PM	PARCEL MAP
TPOB	TRUE POINT OF BEGINNING

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST. BLDG. 100-B SACRAMENTO, CA 95816
TEL 916.341.7760 FAX 916.341.7767

MARCH 18, 2022 3563.002 SHEET 1 OF 1

ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this March 23 ,

2022 by Mark Skreden & Christine Skreden

(Seal)



Signature of Person Taking Acknowledgment

Title or Rank Assistant Community Manager

Serial Number (if any) 608543

Walnut Lane Drainage Easement

City of Winters 318 First Street, Winters, CA 95694

APN: 038-050-019

APN: 038-050-018

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO

City of Winters
318 First Street
Winters, CA 95694

A.P.N: 038-050-018 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY EASEMENT

The undersigned grantor(s) declare(s):

Documentary transfer tax is $0.00 City Transfer Tax:
( ) Unincorporated Area (X) City of Winters

(_____) computed on full value of property conveyed, or
(_____) computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **South Market Court Partnership, LP, a California limited partnership and Mark Skreden and Christine Skreden, Co-Trustees of the Mark and Christine Skreden Family Trust u/t/a dated September 21, 1999**

Hereby GRANT(S) to **the City of Winters, a municipal corporation**

A temporary non-exclusive easement, subject to the Termination Conditions set forth below, for emergency vehicle access ("**EVA**") including ingress and egress for police, fire and similar emergency personnel and their vehicles, on, over and across the land situated in the State of California, County of Yolo, City of Winters described as follows ("**Easement**"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR DESCRIPTION
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR PLAT

Termination Conditions: the Easement granted herein shall terminate upon the earliest of:
(1) completion of improvements providing alternative means of EVA for **APN 038-050-019**, or
(2) commencement of subdivision infrastructure improvements to **APN 038-050-018**.

Dated: March 23, 2022

South Market Court Partnership, LP, a California limited partnership
By Sutter Commercial Properties, Inc., a California corporation, its General Partner

_____
Glenn W. Sorensen, Jr., President

The Mark and Christine Skreden Family Trust u/t/a dated September 21, 1999

_____
Mark Skreden, Trustee

_____
Christine Skreden, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Sacramento)

On March 28, 2022, before me,
Stephanie K. Clark, Notary Public, personally appeared ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

STEPHANIE K. CLARK
Notary Public - California
Sacramento County
Commission # 2277906
My Comm. Expires Feb 18, 2023

Stephanie K. Clark
(SIGNATURE OF NOTARY)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

EXHIBIT 'A'
LEGAL DESCRIPTION
EMERGENCY VEHICLE ACCESS EASEMENT

Being a portion of the land as described in that certain Grant Deed recorded December 20, 2005 as Document No. 2005-0062943, Official Records of Yolo County, State of California, said Grant Deed herein after being referred to as "Grant Deed 1", situated within Fractional Section 22, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, City of Winters, County of Yolo, State of California, being described as follows:

COMMENCING at a point which is the northeast corner of the lands described in that certain Grant Deed recorded August 16, 1995 as Document No. 95-0017982, said point also being the northeast corner of Hills Subdivision as shown on that certain Map entitled "J. H. Hills Subdivision", recorded on October 3, 1888 in Book 44 of Deeds at Page 1, Official Records of Yolo County; thence from said **POINT OF COMMENCEMENT**, along the east line of said Map, South 00°16'01" East, a distance of 130.59 feet to the **TRUE POINT OF BEGINNING**; thence from said **TRUE POINT OF BEGINNING**, leaving said easterly line and into said Grant Deed 1, the following five (5) courses and distances:

1. South 75°45'10" East, a distance of 41.24 feet;
2. South 30°09'41" East, a distance of 19.07 feet;
3. South 14°54'14" West, a distance of 74.25 feet;
4. South 00°16'01" East, a distance of 1543.33 feet;
5. South 24°40'19" East, a distance of 138.27 feet to a point on the southeast line of said Grant Deed 1, also being the northwest right-of-way line of State Highway 128;

Thence along said southeast line and northwest right-of-way line of State Highway 128, South 65°21'08" West, a distance of 22.70 feet; thence leaving said southeast line and through said Grant Deed 1, North 24°40'19" West, a distance of 160.84 feet to the east line of said Map; thence along said east line and the west line of said Grant Deed 1, North 00°16'01" West, a distance of 1630.68 feet to the **TRUE POINT OF BEGINNING.**

Containing 1.22 acres, more or less.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

END OF DESCRIPTION

March 18, 2022

Andrew P. Tapley, PLS. 9554



PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

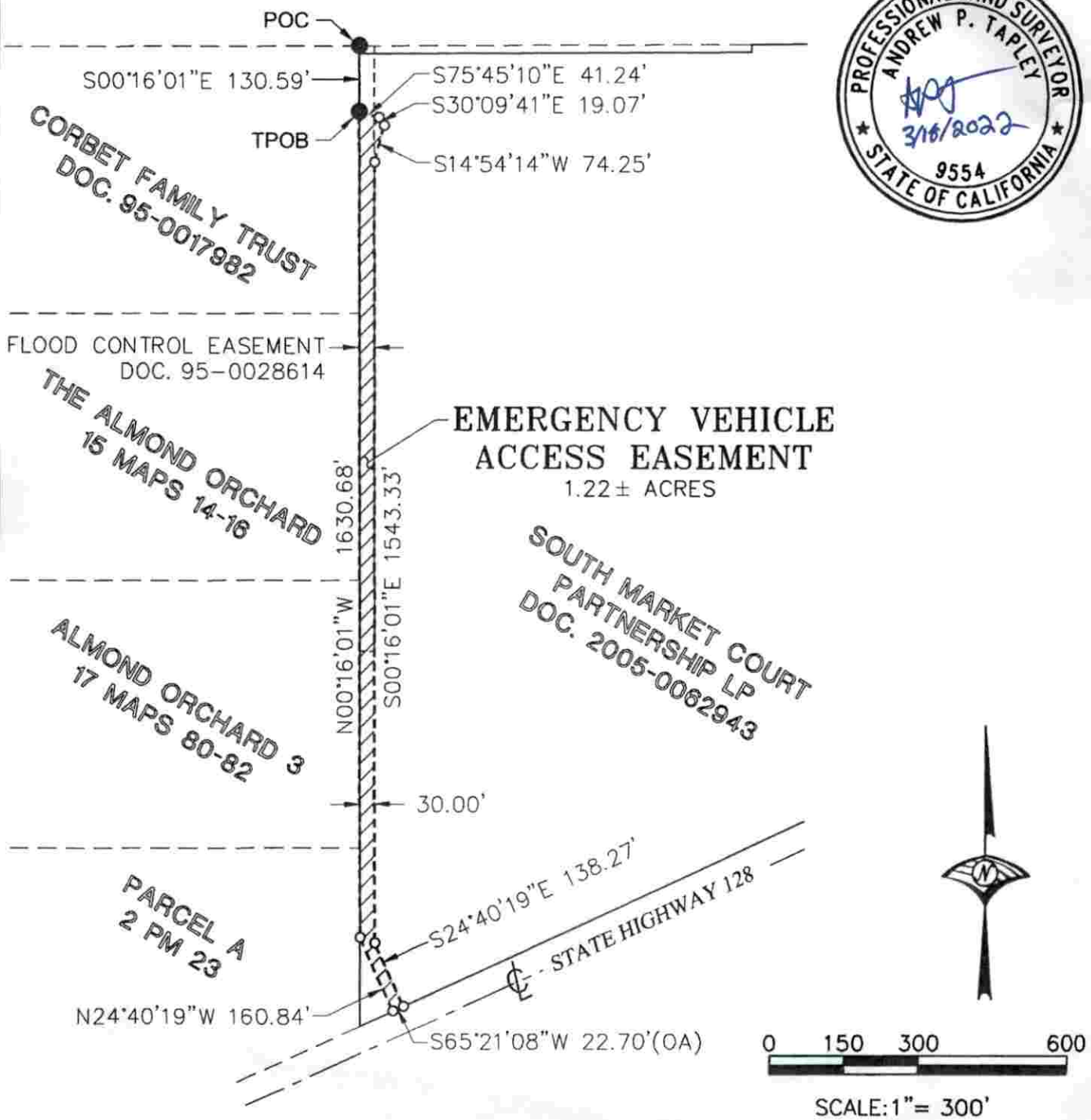
EXHIBIT 'B'

PLAT TO ACCOMPANY
DESCRIPTION

WALNUT LANE
EMERENCY VEHICLE ACCESS EASEMENT

CITY OF WINTERS
COUNTY OF YOLO STATE OF CALIFORNIA

PROFESSIONAL LAND SURVEYOR
ANDREW P. TAPLEY
3/18/2022
9554
STATE OF CALIFORNIA



LEGEND:

MAPS	BOOK OF MAPS
POC	POINT OF COMMENCEMENT
PM	PARCEL MAP
TPOB	TRUE POINT OF BEGINNING

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

MARCH 18, 2022 3563.002 SHEET 1 OF 1

ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this March 23,

2022 by Mark Skreden & Christine Skreden

(Seal)



Signature of Person Taking Acknowledgment

Title or Rank Assistent Community Manager

Serial Number (if any) 608543

Recording Requested by
and when Recorded return to:

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

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

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

PUBLIC IMPROVEMENT AND MAINTENANCE AGREEMENT

FINAL MAP #5173 FOR THE WALNUT LANE 10 SUBDIVISION

This Public Improvement and Maintenance Agreement ("AGREEMENT") is made and entered into this ____ day of _____, 2022 ("EFFECTIVE DATE") by and between the CITY OF WINTERS, a municipal corporation, hereinafter called ("CITY") and MERITAGE HOMES OF CALIFORNIA, a California Corporation, hereinafter called ("DEVELOPER"). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the "PARTIES" and singularly as "PARTY."

RECITALS

WHEREAS, DEVELOPER has presented to CITY a certain final map and improvement plans for the subdivision of land, for residential development ("PROJECT"), located within the corporate limits of the City, said map has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinance of CITY, and the tentative map of the subdivision previously approved by the Planning Commission of CITY and which fully describes and defines the property which is the subject of this Agreement; and

WHEREAS, the proposed subdivision of land is commonly known and described as the Walnut Lane 10 Subdivision and is hereafter called "the subdivision"; and

WHEREAS, DEVELOPER has requested approval of said final map prior to construction of all of the required improvements. Required improvements include but are not limited to the

following: streets, sidewalks, curbs, gutters, storm drainage facilities, public utility facilities, and other public improvements that are required by the Subdivision Map Act, the subdivision ordinances of CITY, the tentative map (and approvals given in connection therewith), and final grading plans, if any, approved by CITY. The foregoing improvements are hereinafter referred to as "the required improvements"; and

WHEREAS, The City Council, by the adoption of Resolution No. _____, incorporated herein by reference, has approved the final map of the subdivision and rejected all offers of dedication made in connection with such approval, but reserving the right to accept said irrevocable offer of dedication at a later date , subject to the condition precedent that DEVELOPER first enter into this public improvement and maintenance agreement with the CITY; and

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

AGREEMENT

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

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

2. **Inspection Fees**: The DEVELOPER shall pay to the CITY fees for inspecting the construction of the required public improvements in an amount equal to an initial deposit of Twenty-Five Thousand Dollars. Said fees in the amount of $25,000 has already been deposited by DEVELOPER at the time of this agreement.

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

the required public improvements may be drawn down from the initial $25,000 deposit, or any subsequent deposit as required by the CITY.

3. **Construction of Improvements**:

a. Except as otherwise provided below, DEVELOPER agrees to furnish, construct and install at DEVELOPER's sole cost and expense all the required public improvements as shown and approved on the improvement plans prepared by Wood Rodgers, dated March 10, 2020 ("IMPROVEMENT PLANS"), a copy of which is on file in the office of the City Engineer, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer. The IMPROVEMENT PLANS may be modified by the DEVELOPER as construction progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required public improvements is Three Million One Hundred Thirty-Five Thousand Nine Hundred Twenty-One Dollars($3,135,921.00).

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

c. DEVELOPER agrees that gas, electric, telephone and cable television utilities shall be provided via underground transmission facilities at no cost to CITY. DEVELOPER's cost of such facilities (excluding those costs to be paid by utility companies) shall be included in the amount of improvement securities required in Section 9 of this AGREEMENT.

4. **Conformance with Improvements Plans**:

a. All construction of the required public improvements shall conform with the IMPROVEMENT PLANS and shall comply with all applicable standards as required by the CITY's improvement standards, and shall be to the reasonable satisfaction of the City Engineer.

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

5. **Fulfillment of Conditions**: DEVELOPER shall fulfill all conditions of approval imposed by CITY's City Council, and incorporated herein by this reference, in accordance with CITY ordinances, and state law. Reimbursement to CITY of CITY staff time, costs, and expenses, including legal expenses, incurred in the processing, review, approval, inspecting and completion of the improvement and agreements therefore, is a specific condition of approval.

6. **Schedule For Construction**: Construction of all required public improvements shall be commenced by the DEVELOPER within one-hundred eighty (180) days of the Effective

Date and shall be completed within three hundred-sixty five (365) calendar days thereafter. At least fifteen (15) calendar days prior to the commencement of construction, the DEVELOPER shall notify the City Engineer, in writing of the date DEVELOPER shall commence construction, and shall provide the City Engineer with a construction schedule, in a form specified by the City Engineer, before beginning any work.

7. **Inspection and Access to Work:**

a. Except as otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the City Engineer. The City Engineer may observe the progress and quality of the work and determine, in general, if construction of the required public improvements is proceeding in accordance with the intent of the IMPROVEMENT PLANS. The City Engineer is not required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the City Engineer shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions, in conformance with this AGREEMENT.

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

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

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

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

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

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

g. Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the applicable government agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection is required by the governing agency, the DEVELOPER shall furnish such notice to the appropriate agency.

8. <u>Timeliness and Extension</u>:

a. Time is of the essence of this AGREEMENT. The dates for commencement and completion of the required public improvements may be extended as provided in this paragraph. The City Engineer may extend the dates due to delays in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquake, floods and conditions resulting

therefrom, or for other reasons beyond the control of the DEVELOPER. Extension of the dates for any other cause shall be made only by the City Council. Extension shall be granted only upon a showing of good cause by the DEVELOPER. The City Council shall be the sole and final judge as to whether sufficient good cause has been shown to warrant granting the DEVELOPER an extension.

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

c. In the event the CITY extends the time of commencement and/or completion of the work to be done under this AGREEMENT, such extension shall in no way release any guarantee or security given by the DEVELOPER pursuant to this AGREEMENT, or relieve or release those providing an improvement security pursuant to this AGREEMENT. Those individuals or entities providing improvement security for the PROJECT as specified in Paragraph 9 below shall be deemed to have expressly agreed to any such extension of time. Any such extension may be granted without notice to those entities or individuals providing improvement security to the DEVELOPER.

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

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

a. Improvement security in the sum of Three Million One Hundred Thirty-Five Thousand Nine Hundred Twenty-One Dollars ($3,135,921.00), which is equal to one hundred (100) percent of the total estimated cost of constructing the required public improvements, which estimated cost has been reviewed and approved by the City Engineer, and the cost of any other obligation to be performed by DEVELOPER under this AGREEMENT; and

b. Separate improvement security in the sum of One Million Five Hundred Sixty-Seven Thousand Nine Hundred Sixty Dollars and Fifty Cents ($1,567,960.50), which is

equal to fifty (50) percent of the estimated cost of constructing the required public improvements, securing payment to the contractor, subcontractor, and to persons furnishing labor, materials, or equipment to them for the construction of the required public improvements.

c. As part of the obligation guaranteed by the security and in addition to the face amount of the security, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing the obligation secured.

d. The type and form of the improvements security shall be in conformance with Chapter 5 of the Subdivision Map Act (Government Code section 66499.10) and shall be subject to the approval of the City Manager and City Attorney. No change, alteration, or addition to the terms of this Agreement or the improvement plans accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement, except as otherwise provided by the Subdivision Map Act. Security may be an instrument of credit or similar security from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, and said security document shall be subject to approval of the City.

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

a. Security given for faithful performance of any act or agreement may be released upon the performance of the act and final completion and acceptance by the City Council of the required work. Partial release of said security upon partial performance of the act or the acceptance of the work as it progresses may be made upon written authorization of the City Engineer following his inspection and approval of the required public improvements or work related thereto, and the approval of the City Council once each month. In any event, however, sufficient security in an amount equal to ten percent (10%) of the estimated cost of the required public improvements to be constructed, shall be retained for the guarantee and warranty of the constructed improvements and related work against any defective work or labor done, or defective materials furnished, and for the purpose of guaranteeing payment to the contractor, his subcontractors and to persons furnishing labor, materials or equipment, and the same shall be retained for one (1) year after completion and acceptance by the CITY of all required public

improvements and work related thereto. CITY is further not obligated to release any amount of security deemed reasonably necessary by CITY to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

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

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

12. As Built Drawings: DEVELOPER shall keep accurate records on a set of project mylar prints of all additions and deletions to the work, and of all changes in location, elevation, and character of the work, not otherwise shown or noted on the IMPROVEMENT PLANS. Prior to field acceptance of the work, all additions and deletions shall be transferred to mylars and two half size sets of prints. DEVELOPER shall deliver this "as built" information to the City Engineer for the Engineer's approval and retention along with an AutoCAD 2000 or later digital file of IMPROVEMENT PLANS submitted on Compact Disk.

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

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

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

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

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

(ii) AUTOMOBILE LIABILITY INSURANCE coverage in minimum limits of not less than One Million Dollars ($1,000,000) shall be required by DEVELOPER and/or DEVELOPER's contractors and sub-contractors hired to perform work on the PROJECT for owned, hired, leased, and non-owned autos.

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

15. **Certificates of Insurance**: Promptly upon execution of this AGREEMENT, and prior to commencement of any work, the DEVELOPER shall provide the CITY with certificates

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

16. **Indemnification and Hold Harmless**: DEVELOPER will indemnify, hold harmless and assume the defense of, in any actions of law or in equity, the CITY, its officers/elected officials, employees, agents, consultants, and elective and appointive boards from any and all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature, and description, directly or indirectly arising out of or in any way connected with performance under this AGREEMENT and/or construction of the required public improvements by the DEVELOPER, his contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the DEVELOPER, his contractor or any subcontractor. This indemnification and hold harmless provision shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the construction. Acceptance of insurance certificates required under this AGREEMENT does not relieve DEVELOPER from liability under this indemnification and hold harmless provision.

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

18.

a. **Maintenance of Public Improvements and Landscaping Prior to Acceptance by City**. CITY shall not be responsible or liable for the maintenance or care of the Public Improvements until CITY approves and accepts them. CITY shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of DEVELOPER at all times prior to CITY'S acceptance of the Public Improvements. DEVELOPER shall maintain all the Public

Improvements in a state of good repair until they are completed by DEVELOPER and approved and accepted by CITY.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to CITY; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. DEVELOPER shall cause the sweeping of streets to occur weekly at a minimum. DEVELOPER shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the director of, the City Engineer. It shall be DEVELOPER'S responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by CITY. If DEVELOPER fails to properly prosecute its maintenance obligation under this Section, CITY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of DEVELOPER and its surety under this Agreement. CITY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

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

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

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

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

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

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

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

22. Prevailing Wages:

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

b. DEVELOPER, on behalf of itself, its successors, and assigns, waives and releases CITY from any right of action that may be available to any of them pursuant to Labor Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, DEVELOPER acknowledges the protections of Civil Code Section 1542, which reads as follows:

> A general release does not extend to claims 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.

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

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

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

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

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

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

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

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

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

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

DEVELOPER: Meritage Homes of California
860 Stillwater Road, #200A
West Sacramento, CA 95605
Attn: Jeremy Goulart
Telephone: (916) 840-3550

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

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

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

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

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

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

a. If DEVELOPER owes CITY money as reimbursement of costs related to processing application to date, said reimbursement shall be paid prior to the EFFECTIVE DATE of this AGREEMENT. The current amount due as of March 22, 2022 is $14,124.

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

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

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

d. City Development Impact Fees: City of Winters Development Impact Fees in effect at the time of issuance of building permits shall be paid as follows: one-hundred percent (100%) of the Impact Fees shall be due at time of issuance of the building permits. Currently those fees are Water, Streets, Public Safety, Fire Protection, Wastewater, Parks and Recreation, General Government, Drainage, and Project Monitoring (General Plan).

e. Blank

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

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

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

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

33. **Disclaimer Of Liability**: In the event any claim, action or proceeding is commenced naming the CITY or its agents, officers/elected officials, and employees as defendant, respondent or cross defendant arising or alleged to arise from the CITY's approval of this PROJECT, the DEVELOPER shall defend, indemnify, and hold harmless the CITY or its agents, officers/elected officials and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul any approval of the CITY of Winters, the Winters Planning Commission, any advisory agency to the CITY and local district, or the Winters City Council. Project DEVELOPER shall defend such action at DEVELOPER's sole cost and expense which includes court costs and attorney fees. The CITY shall promptly notify the DEVELOPER of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the CITY from participating in the defense of any claim, action, or proceeding, if the CITY bears its own attorney fees and cost,

and defends the action in good faith. DEVELOPER shall not be required to pay or perform any settlement unless the settlement is approved by the DEVELOPER in good faith, and the settlement not direct or indirect cost on the CITY, or its agents, officers/elected officials, and employees, the Winters Planning Commission, any advisory agency to the CITY, local district and the Winters City Council. Notwithstanding anything in this AGREEMENT to the contrary, the foregoing shall not apply to any bona fide purchaser(s) from DEVELOPER following their acquisition of any parcel in the development project if the required improvements (for such purchasers' parcels) have been completed and accepted by the CITY.

34. **Certificates of Occupancy**: Except as otherwise provided in this AGREEMENT, permanent certificates of occupancy for the "PROJECT" shall not be issued until after completion, and acceptance by the City, of the required public improvements pursuant to the approved public IMPROVEMENT PLANS, provided however that the City may issue permanent certificates of occupancy for structures within the PROJECT if the City Engineer and Fire Chief determine, in their sole and absolute discretion, that DEVELOPER has completed such public improvements that provide the infrastructure and fire safety improvements as are necessary or appropriate to serve the structures for which such certificates of occupancy are requested, and the City Engineer and Fire Chief have each provided their determination in writing.

35. **Assignment or Transfer of Agreement**: DEVELOPER shall not assign, hypothecate or transfer, either directly or by operation of law, this AGREEMENT or any interest herein without prior written consent of City, which shall not be unreasonably withheld. Any attempt to do so shall be null and void, and any assignee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. In the event that CITY consents in writing to such an assignment, any assignee, hypothecatee or transferee shall expressly assume DEVELOPER's obligations hereunder by a written agreement in a form as is reasonably acceptable to CITY, and containing such security as required pursuant to this AGREEMENT.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

CITY OF WINTERS:

BY: _____
Kathleen S. Trepa, City Manager

DEVELOPER:

BY: _____
Jeramy Goulart,
VP Land Acquisition & Development

ATTEST:

_____
Kathleen S. Trepa, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

On 4/7/2022 (Date), 2022, before me, K RUIZ, NOTARY PUBLIC (Name And Title Of Officer (e.g. "Jane Doe, Notary Public")), Notary Public, personally appeared JEREMY GOULART (Name(s) of Signer(s)), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

K. RUIZ
COMM. # 2381402
SAN JOAQUIN COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
NOVEMBER 03, 2025

Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

OWNER'S STATEMENT

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP OF "SUBDIVISION MAP NO. 5173, WALNUT LANE 10" FOR RECORD, AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

WE, THE UNDERSIGNED, DO HEREBY IRREVOCABLY OFFER FOR DEDICATION INTO THE CITY OF WINTERS:

1. PUBLIC ROADS DESIGNATED ALMOND DRIVE, WALNUT LANE, OVERHOUSE DRIVE AND YOUNG DRIVE.

2. EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND 12.5 FEET IN WIDTH LYING CONTIGUOUS TO ALMOND DRIVE, WALNUT LANE, OVERHOUSE DRIVE AND YOUNG DRIVE AS SHOWN HEREON AND DESIGNATED "PUE" OR PUBLIC UTILITY EASEMENT".

PRIVATE EASEMENT RESERVATIONS:

1. PRIVATE DRAINAGE EASEMENT, 5.00 FEET IN WIDTH, FOR THE INSTALLATION AND MAINTENANCE OF SURFACE DRAINAGE AND UNDERGROUND PIPELINES TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS LOTS 1 THROUGH 14, FOR RECIPROCAL BENEFIT OF THE BEFORE MENTIONED LOTS AS SHOWN HEREON AND DESIGNATED "PDE" (PRIVATE DRAINAGE EASEMENT).

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO SUBSCRIBED ON THIS 14th DAY OF March, 2022.

MERITAGE HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION

BY: _____

NAME: Jeremy Goulart

TITLE: Vice President

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF Yolo) SS

ON 14th DAY OF March, 2022 BEFORE ME, Teri Flores, A NOTARY IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Jeremy Goulart

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

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

WITNESS MY HAND AND OFFICIAL SEAL _____

PRINTED NAME: Teri Flores

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: Placer

MY COMMISSION EXPIRES: 4/28/2023

MY COMMISSION No.: 2285339

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF "SUBDIVISION MAP NO. 5173, WALNUT LANE 10" AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL APPLICABLE CITY ORDINANCES AND ALL CONDITIONS OF APPROVAL HAVE BEEN COMPLIED WITH.

DATE: 4/7/2022 _____

KATHLEEN S. TREPA
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF WINTERS

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION NO. 5173, WALNUT LANE 10", AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WINTERS, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

DATE: 4/7/2022 _____

~~ALAN L. MITCHELL, PE, RCE 52898~~ MEGAN BUCHE, PE, RCE 82398
CITY ENGINEER, CITY OF WINTERS

COUNTY TAX COLLECTOR'S STATEMENT

I, THE UNDERSIGNED, TAX COLLECTOR AND REDEMPTION OFFICER OF YOLO COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS PROPERTY NOR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS' RESOLUTION NO 89-168, I DO HEREBY CERTIFY ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THEIR NAME TO BE SUBSCRIBED ON THIS _____ DAY OF _____, 2022.

_____ BY: _____
KRISTINE HARDING, DEPUTY
COUNTY TAX COLLECTOR OF YOLO COUNTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JAMES R. CORBETT. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BY APRIL 30, 2024; AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR
DENNIS L. BARBER
No. 8067
STATE OF CALIFORNIA

_____
DENNIS L. BARBER
P.L.S. 8067

3/11/22
DATE

CITY CONSULTANT'S STATEMENT

I, THE CITY'S CONSULTANT LAND SURVEYOR, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF "SUBDIVISION MAP NO. 5173, WALNUT LANE 10" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

DATE: 3/29/2022 _____

ANDREW KLINSTIVER III, LS 7182

PROFESSIONAL LAND SURVEYOR
ANDREW KLINSTIVER III
No. 7182
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT AT ITS REGULARLY SCHEDULED MEETING OF APRIL __, 2022, THE CITY COUNCIL OF THE CITY OF WINTERS APPROVED THIS MAP OF "SUBDIVISION NO. 5173, WALNUT LANE 10", AND AT THE TIME REJECTED, ON BEHALF OF THE PUBLIC, THOSE PUBLIC ROADS AND EASEMENTS SHOWN HEREON AND OFFERED FOR DEDICATION HEREON, BUT RESERVE THE RIGHT TO ACCEPT SAID IRREVOCABLE OFFER OF DEDICATION AT A LATER DATE.

THE ABANDONMENT LISTED HEREON PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE IS HEREBY APPROVED.

DATE: 4/7/2022 _____

~~ASHLEY R. BUSSART~~ KATHLEEN S. TREPA
CITY CLERK
CITY OF WINTERS

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ M. IN BOOK _____ OF MAPS, AT PAGES _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

_____
JESSE SALINAS
COUNTY CLERK-RECORDER
YOLO COUNTY, CALIFORNIA

BY: _____
DEPUTY

FINAL MAP OF
SUBDIVISION NO. 5173

WALNUT LANE 10

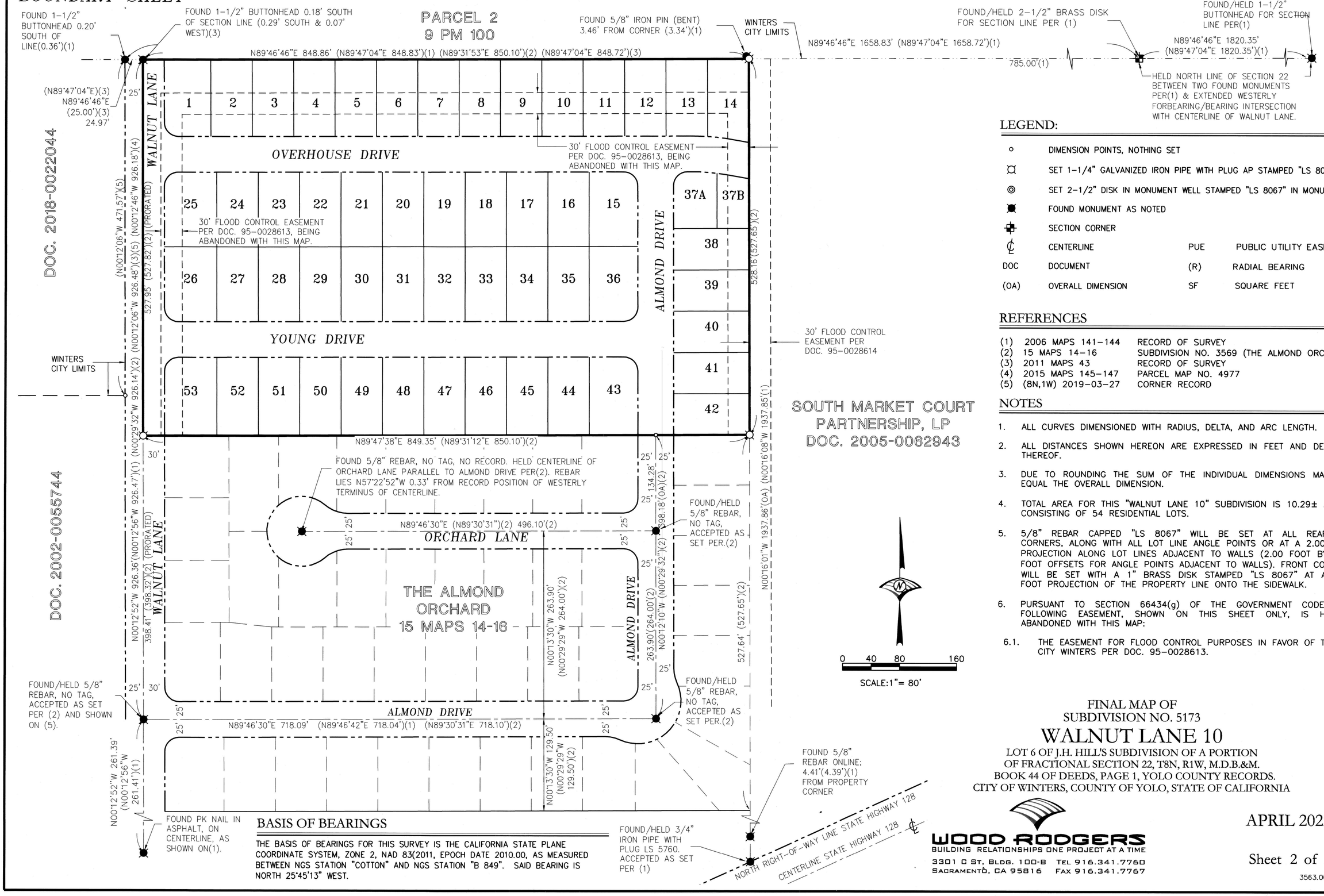
LOT 6 OF J.H. HILL'S SUBDIVISION OF A PORTION
OF FRACTIONAL SECTION 22, T8N, R1W, M.D.B.&M.
BOOK 44 OF DEEDS, PAGE 1, YOLO COUNTY RECORDS.
CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

APRIL 2022

3563.004

BOUNDARY SHEET



LEGEND:

○	DIMENSION POINTS, NOTHING SET		
⌑	SET 1-1/4" GALVANIZED IRON PIPE WITH PLUG AP STAMPED "LS 8067"		
◎	SET 2-1/2" DISK IN MONUMENT WELL STAMPED "LS 8067" IN MONUMENT WELL		
■	FOUND MONUMENT AS NOTED		
⊕	SECTION CORNER		
℄	CENTERLINE	PUE	PUBLIC UTILITY EASEMENT
DOC	DOCUMENT	(R)	RADIAL BEARING
(OA)	OVERALL DIMENSION	SF	SQUARE FEET

REFERENCES

(1)	2006 MAPS 141-144	RECORD OF SURVEY
(2)	15 MAPS 14-16	SUBDIVISION NO. 3569 (THE ALMOND ORCHARD)
(3)	2011 MAPS 43	RECORD OF SURVEY
(4)	2015 MAPS 145-147	PARCEL MAP NO. 4977
(5)	(8N,1W) 2019-03-27	CORNER RECORD

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "WALNUT LANE 10" SUBDIVISION IS 10.29± ACRES, CONSISTING OF 54 RESIDENTIAL LOTS.
5. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENT, SHOWN ON THIS SHEET ONLY, IS HEREBY ABANDONED WITH THIS MAP:

6.1. THE EASEMENT FOR FLOOD CONTROL PURPOSES IN FAVOR OF THE CITY WINTERS PER DOC. 95-0028613.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83(2011, EPOCH DATE 2010.00, AS MEASURED BETWEEN NGS STATION "COTTON" AND NGS STATION "B 849". SAID BEARING IS NORTH 25°45'13" WEST.

FINAL MAP OF
SUBDIVISION NO. 5173

WALNUT LANE 10

LOT 6 OF J.H. HILL'S SUBDIVISION OF A PORTION
OF FRACTIONAL SECTION 22, T8N, R1W, M.D.B.&M.
BOOK 44 OF DEEDS, PAGE 1, YOLO COUNTY RECORDS.
CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA

WOOD RODGERS
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3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

APRIL 2022

PARCEL 2 9 PM 100

WEST LINE OF 50' COUNTY ROAD PER 44 DEEDS 1

DOC. 2018-0022044

DOC. 2002-0055744

WINTERS CITY LIMITS

SOUTH MARKET COURT PARTNERSHIP, LP
DOC. 2005-0062943

CURVE TABLE – THIS SHEET ONLY			
No.	Radius	Delta	Length
C1	275.00'	10°26'39"	50.13'
C2	275.00'	3°08'03"	15.04'
C3	275.00'	7°18'35"	35.08'
C4	19.50'	90°00'00"	30.63'
C5	325.00'	10°26'39"	59.24'
C6	325.00'	6°37'03"	37.54'
C7	325.00'	3°49'35"	21.70'
C8	300.00'	10°26'39"	54.69'

LINE TABLE – THIS SHEET ONLY		
No.	Bearing	Length
L1	N79°45'31"W	25.77'

RADIAL BEARING TABLE THIS SHEET ONLY	
No.	Bearing
R1	N07°06'25"E(R)

30' FLOOD CONTROL EASEMENT PER DOC. 95-0028614

0 25 50 100

SCALE:1"= 50'

FINAL MAP OF
SUBDIVISION NO. 5173

WALNUT LANE 10

LOT 6 OF J.H. HILL'S SUBDIVISION OF A PORTION
OF FRACTIONAL SECTION 22, T8N, R1W, M.D.B.&M.
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Sacramento, CA 95816 Fax 916.341.7767

APRIL 2022

3563.004

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

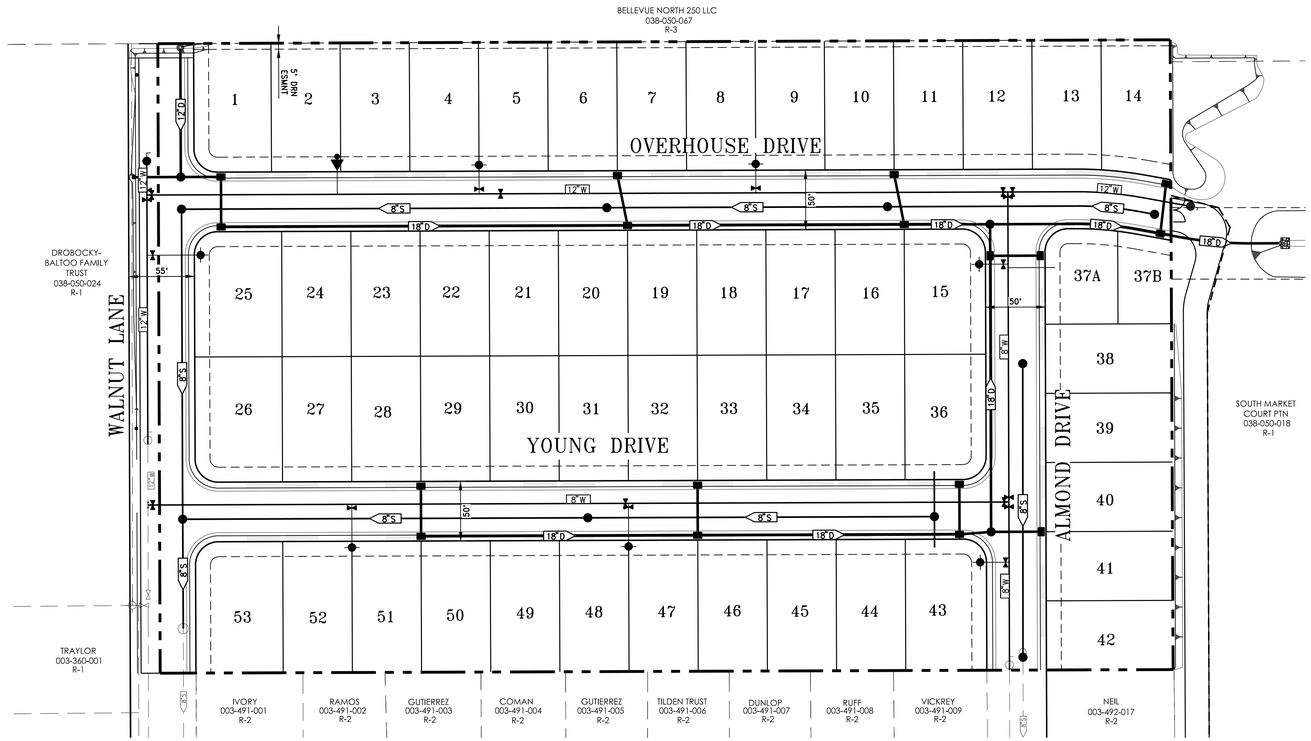
IMPROVEMENT PLANS FOR

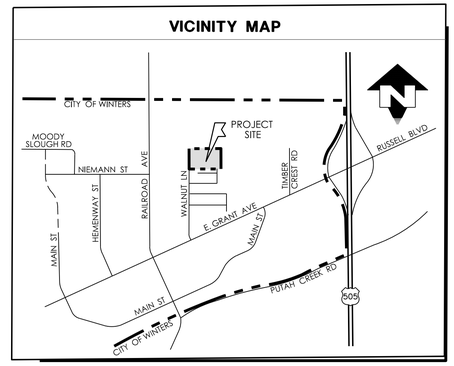
WALNUT LANE 10

CITY OF WINTERS CALIFORNIA

SHEET INDEX

SHT	DWG	NAME
1	TS-1	TITLE SHEET
2	GN-1	GENERAL NOTES & DETAILS
3	SD-1	STREET SECTIONS & DETAILS
4	PP-1	WALNUT LANE PLAN & PROFILE
5	PP-2	OVERHOUSE DRIVE PLAN & PROFILE
6	PP-3	YOUNG DRIVE PLAN & PROFILE
7	PP-4	ALMOND DRIVE PLAN & PROFILE
8	GR-1	GRADING PLAN
9	GR-2	OFFSITE GRADING & EVA PLAN
10	WP-1	WATER PLAN
11	ST-1	STREET LIGHT LOCATION AND SIGNING & STIPING PLAN
12	SL-1	STREET LIGHT DETAILS
13	ER-1	EROSION & SEDIMENT CONTROL NOTES & DETAILS
14	ER-2	EROSION & SEDIMENT CONTROL PLAN
15	ER-3	OFFSITE EROSION & SEDIMENT CONTROL PLAN
16	S-1	STRUCTURAL NOTES & TYPICAL DETAILS
17	S-2	RETAINING WALL DETAILS



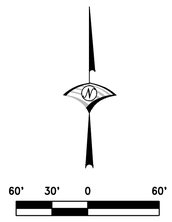


LEGEND

PROPOSED		EXISTING
	SEWER SERVICE	
6"S	SEWER LINE	6"S
	SEWER MANHOLE	
12"D	STORM DRAIN	12"D
	DRAIN MANHOLE	
	DROP INLET	
8"W	WATER MAIN	8"W
8"W	WATER W/RESTRAINED JOINTS	8"W
6"RCW	RECYCLED WATER MAIN	6"RCW
	WATER GATE VALVE	
	WATER SERVICE	
	LOCATING WIRE STATION	
	AIR RELEASE VALVE	
	BLOW OFF ASSEMBLY	
	FIRE HYDRANT ASSEMBLY (FULLY RESTRAINED)	
	R.P. BACKFLOW PREVENTER	
	STREET LIGHT	
JT JT JT	JOINT TRENCH	JT JT JT
	CONSTRUCTION FENCING	
	SILT FENCING	
	IRRIGATION SLEEVE	
	ELECTRICAL CONDUIT	
	SIDEWALK RAMP	
	SLOPE, PER GRADING PLAN	
2.0%	SLOPE	2.0%
350	CONTOURS	350
P=94.7	PAD GRADE	P=94.7
95.87	CENTERLINE GRADE	95.8
92.4	BACK OF WALK OR TBC GRADE	92.4
	STREET SIGN	
	SIGN	

ABBREVIATIONS:

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE PAVEMENT
ARV	AIR VACUUM RELIEF VALVE
BC	BEGIN CURVE
BM	BENCH MARK
BVC	BEGIN VERTICAL CURVE
BOW	BACK OF WALK
BOV	BLOWOFF VALVE
CL	CENTER LINE
CONST	CONSTRUCT
CLR	CLEAR
CR	CURB RETURN
CT	COURT
C&G	CURB AND GUTTER
D	STORM DRAIN
DI	DROP INLET
DIP	DUCTILE IRON PIPE
DTL	DETAIL
DR	DRIVE
(E)	EAST
EC	END CURVE
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EX	EXISTING
EXIST	EXISTING
EVC	END OF VERTICAL CURVE
FH	FIRE HYDRANT
FL	FLOW LINE
FOW	FACE OF WALK
GR	GRATE
GB	GRADE BREAK
HP	HIGH POINT
HDPE	HIGH DENSITY POLYETHYLENE
HORZ	HORIZONTAL
INTX	INTERSECTION
SS	SEWER HOUSE SERVICE
INV	INVERT
JP	JOINT POLE
JS(D)	DRAIN JUNCTION STRUCTURE
JT	JOINT TRENCH
(L)	LEFT
LF	LINEAR FEET
LP	LOW POINT
LSE	LANDSCAPE EASEMENT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
(N)	NORTH
PCC	POINT OF COMPOUND CURVE
PI	POINT OF INTERSECTION
PIVC	POINT OF INTX VERTICAL CURVE
PL	PROPERTY LINE
PP	POWER POLE
PUE	PUBLIC UTILITY EASEMENT
R=	RADIUS
RCP	REINFORCED CONCRETE PIPE
RCW	RECLAIMED WATER
PRC	POINT OF REVERSE CURVATURE
(R)	RIGHT
RW	RIGHT-OF-WAY
(S)	SOUTH
S	SANITARY SEWER
SE	SANITARY SEWER EASEMENT
SHT	SHEET
STA	STATION
SW	SIDEWALK
T	TANGENT
TBC	TOP BACK OF CURB
TBW	TOP BACK OF WALK
TYP	TYPICAL
TP	TELEPHONE POLE
TW	TOP OF WALL
VERT	VERTICAL
(W)	WEST
W	WATER MAIN



OWNER/DEVELOPER:
MERITAGE HOMES
MR. JON CAKUS
860 STILLWATER ROAD #200A
WEST SACRAMENTO, CA 95605
(925) 543-4058

CIVIL ENGINEER:
WOOD RODGERS, INC.
3301 C STREET, BLDG. #100-B
SACRAMENTO, CALIFORNIA 95816
MICHAEL MOTRONI, PRINCIPAL-IN-CHARGE
(916) 326-5115
MMOTRONI@WOODRODGERS.COM
CARLOS CONTRERAS, SENIOR ENGINEER
(916) 440-8736
CCONTRERAS@WOODRODGERS.COM

GEOTECHNICAL REVIEW

THESE PLANS HAVE BEEN REVIEWED BY THE UNDERSIGNED RELATIVE TO GEOTECHNICAL ASPECTS OF THE PLANS AND HAVE BEEN FOUND TO BE IN CONFORMANCE WITH INTENTIONS OF THE FINDINGS AND RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL REPORT BY WALLACE KUHL & ASSOCIATES, DATED AUGUST 16, 2021.

Michael M. Watari — GE No. 2675 — 12/31/2023
GEOTECHNICAL ENGINEER — REG. NO. — EXP. DATE

STATE WATER RESOURCES CONTROL BOARD

WDID: 5S57C394027

AGENCY REVIEW

CITY OF WINTERS

ACCEPTED BY:

CITY ENGINEER — 3/15/2022 DATE

UTILITY REPRESENTATIVES

UTILITY	REPRESENTATIVES		PHONE
U.S.A.	–	–	800-227-2600
GAS	PG&E	LEW BLEVINS	530-661-5662
ELECTRICITY	PG&E	LEW BLEVINS	530-661-5662
TELEPHONE	AT&T	HEATHER BENDER	707-258-5142
WATER	CITY OF WINTERS	ERIC LUCERO	530-681-1529
SEWER	CITY OF WINTERS	ERIC LUCERO	530-681-1529
DRAINAGE	CITY OF WINTERS	ERIC LUCERO	530-681-1529
CABLE TELE	CHARTER COMM	BARRY EGAN	916-375-5614
FIRE	CITY OF WINTERS	ART MENDOZA	530-794-6800

EARTHWORK

	CUT (CY)	FILL (CY)	NET (CY)
ROUNDED RAW EARTHWORK	19,000	11,000	8,000 STOCKPILE

WOOD RODGERS — REGISTERED PROFESSIONAL ENGINEER — MICHAEL P. MOTRONI — No.73891 Exp.6/30/2023 — CIVIL — STATE OF CALIFORNIA

DATE: 03/10/2022

REVISIONS NO.	DESCRIPTION	ENGR INIT	CITY APPROVAL BY	DATE
1				

BENCHMARK ELEV. 130.154
DESCRIPTION: NGS POINT B 849 (NAVD 88) APPROX 68.9' EAST OF THE CENTERLINE OF RAILROAD AVE. 48.9' NORTHEAST OF A POWER LINE POLE 40.4' EAST OF A ROW OF TREES, 21.0' EAST OF THE WESTERN TWO CONCRETE HEAD WALLS AND 4.9' NORTH OF A CARSONITE WITNESS POST.

SCALE: H: AS SHOWN V: NA

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: M.CONTRERAS DATE: JUNE 2021
DESIGNED BY: A. FISCHLIN R.C.E. NO. 84954 DATE: 3/31/22
CHECKED BY: C. CONTRERAS R.C.E. NO. 63680 DATE: 9/30/22

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 VERNON STREET ROSEVILLE, CA 95678
TEL 916.341.7760 FAX 916.341.7767

IMPROVEMENT PLANS FOR:
WALNUT LANE 10
TITLE SHEET

DWG. NO. TS-1
SHEET 1 OF 17

J:\3000-s\3563.002_Winters_Corbett_OA\Civil\Dwg\C01-TS01-C10.dwg 3/14/2022 1:56 PM Marisol Contreras

GENERAL NOTES:

1. CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF WINTERS STANDARD SPECIFICATIONS AND DETAILS, LATEST REVISION, UNLESS STATED OTHERWISE IN THE PLANS AND SPECIFICATIONS. ALL REFERENCES TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS SHALL REFER TO CURRENT EDITION OF THE CALTRANS STANDARD SPECIFICATIONS. ATTENTION IS ALSO DIRECTED TO THE STANDARD DRAWINGS CONTAINED IN THE CURRENT EDITION OF THE CALTRANS STANDARDS PLANS, WHICH, WHEN APPLICABLE, ARE INCLUDED IN THESE DRAWINGS AND REFERENCED BY PLATE OR STANDARD PLAN NUMBER.

2. CITY OR ENGINEER, AS USED ON THESE PLANS AND NOTES, REFERS TO THE CITY ENGINEER FOR THE CITY OF WINTERS, ACTING DIRECTOR, OR AN AUTHORIZED REPRESENTATIVE APPOINTED BY THE CITY ENGINEER.

3. PUBLIC SAFETY AND TRAFFIC CONTROLS SHALL BE PROVIDED IN ACCORDANCE WITH CITY REQUIREMENTS AND AS DIRECTED BY THE ENGINEER. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.

4. ALL FIELD STAKING SHALL BE DONE BY OR UNDER THE DIRECTION OF A CIVIL ENGINEER OR LAND SURVEYOR LICENSED WITH THE STATE OF CA, AT THE EXPENSE OF THE CONTRACTOR. SURVEY CONTROL ESTABLISHED BY DESIGN ENGINEERS SHOWN ON THIS SHEET DT1 ARE AVAILABLE FOR USE BY THE CONTRACTOR.

5. PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF THE IMPROVEMENTS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT" AT (800) 227-2600 TWO (2) DAYS MINIMUM TO FOURTEEN (14) DAYS MAXIMUM BEFORE ANY EXCAVATION IS STARTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF SUCH UTILITIES AND REPAIR OF ANY DAMAGE.

6. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXACT LOCATIONS OF ALL EXISTING UTILITIES. PRIOR TO EXCAVATION, CONTRACTOR SHALL VERIFY BY POTHOLING, THE TYPES, LOCATIONS, SIZES AND DEPTH OF EXISTING UTILITIES WITHIN THE WORK AREA. IN THE EVENT THE CONTRACTOR DISCOVERS UTILITIES IN CONFLICT WITH THE WORK REQUIRED BY THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND UTILITY OWNER IN WRITING. THE UTILITY COMPANIES AND CONTACTS ARE:

PACIFIC GAS & ELECTRIC CO.
242 NORTH WEST STREET
WOODLAND, CA. 95695
(530) 661-5662
CONTACT: LEW BLEVINS

CHARTER COMMUNICATIONS
1031 TRIANGLE COURT
WEST SACRAMENTO, CA. 95605
(916) 375-5614
CONTACT: BARRY EGAN

YOLO COUNTY COMMUNICATIONS
35 NORTH COTTONWOOD STREET
WOODLAND, CA. 95695-6609
(530) 666-8096
CONTACT: BRUCE ANDREOZZI

SBC CALIFORNIA
40 EXECUTIVE COURT
NAPA, CA. 94558
(707) 258-3702
CONTACT: GARY LAWRENCE

CITY OF WINTERS
PUBLIC WORKS DEPT.
318 FIRST STREET
WINTERS, CA. 95694
(530) 681-1529
CONTACT: ERIC LUCERO

7. CONTRACTOR IS RESPONSIBLE FOR PRESERVATION AND/OR PERPETUATION OF ALL EXISTING MONUMENTS WHICH CONTROL SUBDIVISIONS, TRACTS, BOUNDARIES, STREETS, HIGHWAYS, OR OTHER RIGHTS-OF-WAY, EASEMENTS, OR PROVIDE SURVEY CONTROL WHICH WILL BE DISTURBED OR REMOVED DUE TO CONTRACTOR'S WORK. CONTRACTOR SHALL PROVIDE A MINIMUM OF TEN (10) WORKING DAYS NOTICE TO ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS. ENGINEER SHALL COORDINATE WITH CONTRACTOR TO RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 8771.

8. CONTRACTOR SHALL MAINTAIN ADEQUATE DUST CONTROL PER CALTRANS STANDARD SPECIFICATIONS, SECTION 10.

9. NO CONSTRUCTION SHALL BE PERFORMED BETWEEN OCTOBER 15 AND MAY 1 WITHOUT A CITY-APPROVED SEDIMENT AND EROSION CONTROL PLAN TO PREVENT SOIL EROSION. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE CITY OF WINTERS TECHNICAL GUIDANCE MANUAL FOR STORM WATER QUALITY AND CONTROL MEASURES.

10. INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF SIGNIFICANT EROSION AND SILTATION ENTERING FROM THE STORM DRAIN SYSTEM, NATURAL DRAINAGE COURSES AND/OR INTRUDING UPON ADJACENT ROADWAYS AND PROPERTIES. WINTERIZATION AND EROSION CONTROL SHOWN ON THESE PLANS IS INTENDED AS A GUIDE. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER. THIS RESPONSIBILITY SHALL APPLY THROUGHOUT THE COURSE OF CONSTRUCTION UNTIL ALL DISTURBED AREAS HAVE BEEN RESTORED AND BECOME STABILIZED AND SHALL NOT BE LIMITED TO WET WEATHER PERIODS.

11. ALL EXISTING TRAFFIC SIGNS NOT IN CONFLICT WITH CONSTRUCTION TRAFFIC HANDLING SHALL BE TEMPORARILY RESET AS NEEDED TO MAINTAIN APPROPRIATE VISIBILITY AND FUNCTION,THOUGHOUT CONSTRUCTION. ANY SIGNS LOST OR DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT THEIR EXPENSE AS DIRECTED BY THE ENGINEER.

ADDITIONAL GRADING NOTES:

1. APPLICANT SHALL CONTACT THE CITY ENGINEER PRIOR TO BEGINNING CONSTRUCTION FOR A PRE-CONSTRUCTION MEETING.

2. GRADING SHALL NOT OCCUR WHEN WIND SPEED EXCEEDS 20 MPH OVER A ONE HOUR PERIOD, CONSTRUCTION VEHICLE SPEED ON UNPAVED ROADS SHALL NOT EXCEED 15 MPH, AND CONSTRUCTION EQUIPMENT AND ENGINES SHALL BE PROPERLY MAINTAINED.

3. POTENTIALLY WINDBLOWN MATERIALS SHALL BE WATERED OR COVERED.

4. CONSTRUCTION AREAS AND STREETS SHALL BE WET SWEPT.

5. ALL INACTIVE PORTIONS OF THE CONSTRUCTION SITE THAT HAVE BEEN GRADED SHALL BE SEEDED AND WATERED UNTIL VEGETATION GROWS.

6. TARPAULINS OR OTHER EFFECTIVE COVERS SHALL BE USED FOR HAUL TRUCKS.

7. CONSTRUCTION PRACTICES SHALL MINIMIZE VEHICLE IDLING.

8. RETAINING WALL CONSTRUCTION AT EXTERIOR PROPERTY LINES SHALL OCCUR AS FIRST ITEM OF WORK. CITY INSPECTOR SHALL APPROVE PROJECT SCHEDULE FOR RETAINING WALL CONSTRUCTION.

12. ALL CONSTRUCTION AREA TRAFFIC CONTROL SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE FULL DURATION OF THE PROJECT. ALL CONSTRUCTION AREA TRAFFIC CONTROLS SHALL CONFORM TO THE APPROVED TRAFFIC CONTROL PLAN. ALL TEMPORARY PAINTED MARKINGS THAT ARE TO BE REMOVED SHALL BE SANDBLASTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR FURNISHING, INSTALLING, AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND PROVIDE FOR THE PROPER AND SAFE ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC AT ALL TIMES DURING THE PERFORMANCE OF THE WORK.

13. CONTRACTOR SHALL COORDINATE WITH AND NOTIFY ALL AGENCIES THAT MAY BE AFFECTED BY LANE CLOSURES. THESE AGENCIES SHALL INCLUDE BUT NOT BE LIMITED TO POLICE DEPARTMENT, FIRE DEPARTMENT, DEPARTMENT OF PUBLIC WORKS, BUS AND TRANSIT (REGIONAL, PUBLIC AND SCHOOL) AGENCIES.

14. IF ARCHAEOLOGICAL ARTIFACTS, EXOTIC ROCK (NON-NATIVE), OR UNUSUAL AMOUNTS OF SHELL OR BONE ARE UNCOVERED DURING ANY ON-SITE CONSTRUCTION ACTIVITIES, ALL WORK ON THE AREA SHALL STOP IMMEDIATELY AND THE ENGINEER NOTIFIED. A QUALIFIED ARCHAEOLOGIST SHALL BE RETAINED TO EVALUATE THE DEPOSIT(S). IF THE DISCOVERY CONSISTS OF HUMANS REMAINS, THE CITY AND CALIFORNIA NATIVE AMERICAN HERITAGE COMMISSION SHALL ALSO BE CONTACTED AT (916) 653-4082. WORK IN THE AREA MAY ONLY RESUME AFTER AUTHORIZATION IS GRANTED BY THE CITY.

15. UTILITY INFORMATION SHOWN ON THE PLANS WAS COMPILED FROM DATA PROVIDED BY THE UTILITY OWNERS, AND THE LOCATIONS, AS SHOWN, ARE APPROXIMATE. OTHER UTILITIES NOT SHOWN ON THE PLANS MAY ALSO EXIST. PRIOR TO COMMENCING CONSTRUCTION, THE ACTUAL DIMENSIONS, SIZES, MATERIALS, LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION OR POTHOLING WILL REVEAL THE EXACT DIMENSIONS, SIZES, MATERIALS, LOCATIONS AND DEPTH OF UNDERGROUND UTILITIES.

16. ADJACENT PROPERTY LINES WHERE SHOWN ARE APPROXIMATE AND ARE PROVIDED FOR GENERAL REFERENCE ONLY.

17. FOR ALL TRENCH EXCAVATIONS THAT ARE FIVE FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE STATE OF CALIFORNIA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH. PRIOR TO BEGINNING ANY SUCH EXCAVATION, A COPY OF THIS PERMIT SHALL BE PROVIDED TO THE CITY AND BE CONSPICUOUSLY LOCATED ON THE CONSTRUCTION SITE AT ALL TIMES.

18. UNLESS OTHERWISE DESIGNATED ON THE PLANS, NO TREES SHALL BE REMOVED, PRUNED, OR CUT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY.

19. LIMITED SUBSURFACE INVESTIGATIONS HAVE BEEN PERFORWED IN THE AREA OF THE PROJECT TO SUPPORT PROJECT DESIGN. THE RESULTS ARE AVAILABLE IN THE GEOTECHNICAL REPORT PREPARED BY BLACKBURN CONSULTING. THE CITY DOES NOT REPRESENT THAT THE REPORTS SHOW THE CONDITIONS THAT WILL ACTUALLY BE ENCOUNTERED BY THE CONTRACTOR IN PERFORMING THE WORK. THE CITY REPRESENTS ONLY THAT THE REPORTS SHOW THE CONDITIONS OBTAINED. THE INFORMATION MADE AVAILABLE IS FURNISHED ONLY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION AND ASSUMES NO RESPONSIBILITY AS TO ITS INTERPRETATION. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR DEDUCTIONS AND CONCLUSIONS MADE REGARDING SUBSURFACE CONDITIONS IN AREAS COVERED BY THE REPORTS.

20. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN AT LEAST ONE SET OF AS-BUILT PRINTS WHICH ARE READILY AVAILABLE TO THE ENGINEER. THE FINAL AS-BUILT PRINTS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FINAL PAYMENT.

21. CONSTRUCTION WATER SHALL BE PROVIDED BY THE CONTRACTOR. CONTRACTOR SHALL OBTAIN A NO FEE CONSTRUCTION WATER PERMIT FROM THE CITY.

22. CONTRACTOR SHALL HAVE ALL TIE-IN POINTS EXPOSED AND PREPARED WITHIN THE PORTION OF THE WATER SYSTEM TO BE SHUTDOWN PRIOR TO HAVING THE CITY PERFORM A TEMPORARY SHUTDOWN ON THAT PORTION OF THE SYSTEM.

ADDITIONAL NOTES AND CONDITIONS:

23. EXISTING PUBLIC AND PRIVATE FACILITIES DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE REPAIRED BY THE DEVELOPER, AT HIS SOLE EXPENSE, TO THE SATISFACTION OF THE CITY ENGINEER.

24. OCCUPANCY SHALL NOT OCCUR UNTIL ON-SITE AND OFF-SITE IMPROVEMENTS HAVE BEEN ACCEPTED BY THE CITY COUNCIL AND THE CITY HAS APPROVED AS-BUILT DRAWINGS. APPLICANTS, AND/OR OWNERS SHALL BE RESPONSIBLE TO SO INFORM PROSPECTIVE BUYERS, LESSEES, OR RENTERS OF THIS CONDITION.

25. ACCESS TO EXISTING HOUSE WEST OF THE PROJECT SITE SHALL BE MAINTAINED AT ALL TIMES, AND A TRANSITION TO THEIR EXITING DRIVEWAY SHALL BE PROVIDED WITH WALNUT LANE STREET IMPROVEMENTS.

MITIGATION MEASURE N-1 NOTES:

1. CONSTRUCTION ACTIVITY ON THE SITE SHALL BE LIMITED TO WEEKDAY DAYTIME HOURS (7:00 A.M. TO 6:00 P.M.) AND NO WEEKEND WORK UNLESS APPROVED BY THE CITY 48 HOURS IN ADVANCE. NO CONSTRUCTION ACTIVITY IS ALLOWED ON SUNDAYS AND NATIONAL HOLIDAYS.

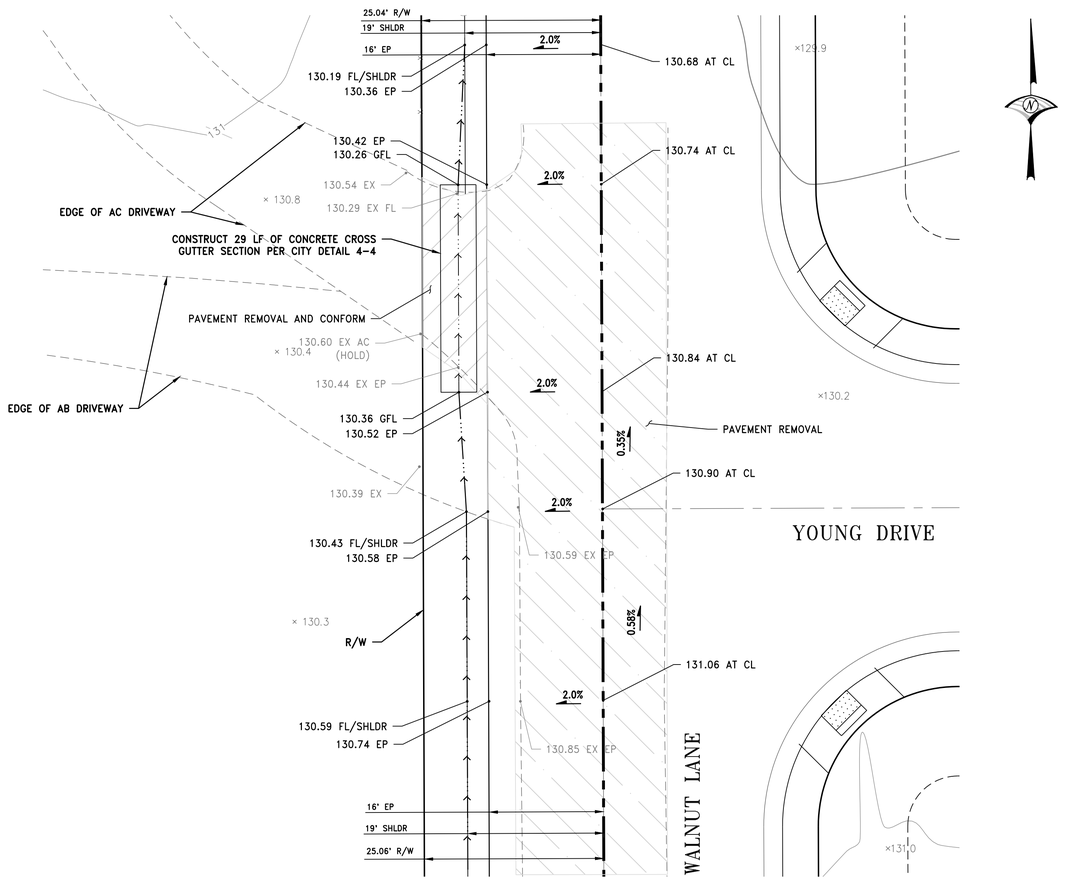
2. ALL NOISE-PRODUCING PROJECT EQUIPMENT AND VEHICLES USING INTERNAL-COMBUSTION ENGINES SHALL BE EQUIPPED WITH MUFFLERS, AIR-INLET SILENCERS WHERE APPROPRIATE, AND ANY OTHER SHROUDS, SHIELDS, OR OTHER NOISE-REDUCING FEATURES IN GOOD OPERATING CONDITION THAT MEET OR EXCEED ORIGINAL FACTORY SPECIFICATIONS. MOBILE OR FIXED "PACKAGE" EQUIPMENT (E.G., AIR COMPRESSORS) SHALL BE EQUIPPED WITH SHROUDS AND NOISE-CONTROL FEATURES THAT ARE READILY AVAILABLE FOR THAT TYPE OF EQUIPMENT.

3. ALL MOBILE OR FIXED NOISE-PRODUCING EQUIPMENT USED ON THE PROJECT SITE THAT ARE REGULATED FOR NOISE OUTPUT BY A FEDERAL, STATE, OR LOCAL AGENCY SHALL COMPLY WITH SUCH REGULATIONS WHILE IN THE COURSE OF PROJECT ACTIVITY.

4. MATERIAL STOCKPILES AND MOBILE EQUIPMENT STAGING, PARKING, AND MAINTENANCE AREAS SHALL BE LOCATED CENTRALLY OR IN THE NORTHEASTERN PORTION OF THE SITE AND BE AS FAR AS PRACTICABLE FROM NOISE-SENSITIVE RECEPTORS (ADJACENT RESIDENTIAL USES). MATERIAL STOCKPILES AND STAGING AREAS SHALL BE INDICATED ON PROJECT PLANS PRIOR TO ISSUANCE OF GRADING AND BUILDING PERMITS.

5. CONSTRUCTION SITE AND ACCESS ROAD SPEED LIMITS SHALL BE ESTABLISHED AND ENFORCED DURING THE CONSTRUCTION PERIOD. SPEED LIMITS SHALL BE NOTED ON PROJECT PLANS PRIOR TO ISSUANCE OF GRADING AND BUILDING PERMITS.

6. THE USE OF NOISE-PRODUCING SIGNALS, INCLUDING HORNS, WHISTLES, ALARMS, AND BELLS, SHALL BE FOR SAFETY WARNING PURPOSES ONLY. IMPLEMENTED THROUGHOUT ALL GRADING AND CONSTRUCTION ACTIVITIES.



EXISTING DRIVEWAY CONFORM SCALE 1"=10'

WOOD RODGERS NOTES:

1. WOOD RODGERS, INC. HAS EXERCISED A REASONABLE AND ACCEPTABLE STANDARD OF CARE IN THE PREPARATION OF THESE PLANS. HOWEVER, THE DESIGN PROCESS INCLUDES ACTIVITIES OCCURRING AFTER PLAN SIGNATURE. THESE ACTIVITIES INCLUDE CALCULATION, PLAN CHECK, AND VERIFICATIONS DURING CONSTRUCTION. SHOULD PERSONS OTHER THAN WOOD RODGERS, INC. PERFORM THE CONSTRUCTION STAKING OPERATIONS, THEY SHALL INDEMNIFY WOOD RODGERS, INC. FROM ANY DAMAGES RESULTING FROM FAILURE TO PERFORM THESE TASKS OR ANY EXPENSE OR DAMAGE RESULTING FROM OMISSION OR ERROR CONTAINED IN THE PLANS WHICH WOULD REASONABLY HAVE BEEN DISCOVERED AND CORRECTED BY WOOD RODGERS, INC.

2. GUTTER FLOW LINE ELEVATIONS AT DRAIN INLETS ARE REPRESENTATIVE OF CONSTANT (PROJECTED) FLOW LINE SLOPE AT THE CENTER OF DRAIN INLET. CONTRACTOR TO ADJUST GRATE ELEVATIONS AND PROVIDE GUTTER DEPRESSION PER CITY OF WINTERS STANDARD DETAIL.

3. WHERE TWO STREETS INTERSECT, THE HEAVIER (THICKER) STRUCTURAL SECTION SHALL BE EXTENDED THROUGH THE CURB RETURN OF THE MINOR STREET.

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER
MICHAEL P. MORRIS
No.73891
Exp.6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE: 03/10/2022

REVISIONS NO.	DESCRIPTION	ENGR INIT	CITY APPROVAL BY	DATE
1				

BENCHMARK ELEV. 130.154
DESCRIPTION: NGS POINT B 849 (NAVD 88) APPROX 68.9' EAST OF THE CENTERLINE OF RAILROAD AVE. 48.9' NORTHEAST OF A POWER LINE POLE 40.4' EAST OF A ROW OF TREES, 21.0' EAST OF THE WESTERN TWO CONCRETE HEAD WALLS AND 4.9' NORTH OF A CARSONITE WITNESS POST.

SCALE:
H:
V:

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: M.CONTRERAS
DATE: JUNE 2021
DESIGNED BY: A. FISCHLIN
R.C.E. NO. 84954 DATE: 3/31/22
CHECKED BY: C. CONTRERAS
R.C.E. NO. 63680 DATE: 9/30/22

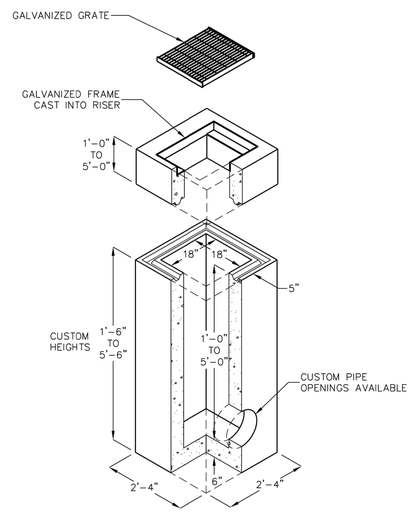
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 VERNON STREET ROSEVILLE, CA 95678
TEL 916.341.7760 FAX 916.341.7767

IMPROVEMENT PLANS FOR:
WALNUT LANE 10
GENERAL NOTES + DETAILS

DWG. NO. GN-1
SHEET 2 OF 17

J:\3000-s\3563.002_Winters_Corbett_OA\Civil\Dwg\C02-GN01-C10.dwg 3/14/2022 1:57 PM Marisol Contreras

DROP INLET
18"x18" I.D.
(NOMINAL DIMENSIONS)
WITH FRAME AND GRATE

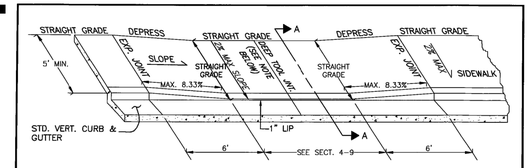


FOR COMPLETE DESIGN AND PRODUCT INFORMATION CONTACT JENSEN PRECAST.

2/1/08
D18x18_1818FG_FF_A.dwg
© 2008 Jensen Precast

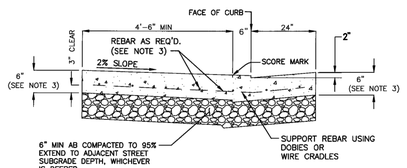
Jensen Precast reserves the right to make changes to product design and/or dimensions without notice. Please contact Jensen Precast whenever necessary for confirmation or advice on product design.

JENSEN PRECAST



~~ALTERNATE TO DEPRESSING SIDEWALK:~~
~~ROUTE SIDEWALK AROUND DRIVEWAY & DEDICATE AN EASEMENT.~~

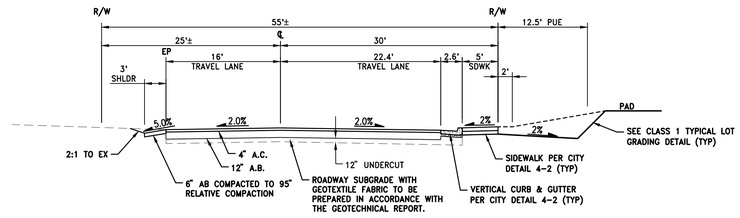
PERSPECTIVE



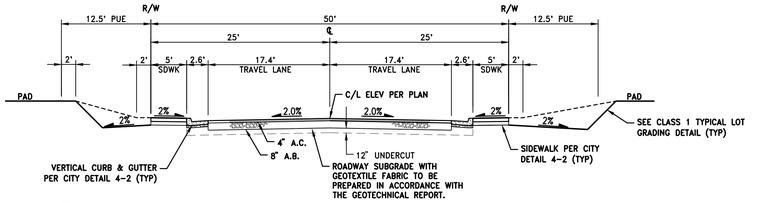
SECTION A–A

NOTES:
1. SCORE LINES SHALL BE 1/4" DEEP AND FORM A SQUARE PATTERN PERPENDICULAR TO EDGES.
2. LIP OF GUTTER SHALL HAVE A 1-1/2" BATTER.
3. SEE SHEET 1 DESIGN STANDARDS FOR REINFORCEMENT AND CONCRETE THICKNESSES FOR DRIVEWAY TYPES

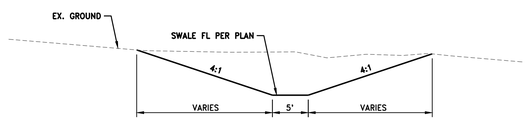
City of Winters PUBLIC WORKS DEPARTMENT	DATE: DEC 2015
STANDARD DRIVEWAY DETAILS ADJACENT SIDEWALK	SHEET # 2 OF 3
CITY ENGINEER APPROVED Nicholas J. Pantaleo P.E. NO. 49584	DRAWING #: 4-11



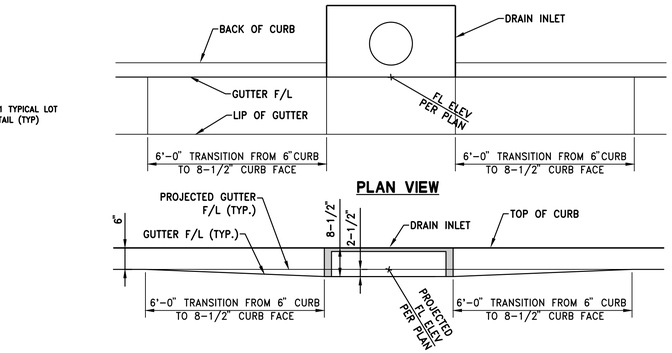
A — TYPICAL STREET SECTION - 55' R/W
N.T.S. — WALNUT LANE STA 100+00 TO STA 105+15.98 — T.I.=6.0 R-VALUE=5



B — TYPICAL STREET SECTION - 50' R/W
N.T.S. — OVERHOUSE DRIVE, YOUNG DRIVE & ALMOND LANE — T.I.=5.0 R-VALUE=5



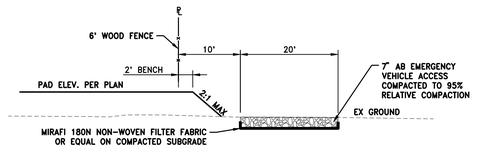
C — OFFSITE SWALE SECTION
NTS



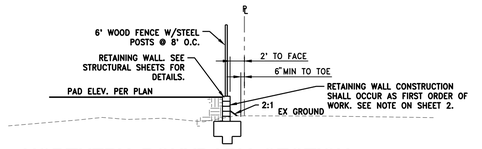
PLAN VIEW

ELEVATION

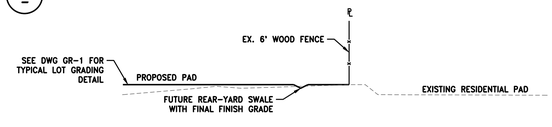
D — GRADES AT CURB INLET
NTS



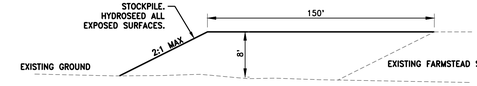
E — EASTERN BOUNDARY SECTION
NTS



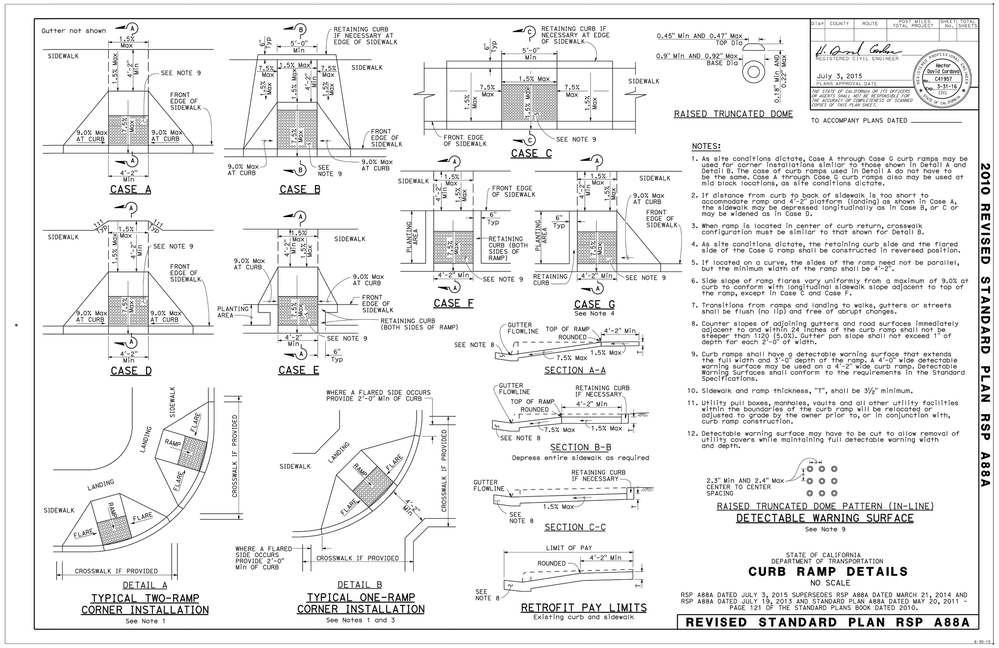
F — NORTHERN BOUNDARY SECTION
NTS



G — SOUTHERN BOUNDARY SECTION
NTS



H — STOCKPILE SECTION
NTS



STATE	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED PROFESSIONAL ENGINEER — Hector David Gonzalez — C41957 — Exp. 9-31-15 — CIVIL — STATE OF CALIFORNIA

July 3, 2015
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS AND EMPLOYEES IS NOT RESPONSIBLE FOR THE ACCURACY OR CURRENCY OF SCANNED COPIES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED _____

NOTES:
1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. For new installations, curb ramps shown in Case A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B, or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. If located on a curve, the sides of the ramp need not be parallel, but the minimum width of the ramp shall be 4'-2".
6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. Transitions from ramps and landing to walks, gutters or streets shall be flush (no lip) and free of abrupt changes.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1:20 (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Curb ramps shall have a detectable warning surface that extends 2'-0" in the direction of travel and 3'-0" deep at the bottom of the ramp. A 4'-0" wide detectable warning surface may be used on 10' wide curb ramps. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
10. Sidewalk and ramp thickness, "T", shall be 3½" minimum.
11. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
12. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining full detectable warning width and depth.

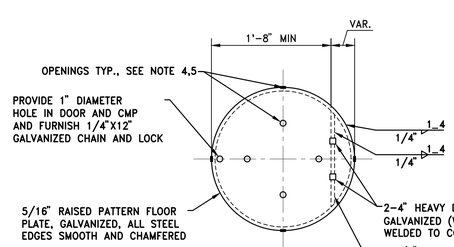
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CURB RAMP DETAILS
NO SCALE

RSP A88A DATED JULY 3, 2015 SUPERSEDES RSP A88A DATED MARCH 21, 2014 AND RSP A88A DATED JULY 19, 2013 AND STANDARD PLAN A88A DATED MAY 20, 2011 - PAGE 121 OF THE STANDARD PLANS BOOK DATED 2010.

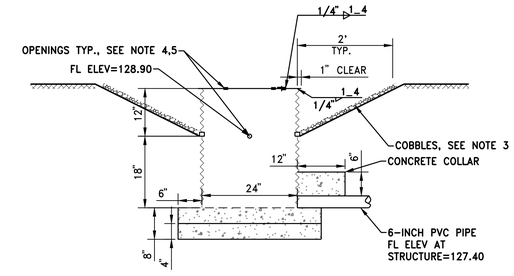
REVISED STANDARD PLAN RSP A88A

8-30-13

2010 REVISED STANDARD PLAN RSP A88A



PLAN



NOTES:
1. OUTFALL PIPE TO BE CUT FLUSH WITH INSIDE OF RISER.
2. RISER SHALL HAVE A MINIMUM GAGE OF 0.079".
3. COBBLES CONFORMING TO STATE STANDARD SPECIFICATIONS SHALL BE PLACED AROUND INLET SIDES. COBBLES SHALL EXTEND A MINIMUM OF 2 FEET BEYOND THE INLET SIDES.
4. DRILL 4-1" HOLES ON FOUR QUADRANTS AND 4-1" HOLES WITH EQUAL SPACING THROUGH TOP OF LID.
5. INSTALL 3" SQUARE ALUMINUM OR GALVANIZED STEEL WIRE 1/4" MESH HARDWARE CLOTH, MINIMUM WIRE DIAMETER 0.025". ANCHOR FIRMLY TO FACE OF SURFACE.

I — MODIFIED CORRUGATED METAL PIPE DRAINAGE INLET TYPE I
NTS

WOOD RODGERS
REGISTERED PROFESSIONAL ENGINEER — MICHAEL P. MORRIS — No.73891 Exp.6/30/2023 — CIVIL — STATE OF CALIFORNIA
DATE: 03/10/2022

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REVISIONS NO.	DESCRIPTION	ENGR INIT	CITY APPROVAL BY	DATE
1				

BENCHMARK ELEV. 130.154
DESCRIPTION: NGS POINT B 849 (NAVD 88) APPROX 68.9' EAST OF THE CENTERLINE OF RAILROAD AVE. 48.9' NORTHEAST OF A POWER LINE POLE 40.4' EAST OF A ROW OF TREES, 21.0' EAST OF THE WESTERN TWO CONCRETE HEAD WALLS AND 4.9' NORTH OF A CARSONITE WITNESS POST.

SCALE: H:_____ V:_____

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: M.CONTRERAS	DESIGNED BY: A. FISCHLIN	CHECKED BY: C. CONTRERAS
DATE: JUNE 2021	R.C.E. NO. 84954 DATE: 3/31/22	R.C.E. NO. 63680 DATE: 9/30/22

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 VERNON STREET ROSEVILLE, CA 95678
TEL 916.341.7760 FAX 916.341.7767

IMPROVEMENT PLANS FOR:
WALNUT LANE 10
STREET SECTIONS + DETAILS

DWG. NO. SD-1
SHEET 3 OF 17

CONSTRUCTION NOTES:

1. CONSTRUCT CASE C CURB RAMP PER CALTRANS STANDARD PLAN A88A.
2. MATCH EXISTING CURB, GUTTER & SIDEWALK. SAWCUT AND GRIND EXISTING PAVEMENT PER CITY DETAIL 4-21.
3. CONSTRUCT END OF STREET AND SIDEWALK BARRICADE PER CITY DTL 4-23.
4. EXISTING POWER POLE, PROTECT IN PLACE.
5. ACCESS TO EXISTING HOMES SHALL BE MAINTAINED AT ALL TIMES.

SEWER CONSTRUCTION NOTES:

(S1) CONNECT TO EXISTING SS MANHOLE PER CITY DETAIL 7-1. ADJUST EX. MANHOLE RIM TO GRADE. EL=131.08. REMOVE EX. STUB IF NECESSARY.

WATER CONSTRUCTION NOTES:

(W1) INSTALL FIRE HYDRANT ASSEMBLY PER CITY DETAIL 8-2.

(W2) INSTALL 2" BLOW-OFF VALVE PER CITY DETAIL 8-12.

(W3) INSTALL WATER MAIN CUT-IN PER CITY DETAIL 8-15.

(W4) REMOVE EXIST 2" TEMP BOV AND CONNECT TO EXISTING 12" WATER MAIN. DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER AWWA STANDARD C651.05. CONTRACTOR TO POTHOLE AND CONFIRM ELEVATION WITH ENGINEER PRIOR TO MAKING THE CONNECTION.

(W7) CONSTRUCT UTILITY CROSSING PER CITY DETAIL 8-10. UTILIZE DIP DOMESTIC WATER ONLY THROUGH CROSSING AND ANGLED SEGMENTS.

DRAINAGE CONSTRUCTION NOTES:

(D1) CONST. MODIFIED CORRUGATED METAL PIPE DRAINAGE INLET TYPE 1 PER DETAIL ON DWG SD-1 WITH 5 LF OF 6" PVC PIPE @S=0.0141, FL AT HOLE OPENINGS=128.90, FL OF 6" PIPE AT INLET=127.40. CONNECT 6" TO 12" PIPE WITH REDUCER. FL OF 12" PIPE AT REDUCER CONNECTION=126.83.

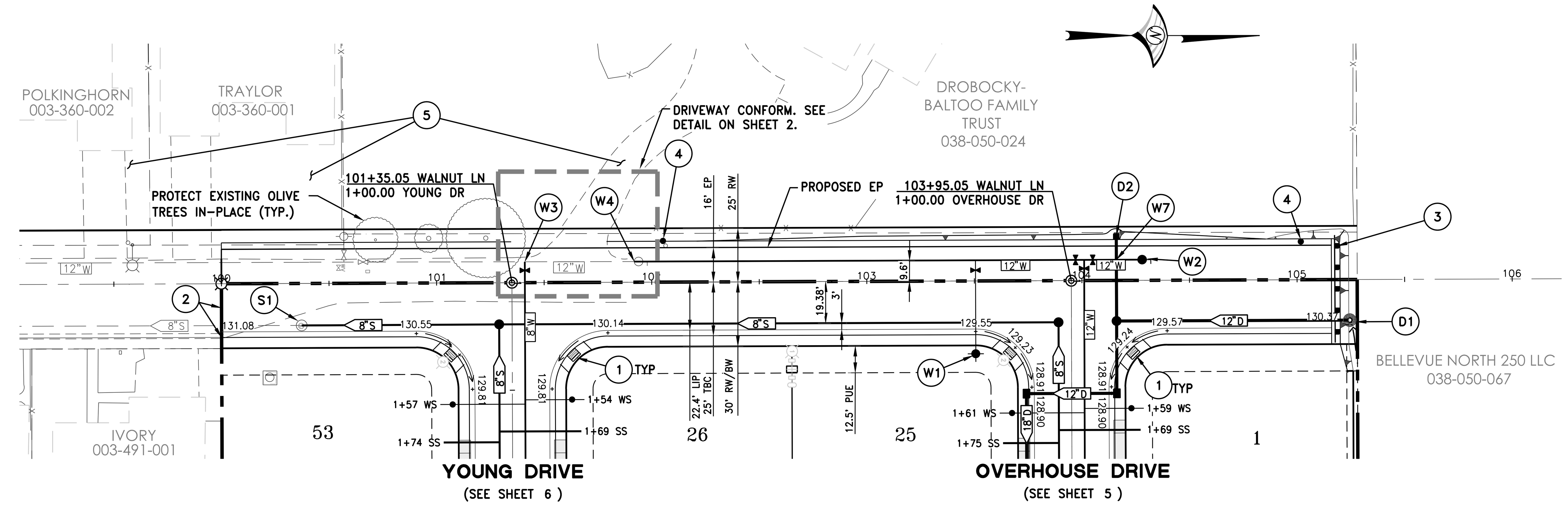
(D2) CONST. 18" SQ. INLET PER DETAIL ON DWG SD-1 AND CONNECT TO MH(D) WITH 39 LF OF 12" DRAIN PIPE @ S=0.0048. FL @ GRATE=129.46; FL@INV=125.55

GENERAL WATER CONSTRUCTION NOTES:

1. RESTRAINED JOINTS ARE NOT SHOWN IN THE CIVIL DESIGN PLANS. INSTALLATION OF MECHANICAL RESTRAINTS ON WATER PIPE AND JOINTS SHALL BE PER CITY STANDARD DETAIL 8-3 ALONG WITH THE CITY OF WINTERS CONSTRUCTION SPECIFICATIONS.
2. ALL WATER VALVES AND VALVE BOXES SHALL BE INSTALLED PER CITY DETAIL 8-5.


MONUMENT NOTE:

MONUMENT BOX PER CITY DETAIL 4-26



CAUTION: OVERHEAD ELECTRICAL LINES

WALNUT LANE



WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER MICHAEL P. MOTRONI No.73891 Exp.6/30/2023 CIVIL STATE OF CALIFORNIA

DATE: 03/10/2022

REVISIONS		ENGR INIT	CITY APPROVAL	
NO.	DESCRIPTION		BY	DATE

BENCHMARK ELEV. 130.154

DESCRIPTION: NGS POINT B 849 (NAVD 88) APPROX 68.9' EAST OF THE CENTERLINE OF RAILROAD AVE. 48.9' NORTHEAST OF A POWER LINE POLE 40.4' EAST OF A ROW OF TREES, 21.0' EAST OF THE WESTERN TWO CONCRETE HEAD WALLS AND 4.9' NORTH OF A CARSONITE WITNESS POST.

SCALE: H: 1"=40' V: 1"=4'

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: M.CONTRERAS DATE: JUNE 2021

DESIGNED BY: A. FISCHLIN R.C.E. NO. 84954 DATE: 3/31/22

CHECKED BY: C. CONTRERAS R.C.E. NO. 63680 DATE: 9/30/22

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 VERNON STREET TEL 916.341.7760
ROSEVILLE, CA 95678 FAX 916.341.7767

IMPROVEMENT PLANS FOR:

WALNUT LANE 10
WALNUT LANE

DWG. NO. PP-1
SHEET 4 OF 17

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CONSTRUCTION NOTES:

1. CONSTRUCT CASE C CURB RAMP PER CALTRANS STANDARD PLAN A88A.
2. CONSTRUCT DRIVEWAY PER CITY DETAIL 4-11. SEE SHEET SD-1.
3. CONSTRUCT END OF STREET AND SIDEWALK BARRICADES PER CITY DTL 4-23. CONSTRUCT 6' HIGH, 10' WIDE CHAIN LINK DOUBLE SWING GATE (20' TOTAL WIDTH) PER CALTRANS STD. PLAN A85 IN BARRICADE. MOUNT TYPE N MARKER (RED 18" SQ) W/ 9 REFLECTORS ON EACH GATE.
4. WARP GUTTER FLOW LINE AND STREET CROSS SLOPE TO LOW POINT AT DRAIN INLET.

SEWER NOTES:

S1. CONSTRUCT 4" LOWER LATERAL PER CITY DETAIL 7-7 @ 2% MIN. SLOPE W/WYE CONNECTION AND WITH CLEANOUT PER CITY DETAIL BEHIND R/W, TYP.

S2. CONSTRUCT 4" LOWER LATERAL PER CITY DETAIL 7-7. LATERAL SHALL BE 6" CLEAR OF STORM DRAIN W/ MIN 30" COVER @ CLEANOUT.

WATER NOTES:

W1. INSTALL FIRE HYDRANT ASSEMBLY PER CITY DETAIL 8-2.

W2. INSTALL 2" BLOW-OFF VALVE WITH TRAFFIC RATED BOX PER CITY DETAIL 8-12.

W5. CONSTRUCT 1" WATER SERVICE PER CITY DETAIL 8-1, W/METER PER CITY DETAIL 8-6 BEHIND R/W, TYP.

W6. INSTALL ARI/VACUUM VALVE COMBINATION PER CITY DETAIL 8-14.

W7. CONSTRUCT UTILITY CROSSING PER CITY DETAIL 8-10. UTILIZE DIP DOMESTIC WATER ONLY THOUGH CROSSING AND ANGLED SEGMENTS.

GENERAL WATER CONSTRUCTION NOTES:

1. RESTRAINED JOINTS ARE NOT SHOWN IN THE CIVIL DESIGN PLANS. INSTALLATION OF MECHANICAL RESTRAINTS ON WATER PIPE AND JOINTS SHALL BE PER CITY STANDARD DETAIL 8-3 ALONG WITH THE CITY OF WINTERS CONSTRUCTION SPECIFICATIONS.
2. ALL WATER VALVES AND VALVE BOXES SHALL BE INSTALLED PER CITY DETAIL 8-5.

DRAINAGE NOTES:

D1. CONST CURB INLET PER CITY STD. 9-12 & CONNECT TO CURB INLET W/ MH BASE W/41 LF OF 12" DRAIN PIPE, @ S=0.0030 FL @ DI=125.26, GFL=128.69

D2. CONST CURB INLET W/ MH BASE PER CITY STD. 9-12, FL @ DI=125.14, GFL=128.69

D3. CONST CURB INLET PER CITY STD. 9-12 & CONNECT TO CURB INLET W/ MH BASE W/42 LF OF 12" DRAIN PIPE, @ S=0.0030 FL @ DI=125.15, GFL=128.30

D4. CONST CURB INLET W/ MH BASE PER CITY STD. 9-12, FL @ DI=124.52, GFL=128.30

D5. CONST CURB INLET PER CITY STD. 9-12 & CONNECT TO CURB INLET W/ MH BASE W/42 LF OF 12" DRAIN PIPE, @ S=0.0030 FL @ DI=124.73, GFL=128.26

D6. CONST CURB INLET W/ MH BASE PER CITY STD. 9-12, FL @ DI=124.11, GFL=128.26

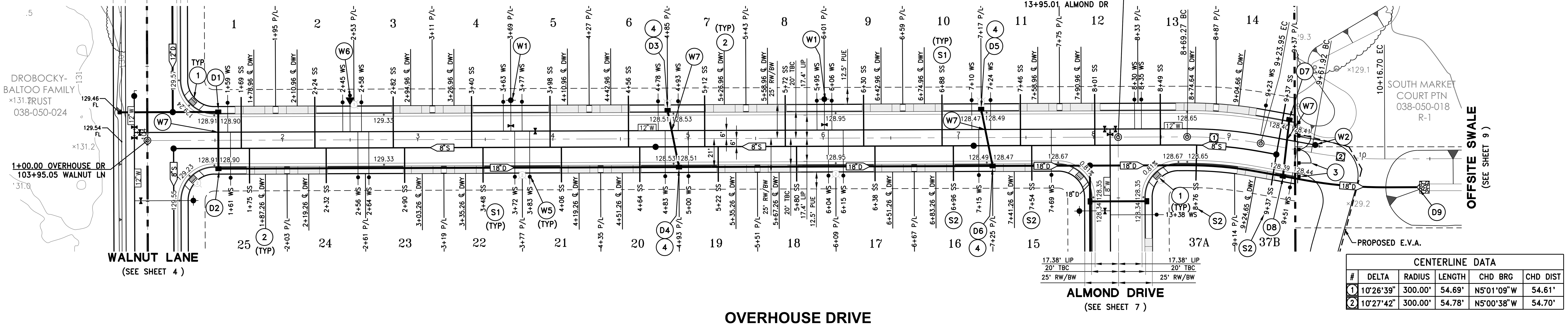
D7. CONST CURB INLET PER CITY STD. 9-12 & CONNECT TO CURB INLET W/ MH BASE W/41 LF OF 12" DRAIN PIPE, @ S=0.0030 FL @ DI=124.35, GFL=128.19

D8. CONST CURB INLET W/ MH BASE PER CITY STD. 9-12, FL @ DI=123.74, GFL=128.18


D9. CONSTRUCT 18" CONCRETE FLARED END SECTION PER CALTRANS STD. PLAN D94B. PLACE 1' MIN THICK LAYER OF CALTRANS NO. 2 BACKING CLASS ROCK, (7'X9').

MONUMENT NOTE:

◎ MONUMENT BOX PER CITY DETAIL 4-26



CENTERLINE DATA					
#	DELTA	RADIUS	LENGTH	CHD BRG	CHD DIST
1	10°26'39"	300.00'	54.69'	N5°01'09"W	54.61'
2	10°27'42"	300.00'	54.78'	N5°00'38"W	54.70'



REVISIONS		ENGR INIT	CITY APPROVAL BY	DATE
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BENCHMARK ELEV. 130.154
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SCALE: H: 1"=40' V: 1"=4'

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: M.CONTRERAS DATE: JUNE 2021
DESIGNED BY: A. FISCHLIN R.C.E. NO. 84954 DATE: 3/31/22
CHECKED BY: C. CONTRERAS R.C.E. NO. 63680 DATE: 9/30/22

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 VERNON STREET ROSEVILLE, CA 95678
TEL 916.341.7760 FAX 916.341.7767

IMPROVEMENT PLANS FOR:
WALNUT LANE 10
OVERHOUSE DRIVE

DWG. NO. PP-2
SHEET 5 OF 17

WOOD RODGERS — REGISTERED PROFESSIONAL ENGINEER MICHAEL P. MOTRONI No.73891 Exp.6/30/2023 CIVIL STATE OF CALIFORNIA
DATE: 03/10/2022

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CONSTRUCTION NOTES:

1. CONSTRUCT CASE C CURB RAMP PER CALTRANS STD. PLAN A88A.
2. CONSTRUCT DRIVEWAY PER CITY DETAIL 4-11. SEE DETAIL SHEET SD-1.

SEWER NOTES:

S1. CONSTRUCT 4" LOWER LATERAL PER CITY DETAIL 7-7 @ 2% MIN. SLOPE W/WYE CONNECTION AND WITH CLEANOUT PER CITY DETAIL BEHIND R/W, TYP.

WATER NOTES:

W1. INSTALL FIRE HYDRANT ASSEMBLY PER CITY DETAIL 8-2.

W3. INSTALL WATER MAIN CUT-IN PER CITY DETAIL 8-15.

W5. CONSTRUCT 1" WATER SERVICE PER CITY DETAIL 8-1 W/METER PER DETAIL 8-6, BEHIND R/W, TYP.

W7. CONSTRUCT UTILITY CROSSING PER CITY DETAIL 8-10. UTILIZE DIP DOMESTIC WATER ONLY THOUGH CROSSING AND ANGLED SEGMENTS.

GENERAL WATER CONSTRUCTION NOTES:

1. RESTRAINED JOINTS ARE NOT SHOWN IN THE CIVIL DESIGN PLANS. INSTALLATION OF MECHANICAL RESTRAINTS ON WATER PIPE AND JOINTS SHALL BE PER CITY STANDARD DETAIL 8-3 ALONG WITH THE CITY OF WINTERS CONSTRUCTION SPECIFICATIONS.
2. ALL WATER VALVES AND VALVE BOXES SHALL BE INSTALLED PER CITY DETAIL 8-5.

DRAINAGE NOTES:

D1. CONST CURB INLET PER CITY STD. 9-12 & CONNECT TO CURB INLET W/ MH BASE W/41 LF OF 12" DRAIN PIPE @ S=0.0030, FL @ DI=125.93, GFL=128.69

D2. CONST CURB INLET W/ MH BASE PER CITY STD. 9-12, FL @ DI=125.30, GFL=128.69

D3. CONST CURB INLET PER CITY STD. 9-12 & CONNECT TO CURB INLET W/ MH BASE W/41 LF OF 12" DRAIN PIPE @ S=0.0030, FL @ DI=125.51, GFL=128.26

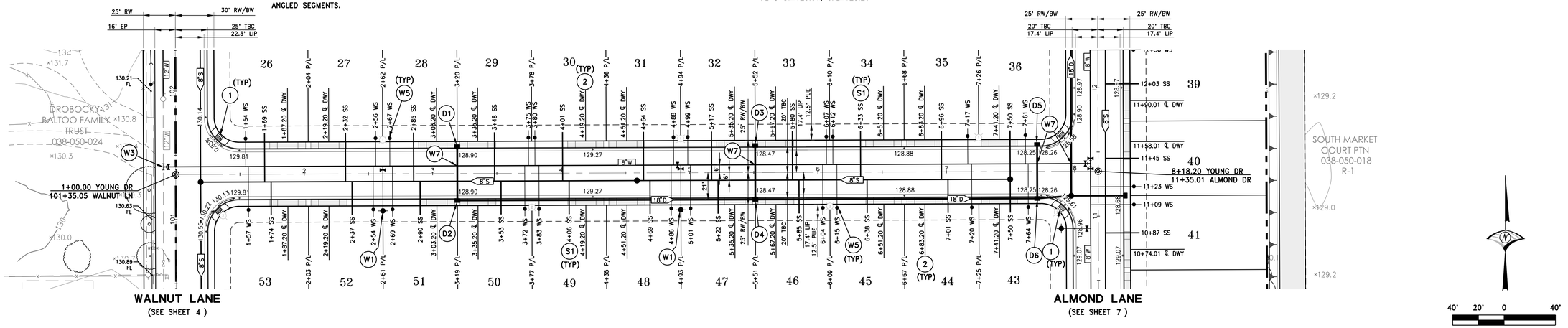
D4. CONST CURB INLET W/ MH BASE PER CITY STD. 9-12, FL @ DI=124.88, GFL=128.26

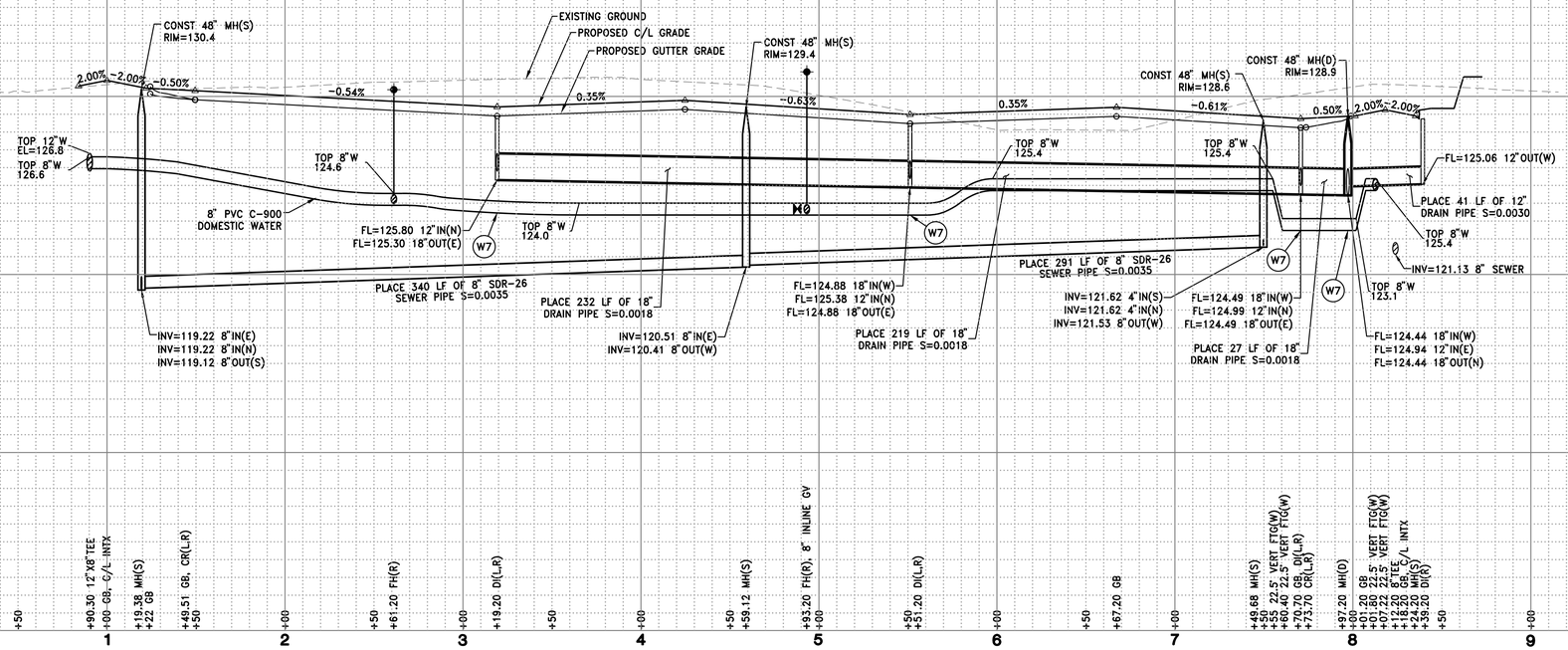
D5. CONST CURB INLET PER CITY STD. 9-12 & CONNECT TO CURB INLET W/ MH BASE W/41 LF OF 12" DRAIN PIPE @ S=0.0030, FL @ DI=125.12, GFL=128.04

D6. CONST CURB INLET W/ MH BASE PER CITY STD. 9-12, FL @ DI=124.49, GFL=128.04

MONUMENT NOTE:

◎ MONUMENT BOX PER CITY DETAIL 4-26





WOOD RODGERS
REGISTERED PROFESSIONAL ENGINEER
MICHAEL P. MOSER
No.73891
Exp.6/30/2023
CIVIL
STATE OF CALIFORNIA
DATE: 03/10/2022

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BENCHMARK ELEV. 130.154
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SCALE: H: 1"=40' V: 1"=4'

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: M.CONTRERAS DATE: JUNE 2021
DESIGNED BY: A. FISCHLIN R.C.E. NO. 84954 DATE: 3/31/22
CHECKED BY: C. CONTRERAS R.C.E. NO. 63680 DATE: 9/30/22

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 VERNON STREET ROSEVILLE, CA 95678
TEL 916.341.7760 FAX 916.341.7767

IMPROVEMENT PLANS FOR:
WALNUT LANE 10
YOUNG DRIVE

DWG. NO. PP-3
SHEET 6 OF 17

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CONSTRUCTION NOTES:

1. CONSTRUCT CASE C CURB RAMP PER CALTRANS STANDARD PLAN A88A.
2. CONSTRUCT DRIVEWAY PER CITY DETAIL 4-11. SEE DETAIL SD-1.
3. REMOVE EXISTING BARRICADE CONNECT TO EXISTING CURB, GUTTER & SIDEWALK PER CITY DETAIL 4-21.

SEWER NOTES:

- S1 CONSTRUCT 4" LOWER LATERAL PER CITY DETAIL 7-7 @ 2% MIN. SLOPE W/WYE CONNECTION AND WITH CLEANOUT PER CITY DETAIL BEHIND R/W, TYP.
- S2 REMOVE EXISTING FLUSHING BRANCH AND CONSTRUCT SEWER MANHOLE PER CITY DTL 7-1. CONTRACTOR TO VERIFY EXITING PIPE ELEVATION AND CONFIRM WITH ENGINEER.

WATER NOTES:

- W1 INSTALL FIRE HYDRANT ASSEMBLY PER CITY DETAIL 8-2.
- W4 REMOVE EXIST 2" TEMP BOV AND CONNECT TO EXISTING 8" WATER MAIN. DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER AWWA STANDARD C651.05. CONTRACTOR TO POTHOLE AND CONFIRM ELEVATION WITH ENGINEER PRIOR TO MAKING THE CONNECTION.
- W5 CONSTRUCT 1" WATER SERVICE PER CITY DETAIL 8-1 W/METER PER DETAIL 8-6, BEHIND R/W, TYP.
- W7 CONSTRUCT UTILITY CROSSING PER CITY DETAIL 8-10. UTILIZE DIP DOMESTIC WATER ONLY THOUGH CROSSING AND ANGLED SEGMENTS.

GENERAL WATER CONSTRUCTION NOTES:

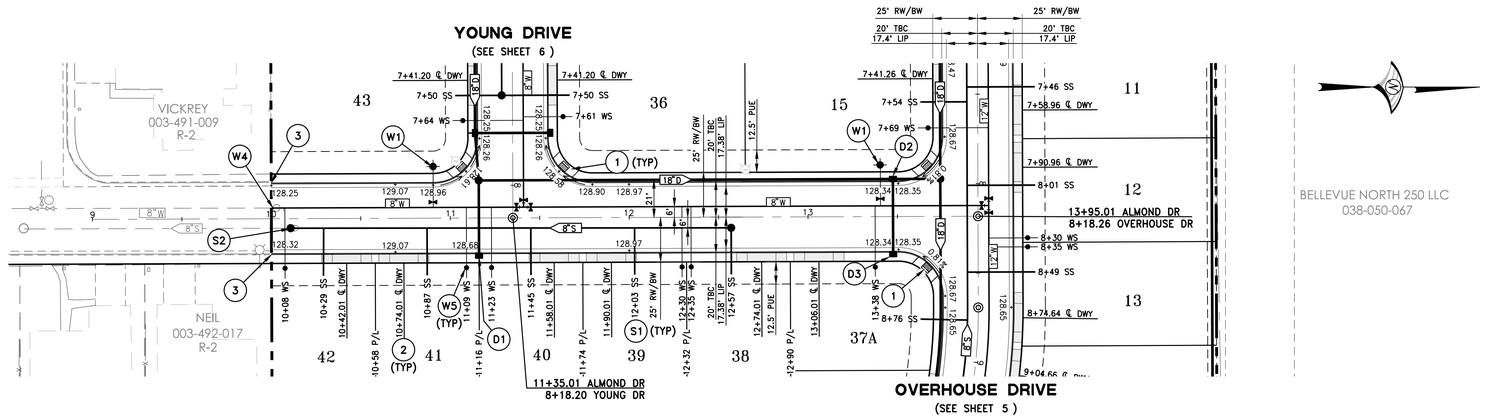
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2. ALL WATER VALVES AND VALVE BOXES SHALL BE INSTALLED PER CITY DETAIL 8-5.

DRAINAGE NOTES:

- D1 CONST CURB INLET PER CITY STD. 9-12 & CONNECT TO CURB INLET W/ MH BASE W/40 LF OF 12" DRAIN PIPE @ S=0.0030, FL @ DI=125.06, FL @ MH(D)=124.94, GFL=128.68
- D2 CONST CURB INLET W/ MH BASE PER CITY STD. 9-12, FL @ DI=124.02, GFL=128.20
- D3 CONST CURB INLET PER CITY STD. 9-12 & CONNECT TO CURB INLET W/ MH BASE W/41 LF OF 12" DRAIN PIPE @ S=0.0030, FL @ DI=124.65, GFL=128.20

MONUMENT NOTE:

◎ MONUMENT BOX PER CITY DETAIL 4-26

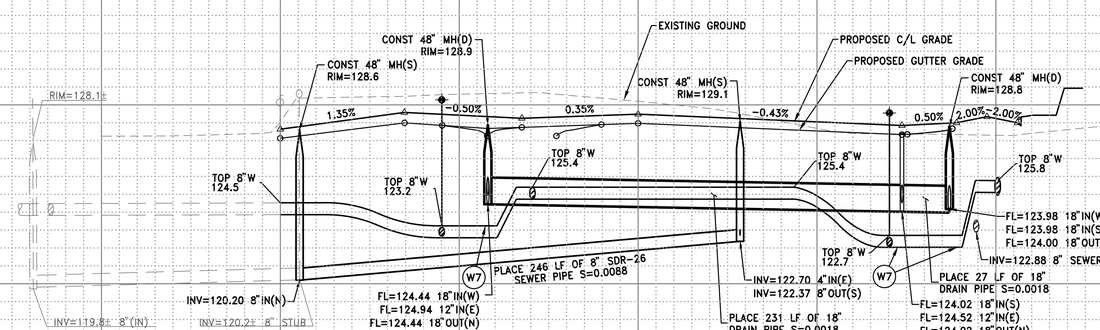


ALMOND DRIVE

EXIST GRADES @ C/L

PROP. C/L GRADES

128.3	128.3	129.0	130.4	130.6	130.6	130.2	129.6	128.7	128.4	128.3	128.7			
		128.64	129.32	129.58	129.47	129.42	129.34	129.25	129.30	129.41	129.48	129.27	129.05	128.85 128.86 128.86	129.00	129.34 129.24			



+00	+50	+00 BEGIN SURFACE IMPROVEMENTS +00.94 CONNECT TO EX 8"W +10.83 EX. TEUSNER BRANCH(S), MH(S)	+50	+69.30 GB	+90.51 CR(L), FH(L)	+00	+16.01 MH(D), DI(R) +21.11 11.25° VERT. FTG(W) +27.53 11.25° VERT. FTG(W) +35.01 GB, C/L INTX +41.01 8" TEE(W)	+50	+79.51 CR(L)	+00 GB	+50	+57.01 MH(S)	+00	+40.51 FH(L) +47.51 GB, DI(L,R) +50.51 CR(L,R)	+74.01 MH(D) +78.01 GB +81.53 11.25° VERT FTG(W) +85.01 GB, C/L INTX +01.01 12"x8" TEE(W)	+50		
9		10		11			12			13			14					

40' 20' 0 40'

SCALE: 1" = 40'

WOOD RODGERS
REGISTERED PROFESSIONAL ENGINEER
MICHAEL P. MORRIS
No. 73891
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE: 03/10/2022

REVISIONS NO.	DESCRIPTION	ENGR INIT	CITY APPROVAL BY	DATE
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BENCHMARK ELEV. 130.154
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SCALE:
H: 1"=40'
V: 1"=4'

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: M.CONTRERAS DATE: JUNE 2021
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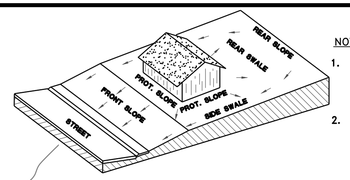
IMPROVEMENT PLANS FOR:
WALNUT LANE 10
ALMOND DRIVE

DWG. NO. PP-4
SHEET 7 OF 17

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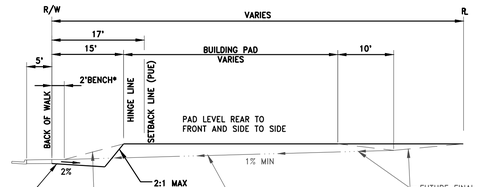
RETAINING WALL LEGEND

- RETAINING WALL
- TW — TOP OF WALL ELEVATION
- BW — BOTTOM FACE OF WALL AT FINISH GRADE



NOTES:

1. PAD ELEVATIONS ARE DESIGNED SUCH THAT THE PAD ELEVATION SPECIFIED WILL ACCOMMODATE REAR AND SIDE YARD SWALES TO BE GRADED AT A MINIMUM GRADIENT OF 1%.
2. ACTUAL LOT GRADING IS TO BE DESIGNED WITH THE HOUSE PLOT PLAN AND MAY VARY FROM THIS TYPICAL DETAIL DEPENDING ON HOW THE HOUSE IS PLOTTED.



CLASS 1 TYPICAL LOT GRADING DETAIL

N.T.S.

GENERAL CONSTRUCTION NOTES:

1. NOTIFY HOMEOWNER A MINIMUM OF 48 HOURS PRIOR TO REMOVING TREES. ALL DEBRIS AND SHAVINGS SHALL BE REMOVED FROM SITE.
2. CONSTRUCT 20' WIDE EMERGENCY VEHICLE ACCESS ROAD AT GRADE (7" COMPACTED AB ON MIRAFI 180N NON-WOVEN FABRIC OR EQUAL. COMPACT SUBGRADE TO 90% RC).
3. REQUIRED: WATER QUALITY SOIL IMPORT OF 2,300 CUBIC YARDS TO BE PLACED IN AREAS SHOWN, 15" DEPTH MIN. SOIL SHALL BE SANDY LOAM WITH BULK DENSITY LESS THAN 1.4 IN G/CM^3
4. ABANDON EXISTING WELL PER YOLO COUNTY ENVIRONMENTAL HEALTH CODE SECTION 6-8.1011. CONTRACTOR TO PROVIDE PROOF OF ABANDONMENT WITHIN 30 DAYS OF ABANDONMENT COMPLETION.
5. ACCESS TO EXISTING HOMES SHALL BE MAINTAINED AT ALL TIMES.

BUILDING PAD CERTIFICATION

I HEREBY CERTIFY THAT THE GRADES SHOWN ON THESE PLANS AND ACCEPTED BY THE CITY OF WINTERS, HAVE BEEN CONSTRUCTED TO WITHIN 1/10TH OF ONE FOOT OF THEIR INDICATED ELEVATION FOR ALL LOT PADS AND IMPROVEMENTS SHOWN.

CIVIL ENGINEER _____ RCE# _____ DATE _____

I HEREBY CERTIFY THAT THE PADS FOR THE FOLLOWING LOTS FOR THIS PROJECT HAVE BEEN TESTED FOR COMPACTION IN ACCORDANCE WITH GENERALLY ACCEPTED TEST METHODS AND BASED UPON THE RESULTS OF THESE TESTS THE COMPACTION OF SAID PADS CONFORMS TO THE RECOMMENDATIONS OF THIS PROJECTS GEOTECHNICAL REPORT: LOTS: _____

I ALSO STATE THAT OUR FIRM OBSERVED THE GRADING OPERATION TO A SUFFICIENT EXTENT TO EVALUATE CONFORMANCE WITH THE PROJECT'S GEOTECHNICAL REPORT AS APPROVED BY THE CITY, AND FURTHER STATE THAT BASED UPON OUR OBSERVATIONS, THE GRADING FOR THIS SUBDIVISION CONFORMS WITH THE RECOMMENDATIONS OF SAID SOIL REPORT.

GEOTECHNICAL ENGINEER _____ PE# _____ DATE _____

SOIL AMENDMENT AREA

OVERLAND RELEASE PATH

SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER MICHAEL P. MORRIS No.73891 Exp.6/30/2023 CIVIL STATE OF CALIFORNIA

DATE: 03/10/2022

REVISIONS NO.	DESCRIPTION	ENGR INIT	CITY APPROVAL BY	DATE
1				

BENCHMARK ELEV. 130.154
DESCRIPTION: NGS POINT B 849 (NAVD 88) APPROX 68.9' EAST OF THE CENTERLINE OF RAILROAD AVE. 48.9' NORTHEAST OF A POWER LINE POLE 40.4' EAST OF A ROW OF TREES. 21.0' EAST OF THE WESTERN TWO CONCRETE HEAD WALLS AND 4.9' NORTH OF A CARSONITE WITNESS POST.

SCALE: H: 1"=40' V: NA

CITY OF WINTERS
DEPARTMENT OF UTILITIES

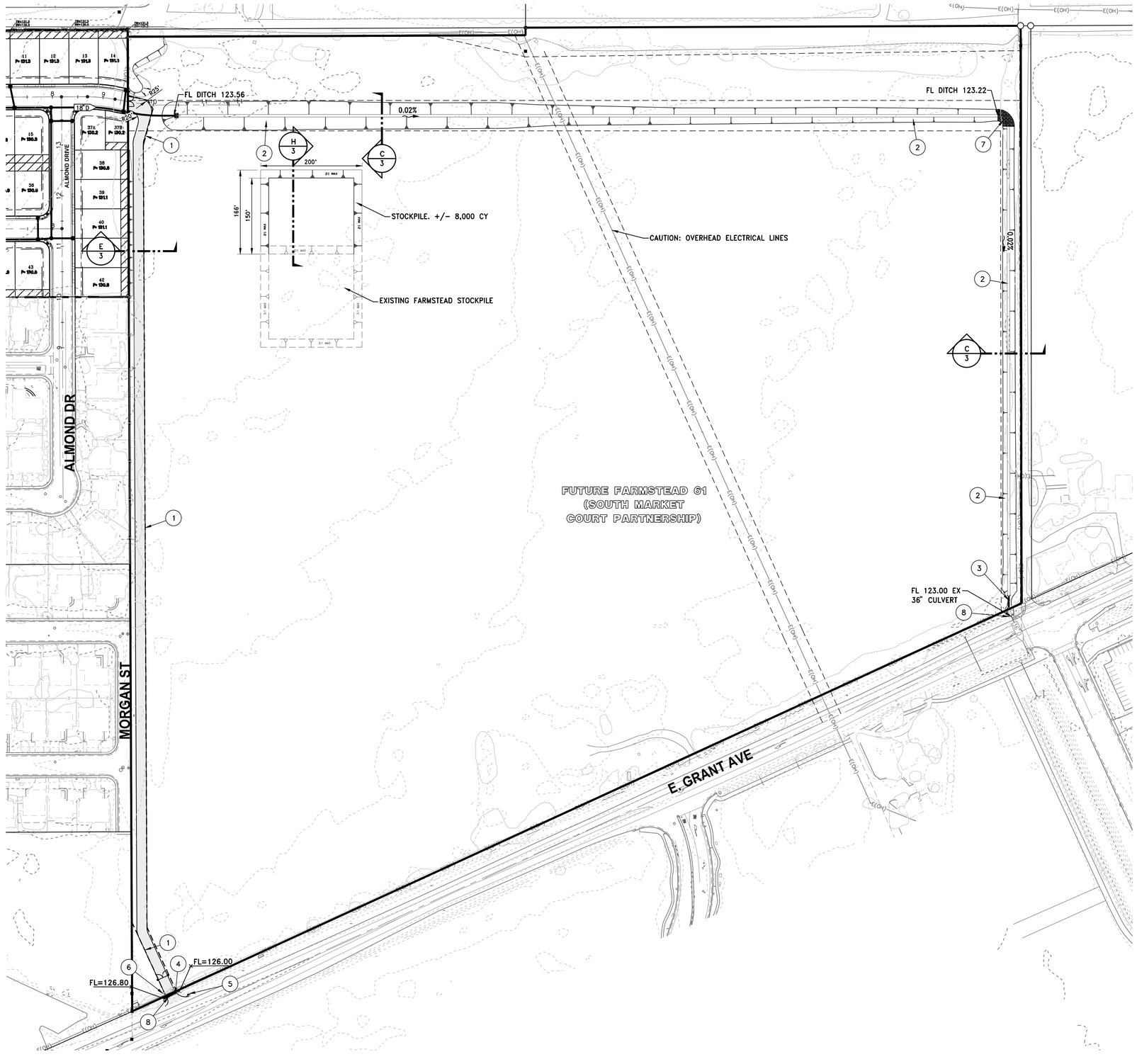
DRAWN BY: M.CONTRERAS DATE: JUNE 2021
DESIGNED BY: A. FISCHLIN R.C.E. NO. 84954 DATE: 3/31/22
CHECKED BY: C. CONTRERAS R.C.E. NO. 63680 DATE: 9/30/22

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 Vernon Street Roseville, CA 95678
Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR:
WALNUT LANE 10
GRADING PLAN

DWG. NO. GR-1
SHEET 8 OF 17

s:\3000-s\3563.002_Winters_Corbett_DA\Civil\Dwg\C08-GR01-C10.dwg 3/14/2022 1:59 PM Marisol Contreras



GENERAL CONSTRUCTION NOTES:

1. CONSTRUCT 20' WIDE EMERGENCY VEHICLE ACCESS ROAD AT GRADE (7" COMPACTED AB ON MIRAFI 180N NON-WOVEN FABRIC OR EQUAL. COMPACT SUBGRADE TO 90% RC).
2. CONSTRUCT OFFSITE DRAINAGE SWALE PER SECTION C ON SHEET 3.
3. PLACE 20 LF OF 24" RCP CL V @ S=0.0002. FL UPSTREAM=123.08. FL DOWNSTREAM=123.05.
4. PLACE 33 LF OF 18" RCP CL V @ S=0.0015. FL'S PER PLAN.
5. PLACE R5-1 "DO NOT ENTER" SIGN.
6. CONSTRUCT 6' HIGH, 10' WIDE CHAIN LINK DOUBLE SWING GATE (20' TOTAL WIDTH) PER CALTRANS STD. PLAN A85.
7. PLACE CALTRANS NO. 2 BACKING CLASS ROCK, MINIMUM 1' THICKNESS.
8. SEE CALTRANS ENCROACHMENT PERMIT FOR WORK PERFORMED WITHIN THE GRANT AVE R/W.

100' 50' 0 100'

SCALE: 1" = 100'

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER
MICHAEL P. MORSE
No.73891
Exp.6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE: 03/10/2022

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SCALE: H: 1"=100' V: NA

CITY OF WINTERS
DEPARTMENT OF UTILITIES

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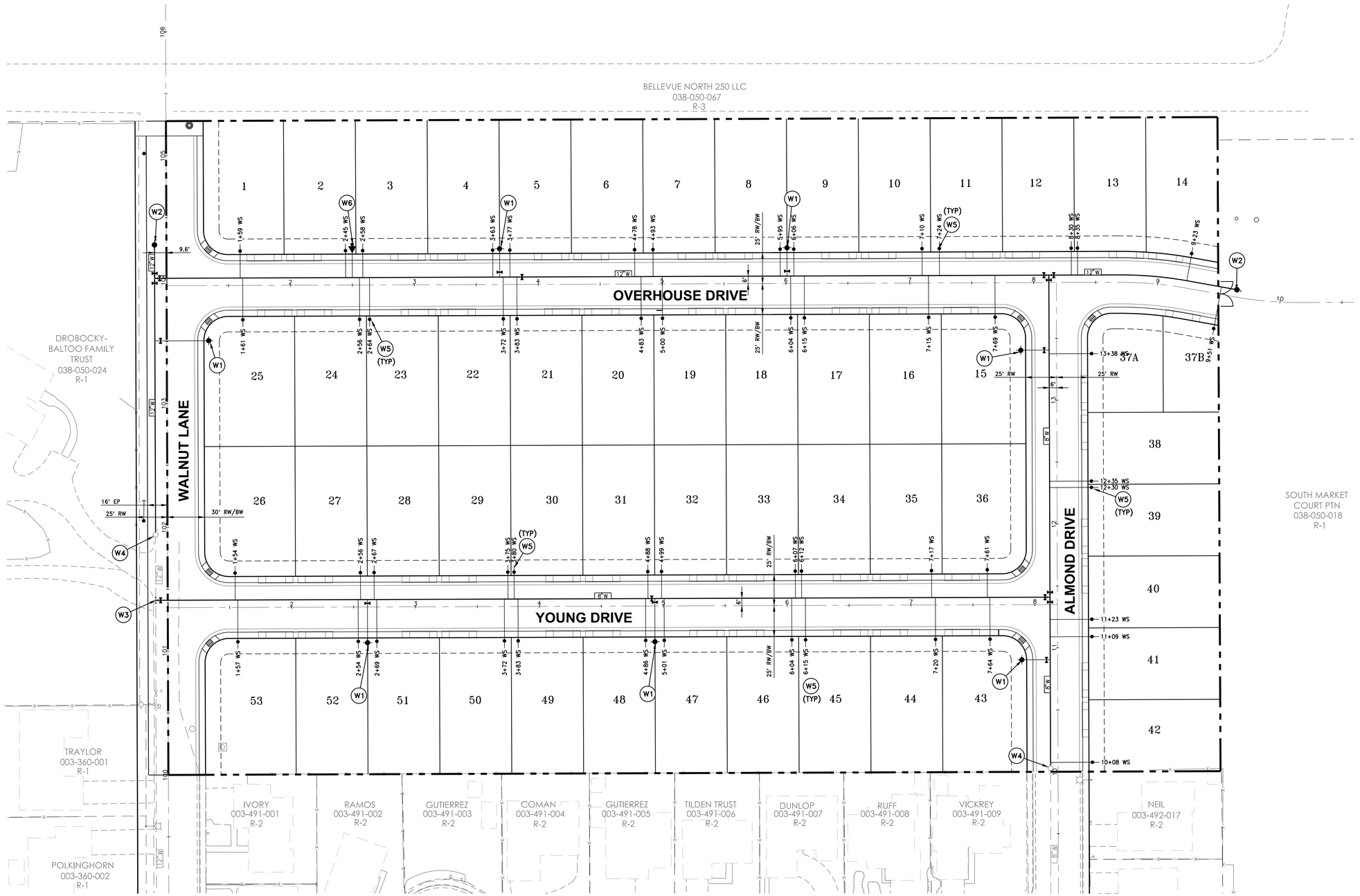
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 VERNON STREET ROSEVILLE, CA 95678
TEL 916.341.7760 FAX 916.341.7767

IMPROVEMENT PLANS FOR:

WALNUT LANE 10
OFFSITE GRADING PLAN

DWG. NO. GR-2
SHEET 9 OF 17

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WATER NOTES:

- (W1) INSTALL FIRE HYDRANT ASSEMBLY PER CITY DETAIL 8-2.
- (W2) INSTALL 2" BLOW-OFF VALVE PER CITY DETAIL 8-12.
- (W3) INSTALL WATER MAIN CUT-IN PER CITY DETAIL 8-15.
- (W4) REMOVE EXIST. TEMP BOV AND CONNECT TO EXISTING WATER MAIN. DISINFECT AND FLUCH NEW WATER SYSTEM PRIOR TO CONNECTION PER AWWA STANDARD C651.05. CONTRACTOR SHALL POTHOLE AND CONFIRM ELEVATION WITH ENGINEER PRIOR TO MAKING CONNECTION.
- (W5) CONSTRUCT 1" WATER SERVICE PER CITY DETAIL 8-1, W/METER PER CITY DETAIL 8-6 BEHIND R/W, TYP.
- (W6) INSTALL AIR/VACUUM VALVE COMBINATION PER CITY DETAIL 8-14.
- (W7) CONSTRUCT UTILITY CROSSING PER CITY DETAIL 8-10. UTILIZE DIP DOMESTIC WATER ONLY THOUGH CROSSING AND ANGLED SEGMENTS. WHERE SHOWN ON PLAN AND PROFILE SHEET.

GENERAL WATER CONSTRUCTION NOTES:

1. RESTRAINED JOINTS ARE NOT SHOWN IN THE CIVIL DESIGN PLANS. INSTALLATION OF MECHANICAL RESTRAINTS ON WATER PIPE AND JOINTS SHALL BE PER CITY STANDARD DETAIL 8-3 ALONG WITH THE CITY OF WINTERS CONSTRUCTION SPECIFICATIONS.
2. ALL WATER VALVES AND VALVE BOXES SHALL BE INSTALLED PER CITY DETAIL 8-5.

WOOD RODGERS
REGISTERED PROFESSIONAL ENGINEER
MICHAEL P. MONTANT
No.73891
Exp.6/30/2023
CIVIL
STATE OF CALIFORNIA
DATE: 03/10/2022

REVISIONS NO.	DESCRIPTION	ENGR INIT	CITY APPROVAL BY	DATE
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SCALE: H: 1"=40' V: NA

CITY OF WINTERS
DEPARTMENT OF UTILITIES

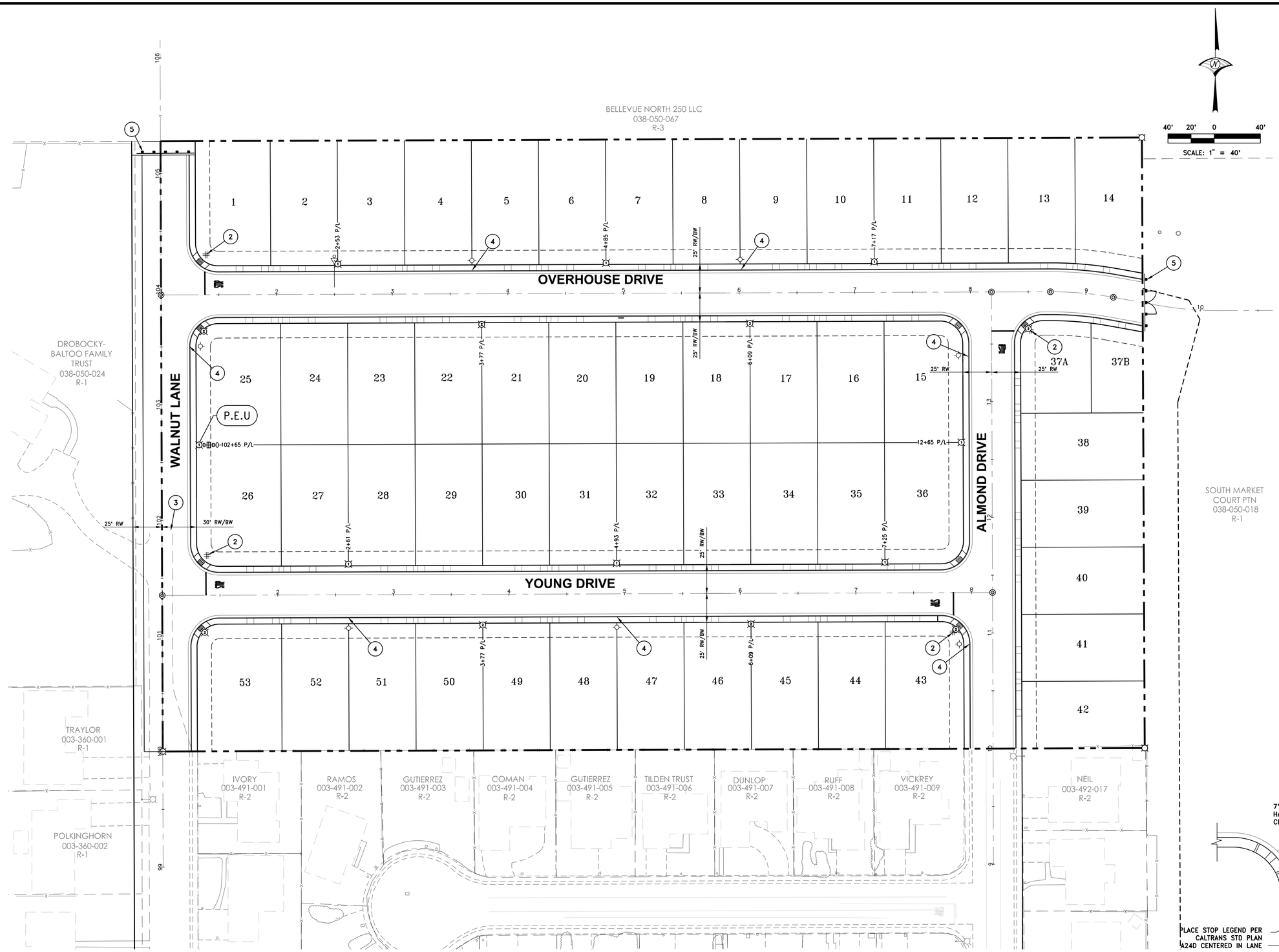
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TEL 916.341.7760 FAX 916.341.7767

IMPROVEMENT PLANS FOR:
WALNUT LANE 10
WATER PLAN

DWG. NO. WP-1
SHEET 10 OF 17

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STRIPING AND SIGNAGE NOTES

1. ALL SIGNING AND STRIPING WORK SHALL BE DONE IN ACCORDANCE WITH THE 2014 CALIFORNIA MUTCD, INCLUDING LATEST REVISIONS, THE LATEST EDITION OF THE CALTRANS STANDARD PLANS, AND THE LATEST CITY OF WINTERS IMPROVEMENT STANDARDS AND STANDARD DRAWINGS.
2. ALL TRAFFIC STRIPES, ARROWS, BIKE LANE STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC PER THE SPECIFICATIONS SET FORTH IN SECTION 84 OF THE LATEST EDITION OF THE STATE STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED ON PLAN.
3. ALL OBJECT MARKERS AND ROADSIDE SIGNS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AT HIS EXPENSE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL CONSTRUCTION SIGNING AS REQUIRED BY THE SPECIFICATIONS TO DELINEATE CONSTRUCTION HAZARDS, AT HIS EXPENSE.
5. LOCATIONS OF SIGNING AND STRIPING AS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL LOCATE THESE ITEMS AND THE ENGINEER SHALL APPROVE SAID LOCATIONS PRIOR TO CONSTRUCTION/INSTALLATION.
6. ALL LANE WIDTHS ARE MEASURED UP TO LIP OF GUTTER.
7. PLACE STREET NAME SIGN PER CITY DETAIL 4-22.

CONSTRUCTION NOTES:

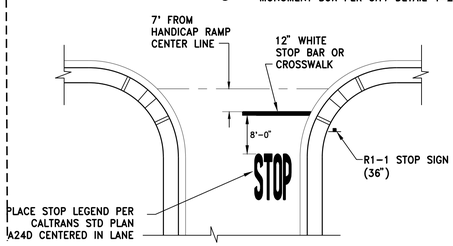
1. PLACE STREET NAME SIGN PER CITY DETAIL 4-22.
2. PLACE STREET NAME SIGN PER CITY DETAIL 4-22. SHARE POLE WITH STOP SIGN.
3. REMOVE STREET SIGNS AND SALVAGE TO CITY.
4. PAINT FIRE LANES, 5' EITHER SIDE OF HYDRANT. ALL FIRE LANES MUST BE IDENTIFIED WITH PAINTED AND STENCILED CURBS IN ACCORDANCE WITH THE CALIFORNIA VEHICLE CODE. ALL CURBS SHALL BE PAINTED RED WITH WORDS "NO PARKING FIRE LANE" STENCILED IN WHITE USING 4" LETTERS.
5. CONSTRUCT END OF STREET AND SIGNAGE PER CITY DETAIL 4-23.

ELECTROLIER NOTE

THIS PLAN IS FOR STREET LIGHT LOCATION ONLY. STREET LIGHTS WILL BE P.G.&.E OWNED. ELECTRICAL SERVICE WILL BE PROVIDED BY P.G.&E. UNDER P.G.&E. ELECTRICAL DESIGN DRAWINGS.

LEGEND

- ROADSIDE SIGN
- STOP "STOP" PAVEMENT MARKING, CALTRANS STD PLAN A24D. SEE DETAIL BELOW
- GRANVILLE PREMIER LED3 STREET LIGHT, OR APPROVED EQUAL. PROVIDE LUNAR OPTICS SHIELDING, OR APPROVED EQUAL, ON HOUSE SIDE OF STREET LIGHT.
- P.E.U INDICATES STREETLIGHT WITH PHOTO ELECTRICAL UNIT
- EXISTING TYPE A STREETLIGHT
- MONUMENT BOX PER CITY DETAIL 4-26



STOP LEGEND DETAIL
N.T.S.

WOOD RODGERS
REGISTERED PROFESSIONAL ENGINEER
MICHAEL P. MOSER
No.73891
Exp.6/30/2023
CIVIL
STATE OF CALIFORNIA
DATE: 03/10/2022

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SCALE:
H: 1"=40'
V: NA

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: M.CONTRERAS
DATE: JUNE 2021
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R.C.E. NO. 84954 DATE: 3/31/22
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IMPROVEMENT PLANS FOR:

WALNUT LANE 10
STREET LIGHT LOCATION AND SIGNING + STRIPING PLAN

DWG. NO. ST-1
SHEET 11 OF 17

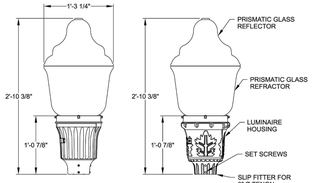
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HOLOPHANE
LEADER IN LIGHTING SOLUTIONS

Catalog Number	
Notes	Type



* Shown with MS Housing



Maximum weight - 64 lbs
Maximum effective projected area - 1.38 sq. ft.

GPD3

Granville Premier LED3

SPECIFICATIONS

General Description
The Granville Premier LED3 is designed for ease of maintenance with the plug-in electrical module common to each of the luminaires in Holophane's Utility Luminaire Series. The traditional acorn-shaped luminaire, while reminiscent of the 1920's, contains a powerful, stalk-mounted Chip-On-Board LED platform with a precision optical system that maximizes post spacings while maintaining uniform illumination.

Mechanical Specifications
The luminaire housing shall:
- Be heavy grade A360 cast aluminum (aluminum with <1% copper)
- IP55 rated housing provides tool-less access with a spring-loaded latch
- Incorporate a hidden hinge door allowing the door to swing open and remain open
- Offer an EEI- NEMA twist lock photocontrol receptacle, the housing contains a tempered glass window to allow light to reach the cell
- Mount to slip-fitter that will accept 3" high by 2-7/8" to 3-1/8" O.D. pole tenon
- Provide four uniquely designed stainless steel spring clips, enclosed in a clear polyvinyl chloride sleeve and adjusted by 1/4-20 hex-head bolts that securely cradle the prismatic glass refractor. The same ¼-20 bolts also support the decorative rib and banding assembly.

The finish shall:
- Utilize a polyester power coat paint to ensure maximum durability
- Meet 5,000-hour salt spray
- Offer Tiger Drylac finishes that are applied by a Tiger Drylac certified facility.

Electrical Specifications
The driver shall meet the following requirements:
- Certified by UL or CSA for wet locations
- A factory programmable electronic driver with 0-10V dimming control leads
- LEDs shall have a minimum of 70 CRI and available in 2700K, 3000K, 4000K, and 5000K CCT
- The electrical system shall be designed to meet ANSI/IEEE C62.41.2 and shall offer a 10kV/5kA surge protection, fail off, as standard with an upgradable 20kV/10kA surge protection, fail off with indicator light, option
- Lumen output can be customized prior to manufacturing by way of FPDxx Options
- The electrical components are mounted on an aluminum plate that is removeable with minimum use of tools. A matching five conductor plug connects to the receptacle in the luminaire housing to complete the wiring. For photoelectric operation, the electrical module is provided with an EEI-NEMA twist-lock photocell receptacle.

Optical Specifications
The optical system is IP66 rated and consists of a precisely molded thermal resistant borosilicate glass refractor and top reflector mounted within the decorative glass optic. The top reflector redirects over 50% of the upward light into the controlling refractor while allowing a soft up-light component to define the traditional acorn shape of the luminaire. The lower refractor uses precisely molded prisms to maximize the pole spacing while maintaining uniform illuminance. Two refractors are available, designed for IES type III and V distributions. Lunar Optics shielding is available for asymmetric and symmetric distributions.

Control Options
The control options shall include, but not limited to, the following:
- Field adjustable output to adjust output to luminaire - AO
- Long life photocontrol, 20 years – PC1L, P34 and P48 with DTL
- 3 and 7 pin receptacles internally in housing (PR3, PR7) or inside glass mounted (PR7E)
- nLight Air rSBDR6 outdoor fixture-mounted motion and photo-sensor, features a dual radio to communicate wirelessly to other nLight Air devices for group response to motion, on/off control in response to daylight and by switch – RSBDR6
- Fixture embedded nLight Air network interface for individual fixture control and dimming - NETAIR2.

Certification and Standards
- Luminaire shall be UL or CSA listed.
- Suitable for operation in an ambient temperature up to 40°C / 105°F per UL or CSA certification
- LM79 compliant
- DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check with the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Warranty – 5 Years Limited
Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C.

LUMEN AMBIENT TEMPERATURE (LAT) MULTIPLIERS

Use the factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F)

Ambient Temp		Lumen Multiplier	
°C	°F	P10, P20	P30, P40, P50
0	32	1.03	1.04
5	41	1.02	1.04
10	50	1.02	1.03
15	59	1.01	1.02
20	68	1.01	1.01
25	77	1.00	1.00
30	86	0.99	0.99
35	94	0.99	0.98
40	104	0.98	0.97

PROJECTED LED LUMEN MAINTENANCE

Data references the extrapolated performance projections for the platforms noted in 25°C ambient, based on 6,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11). To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Lumen Maintenance - LLD (Same for all LED packages)							
Hours	**0**	**25,000**	**36,000**	**50,000**	***60,000***	***75,000***	***100,000***
Factor	1	0.96	0.94	0.91	*0.90*	*0.87*	*0.83*

The italicized data is extrapolated beyond the TM-21 standard.

PERFORMANCE DATA

Performance Package	Distribution	Input Watts	27K (2700K CCT, 70 CRI)					30K (3000K CCT, 70 CRI)					40K (4000K CCT, 70 CRI)					50K (5000K CCT, 70 CRI)				
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
P10	GL3	23	2,965	129	1	4	2	3,365	146	1	4	3	3,428	149	1	4	3	3,490	152	1	4	3
	GL5		2,906	126	2	4	2	3,299	143	2	4	2	3,361	146	2	4	2	3,421	149	2	4	2
	GL3LU		2,335	102	1	3	1	2,650	115	1	3	1	2,699	117	1	3	1	2,748	119	1	3	1
	GL5LU		2,269	99	2	3	1	2,575	112	2	3	1	2,623	114	2	3	1	2,670	116	2	3	1
P20	GL3	37	4,698	127	2	4	3	5,333	144	2	5	3	5,432	147	2	5	3	5,531	149	2	5	3
	GL5		4,607	125	3	4	2	5,229	141	3	4	3	5,325	144	3	4	3	5,422	147	3	5	3
	GL3LU		3,700	100	2	3	2	4,200	114	2	3	2	4,278	116	2	3	2	4,356	118	2	3	2
	GL5LU		3,595	97	2	3	1	4,081	110	3	3	2	4,157	112	3	3	2	4,232	114	3	3	2
P30	GL3	57	7,594	133	3	5	4	8,619	151	3	5	4	8,779	154	3	5	4	8,939	157	3	5	4
	GL5		7,445	131	3	5	3	8,444	148	3	5	3	8,607	151	3	5	3	8,764	154	3	5	3
	GL3LU		5,980	105	2	3	2	6,788	119	3	3	3	6,914	121	3	3	3	7,039	123	3	3	3
	GL5LU		5,811	102	3	3	2	6,596	116	3	3	2	6,718	118	3	4	2	6,840	120	3	4	2
P40	GL3	78	10,123	130	3	5	5	11,490	147	3	5	5	11,703	150	3	5	5	11,916	153	3	5	5
	GL5		9,924	127	3	5	3	11,266	144	4	5	4	11,475	147	4	5	4	11,682	150	4	5	4
	GL3LU		7,972	102	3	3	3	9,049	116	3	4	3	9,216	118	3	4	3	9,384	120	3	4	3
	GL5LU		7,746	99	3	4	2	8,792	113	3	4	2	8,955	115	3	4	2	9,118	117	3	4	2
P50	GL3	95	12,067	127	3	5	5	13,697	144	3	5	5	13,950	147	3	5	5	14,204	150	3	5	5
	GL5		11,830	125	4	5	4	13,418	141	4	5	4	13,678	144	4	5	4	13,927	147	4	5	4
	GL3LU		9,503	100	3	4	3	10,786	114	3	4	3	10,986	116	3	4	3	11,186	118	3	4	3
	GL5LU		9,233	97	3	4	3	10,481	110	4	4	3	10,675	112	4	4	3	10,869	114	4	4	3

ORDERING INFORMATION

Example: GPD3 P30 30K MVOLT MS GL3 BK RB ST TBK A0

Series		LED Performance Package		LED Color temperature		Voltage		Housing Style	
GPD3	Granville Premier LED3	P10	3,400 nominal lumens	27K	2700K CCT	MVOLT	Auto-Sensing 120-277V 50/60HZ	MS	Modern Style Swing Open Design
		P20	5,400 nominal lumens	30K	3000K CCT	HVOLT	Auto-Sensing 347-480V 50/60HZ	LS	Leaf Style Swing Open Design
		P30	8,800 nominal lumens	40K	4000K CCT				
		P40	11,700 nominal lumens	50K	5000K CCT				
		P50	14,000 nominal lumens						

Optics		Housing Color		Trim		Finial		Trim Color	
GL3	Glass, Type III	BK	Black	(Blank)	No Trim	(Blank)	No Finial	TBK	Black
GL5	Glass, Type V	BZ	Bronze	RB	Ribs & Band	BL	Ball	TBZ	Bronze
GL3LU	Glass, Type III Lunar Optics	GH	Graphite			CL	Clear	TGL	Gold
GL5LU	Glass, Type V Lunar Optics	GN	Green			EG	Eagle	TGH	Graphite
		GR	Grey			FL	Flower	TGN	Green
		PP	Prime Paint			PN	Pawn	TGR	Grey
		WH	White			CR	Cross	TPP	Prime Paint
		CMC	CustomMatchColor Finish			ST	Standard	TWH	White
		XX	STD Finish, TBD			RM	Roman Cross	TCMC	Custom Match Color Finish
		RAL	RAL Specified					TRAL	RAL Color
								TXX	STD Finish, TBD

Options: *Option Compatibility Matrix on page 3 of 4*

CONTROLS OPTIONS
- A0 Field Adjustable Output
- DE ROAM 0-10 Volt Dimming Controls, includes NEMA twistlock photocontrol receptacle
- PR3 NEMA twistlock photocontrol receptacle - 3 pin
- PR7 NEMA twistlock dimming photocontrol receptacle - 7 pin
- PR7E NEMA twistlock dimming photocontrol receptacle - 7 Pin (Under Glass)
- PC1L Long Life DTL Twistlock Photocontrol for Solid State, MVOLT
- P34 Long Life DTL Twistlock Photocontrol for Solid State, 347V
- P48 Long Life DTL Twistlock Photocontrol for Solid State, 480V
- SH Shorting Cap
- RSBDR6 nLight Motion Sensing Photocontrols
- NLTAIR2 nLight nIO 2.0 Antenna

DRIVER ELECTRICAL OPTIONS
- FPDxx Factory Programmed Driver
- 20KV Extreme surge protection 20kV/10kA, fail off with indicator light

PREWIRED LEAD OPTIONS
- L1ft 1.5 ft prewired leads
- L03 3ft prewired leads
- L10 10 ft prewired leads
- L20 20 ft prewired leads
- L25 25 ft prewired leads
- L30 30 ft prewired leads

COVER OPTIONS
- FC Full Cover
- MC Mayfield Half Cover

NEMA LABEL OPTIONS
- NLTXT1 1" X 1" ANSI Wattage Label
- NLTX2 2" X 2" ANSI Wattage Label

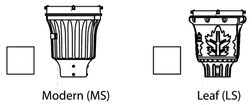
Accessories: *Order as separate catalog number*

DECORATIVE BAND OPTIONS
- GYBANDX Decorative Band

(Field installed. For use with units without factory installed ribs and band and no finial. Insert finial color for X)

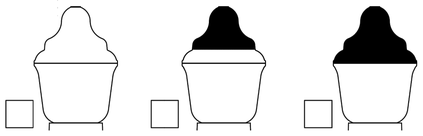
HOUSE-SIDE SHIELD OPTIONS
- GYDHSS90 House Side Shield Solid 90°
- GYDHSS12 House Side Shield Solid 120°
- GYDHSS18 House Side Shield Solid 180°
- GYDHSL90 House Side Shield Solid 90° (Lunar)
- GYDHSL12 House Side Shield Solid 120° (Lunar)
- GYDHSL18 House Side Shield Solid 180° (Lunar)

Housing



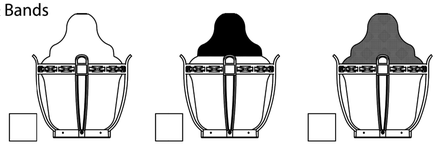
Modern (MS) Leaf (LS)

Cover



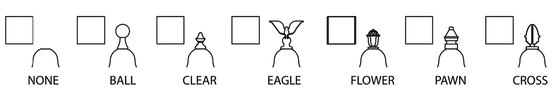
No Cover Mayfield Cover (MC) Full Cover (FC)

Ribs & Bands



Ribs and Band (RB) Ribs, Band and Mayfield Cover (RB & MC) Ribs, Band and Full Cover (RB & FC)

Finial



NONE (Blank) BALL (BL) CLEAR (CL) EAGLE (EG) FLOWER (FL) PAWN (PN) CROSS (CR)

NOTE:
THESE DETAILS ARE SHOWN FOR REFERENCE ONLY. REFER TO PG&E ELECTRIC PLANS & MATERIAL LIST FOR LIGHT LOCATIONS, CIRCUITRY, CODE NUMBERS, ETC.

WOOD RODGERS
REGISTERED PROFESSIONAL ENGINEER
MICHAEL P. MORRISEY
No. 73891
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA
DATE: 03/10/2022

REVISIONS NO.	DESCRIPTION	ENGR INIT	CITY APPROVAL BY	DATE
1				

BENCHMARK ELEV. 130.154
DESCRIPTION: NGS POINT B 849 (NAVD 88) APPROX 68.9' EAST OF THE CENTERLINE OF RAILROAD AVE. 48.9' NORTHEAST OF A POWER LINE POLE 40.4' EAST OF A ROW OF TREES, 21.0' EAST OF THE WESTERN TWO CONCRETE HEAD WALLS AND 4.9' NORTH OF A CARSONITE WITNESS POST.

SCALE: H: NA V: NA

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: M.CONTRERAS DATE: JUNE 2021
DESIGNED BY: A. FISCHLIN R.C.E. NO. 84954 DATE: 3/31/22
CHECKED BY: C. CONTRERAS R.C.E. NO. 63680 DATE: 9/30/22

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 VERNON STREET ROSEVILLE, CA 95678
TEL 916.341.7760 FAX 916.341.7767

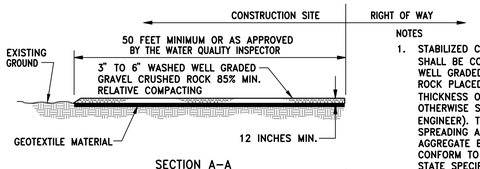
IMPROVEMENT PLANS FOR:
WALNUT LANE 10
STREET LIGHT DETAILS

DWG. NO. SL-1
SHEET 12 OF 17

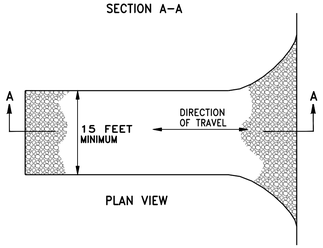
J:\3000-3\3563.002_Winters_Corbett_DA\Civil\Dwg\C12-SL01-C10.dwg 3/14/2022 2:00 PM Marisol Contreras

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)

1. CONTRACTOR IS ADVISED THAT THE STATE OF CALIFORNIA HAS ADOPTED NATIONAL POLLUTION DISCHARGE ELIMINATION REQUIREMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CLEAN WATER ACT. THIS PROJECT IS SUBJECT TO ALL OF THE REQUIREMENTS CONTAINED IN THOSE ACTS THE CONTRACTOR SHALL ABIDE BY ALL OF THE LAWS, ORDINANCES AND REGULATIONS ASSOCIATED WITH THE NPDS AND THE CLEAN WATER ACT.
2. AS PART OF THE NPDS REQUIREMENTS, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE DEVELOPED FOR THE PROJECT. AN OUTLINE OF THIS PLAN HAS BEEN DEVELOPED BY THE OWNER. THE CONTRACTOR SHALL COMPLETE THE SWPPP AND UPDATE IT AS NECESSARY THROUGHOUT CONSTRUCTION OF THE PROJECT. A COPY OF THE OUTLINE SWPPP IS AVAILABLE FROM THE OWNER.
3. THE STORM WATER POLLUTION PREVENTION PLAN MUST BE MAINTAINED THROUGHOUT THE COURSE OF CONSTRUCTION AND BE AVAILABLE AT THE CONSTRUCTION SITE. THE CONTRACTOR IS ADVISED THAT HE SHALL CONFORM TO THIS REQUIREMENT AND THAT HE SHALL IMPLEMENT ALL OF THE MEASURES REQUIRED BY THE STORM WATER POLLUTION PREVENTION PLAN, INCLUDING MAINTENANCE OF DILIGENT RECORD KEEPING AND LOGS AS REQUIRED BY THE SWPPP.
4. THE CONTRACTOR SHALL PROVIDE COPIES OF THE UPDATED STORM WATER POLLUTION PREVENTION PLAN TO THE CITY AND OWNER PRIOR TO STARTING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL PROVIDE COPIES OF HIS SWPPP RECORDS AND LOGS DURING THE COURSE OF CONSTRUCTION, ON A MONTHLY BASIS, TO THE OWNER. THE CONTRACTOR SHALL ALSO KEEP COPIES OF THESE RECORDS AND LOGS WITH THE SWPPP AT THE CONSTRUCTION SITE FOR POTENTIAL VIEWING BY THE STATE OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD.



SECTION A-A



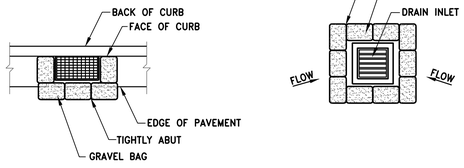
PLAN VIEW

NOTES

1. STABILIZED CONSTRUCTION SITE ACCESS SHALL BE CONSTRUCTED OF 3" TO 6" WELL GRADED GRAVEL OR CRUSHED ROCK PLACED TO A MINIMUM THICKNESS OF 12 INCHES (UNLESS OTHERWISE SPECIFIED BY THE SOILS ENGINEER). THE METHOD OF PLACING, SPREADING AND COMPACTING AGGREGATE BASE MATERIAL SHALL CONFORM TO SECTION 26 OF THE STATE SPECIFICATIONS.
2. LENGTH OF ENTRANCE SHALL BE A MINIMUM OF 50 FEET. WIDTH SHALL BE A MIN. OF 15 FT OR GREATER IF NECESSARY TO COVER ALL VEHICULAR INGRESS AND EGRESS. PROVIDE AMPLE TURNING RADII.
3. ACCESSES SHALL BE INSPECTED MONTHLY AND AFTER EACH RAINFALL WITH MAINTENANCE PROVIDED AS NECESSARY. MATERIAL SHALL BE REPLACED WHEN SURFACE VOIDS ARE VISIBLE.
4. ALL SEDIMENT DEPOSITED ON PAVED SURFACES SHALL BE REMOVED EVERY 24-HOURS.
5. ENTRANCE SHALL BE GRADED TO PREVENT RUNOFF OFFSITE

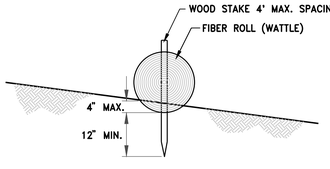
STABILIZED CONSTRUCTION ENTRANCE

N.T.S.

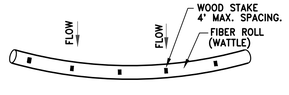


GRAVEL BAG DRAIN INLET DETAIL

N.T.S.



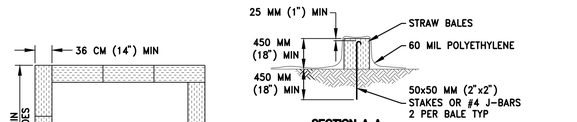
PROFILE VIEW
EMBEDMENT DETAIL



PLAN VIEW
ALIGNMENT DETAIL

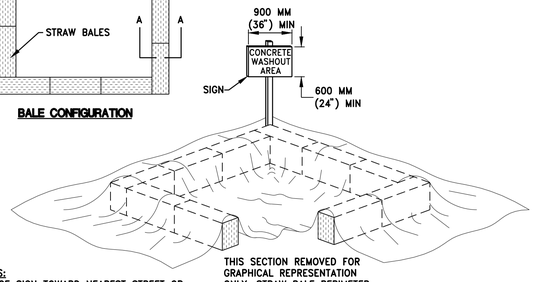
FIBER ROLL (WATTLE) INSTALLATION DETAIL

N.T.S.



BALE CONFIGURATION

SECTION A-A



THIS SECTION REMOVED FOR GRAPHICAL REPRESENTATION ONLY. STRAW BALE PERIMETER SHALL BE CONTINUOUS.

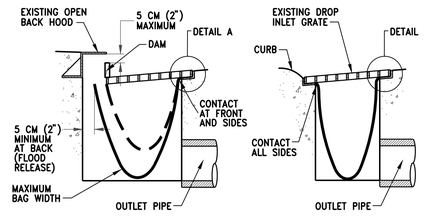
NOTES:
1. FACE SIGN TOWARD NEAREST STREET OR ACCESS POINT.
2. CONCRETE WASHOUT SHALL BE LOCATED BEHIND THE CURB AND 15 M (50 FT) MINIMUM FROM DRAINAGE INLETS OR WATERCOURSES.

CONCRETE WASHOUT

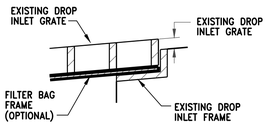
NTS

PLACEMENT AT TYPE B AND E DROP INLETS

PLACEMENT AT TYPE A, C, D, & F DROP INLETS AND PARKING LOTS



DETAIL A



STORM DRAIN INLET FILTER BAG

N.T.S.

NOTES:
1. THE MAXIMUM DRAINAGE AREA PER FILTER SHALL BE NO MORE THAN 2 ACRES.
2. THE FILTER BAG SHALL BE MANUFACTURED FROM UV RESISTANT POLYPROPYLENE, NYLON, POLYESTER, OR ETHYLENE FABRIC WITH A MINIMUM TENSILE STRENGTH OF 50 LBS. PER LINEAL FOOT. AN EQUIVALENT OPENING SIZE NOT GREATER THAN A 20 SIEVE AND WITH A MINIMUM FLOW RATE OF 40 GALLONS / MINUTE / SQ. FT.
3. THE FILTER BAG MAY BE SUSPENDED FROM OR HELD IN PLACE BY THE EXISTING INLET GRATE (OR OTHER APPROVED METHOD). PROVIDING NO MODIFICATION OR DAMAGE SHALL BE DONE TO THE INLET GRATE OR FRAME. THE INLET GRATE SHALL NOT BE CAUSED TO REST MORE THAN 1/2" ABOVE THE INLET FRAME (SEE DETAIL A).
4. THE FILTER BAG MAY EXTEND TO THE BOTTOM OF THE INLET BOX PROVIDED THE OUTLET PIPE IS UNOBSTRUCTED.
5. FLOWS SHALL NOT BE ALLOWED TO BYPASS THE BAG. THE BAG OR IT'S FRAME SHALL CATCH FLOWS AT ALL SIDES OF THE INLET, EXCEPT AS SHOWN FOR FLOOD RELEASE.
6. INLET FILTER BAGS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL DURING THE WET SEASON AND MONTHLY DURING THE DRY SEASON. SEDIMENT AND DEBRIS SHALL BE REMOVED BEFORE ACCUMULATIONS HAVE REACHED ONE THIRD THE DEPTH OF THE BAG. BAGS SHALL BE REPAIRED OR REPLACED AS SOON AS DAMAGE OCCURS.

SEDIMENTATION CONTROL NOTES

1. SURFACE RUNOFF FROM GRADED AREAS WILL NOT BE ALLOWED TO RUN INTO THE STORM DRAIN SYSTEM AT ANY TIME. AS SOON AS IS PRACTICAL AFTER THE NEW ONSITE STORM DRAIN SYSTEM IS INSTALLED, THE CATCH BASINS SHALL BE INSTALLED AND THE BMP'S SHALL BE INSTALLED AS DESCRIBED IN SECTION 19.05, CONSTRUCTION SPECIFICATIONS. IF SITE CONSTRUCTION OCCURS BETWEEN OCTOBER 1 AND APRIL 15 THEN THE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN A SEDIMENTATION BARRIER AROUND ALL INLETS.
2. THE CONTRACTOR SHALL HYDROSEED ALL DISTURBED AREAS, NATIVE SEED MIX SHALL BE APPLIED AT A RATE OF 200 POUNDS PER ACRE. ALL HYDROSEEDING SHALL BE COMPLETED BY THE END OF SEPTEMBER. OR RESEED AS NECESSARY THE CONTRACTOR SHALL WATER SEEDED AREAS TO ENSURE SUFFICIENT PLANT DEVELOPMENT FOR EROSION CONTROL.
3. NO CONCRETE, GRAVEL, ASPHALT PRODUCT, TOPSOIL, OR OTHER CONSTRUCTION MATERIAL THAT MAY BE ERODED SHALL BE STORED ON ANY PAVED SURFACE AT ANY TIME.
4. NO GAS, OIL OR OTHER PETROLEUM-BASED PRODUCTS SHALL BE STORED ON ANY PAVED SURFACES.
5. AFTER PAVEMENT IS CONSTRUCTED, BUT PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR WILL PLACE A FILTER FABRIC INLET FILTER AROUND ALL INLETS. BARRIERS AROUND INLETS IN STREET SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS.
6. ALL CONTRACTOR'S EQUIPMENT SHALL BE CLEANED IN A CONTROLLED RUNOFF AREA. RUNOFF FROM THE CLEANING PROCESS SHALL NOT BE ALLOWED TO ENTER THE DRAINAGE SYSTEM.
7. PAVED SURFACES SHALL NOT BE WASHED WITH WATER. INSTEAD, ACCUMULATED MATERIALS WILL BE SWEPT AND REMOVED WITH MECHANICAL EQUIPMENT.
8. REMOVE SEDIMENTS GENERATED DURING STORMS FROM AROUND SEDIMENTATION BARRIERS IMMEDIATELY FOLLOWING EACH STORM.

EROSION CONTROL & WINTERIZATION NOTES

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PREVENT DISCHARGE OF SEDIMENT FROM THE SITE TO ANY WATERCOURSE, DRAINAGE SYSTEM, OR ADJACENT PROPERTY AND TO PROTECT WATERCOURSES AND ADJACENT PROPERTIES FROM DAMAGE BY EROSION OR DEPOSITION WHICH MAY RESULT FROM THE PERMITTED GRADING.
2. A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE DEVELOPED AND IMPLEMENTED, AT ALL TIMES DURING CONSTRUCTION, PER THE REQUIREMENTS OF THE GENERAL PERMIT AND THE CONSTRUCTION STORM WATER RUNOFF CONTROL ORDINANCE. THE SWPPP SHALL BE APPROVED BY THE CITY PRIOR TO THE ISSUANCE OF THE GRADING PERMIT AND PRIOR TO ANY GROUND DISTURBING ACTIVITIES.
3. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE OR BE CAPABLE OF BEING IN PLACE WITHIN 24 HOURS. FAILURE TO COMPLY MAY RESULT IN IMMEDIATE SUSPENSION OF ALL GRADING ACTIVITIES WITHOUT PRIOR NOTICE.
4. ALL DISTURBED SLOPES GREATER THAN 10:1 SHALL BE BROADCAST WITH CLEAN, SMALL GRAIN STRAW (WHEAT, RICE, BARLEY, OAT) AT A RATE OF 2,000 LBS. PER ACRE (25 BALES PER ACRE) IF SEEDED AND 3,000 LBS. PER ACRE (50 BALES) IF UNSEEDED. STRAW SHALL BE PRESSED IN PLACE ON SLOPES EQUAL TO OR GREATER THAN 3:1 OR SHALL HAVE EROSION NETTING INSTALLED.
5. ALL GRADED AREAS SHALL BE COVERED WITH STRAW MULCH AT THE RATE OF 3,000 LBS. PER ACRE IF UNSEEDED OR 2,000 LBS. PER ACRE IF SEEDED AND STRAW SHALL BE PRESSED IN PLACE.
6. STRAW BALES SHALL BE STOCKPILED ON SITE AT A RATE OF 1.5 BALES PER PROJECT ACRE. BALES SHOULD BE PRESENT BY SEPTEMBER 25. STOCKPILED STRAW SHALL BE COVERED TO ASSURE A DRY SUPPLY OF STRAW.
7. SILT FENCES AND/OR STRAW BALE DIKES (SECTION I.D.) SHALL BE INSTALLED FOLLOWING THE CONTOUR, ON DISTURBED SLOPES WHERE SEDIMENT HAS THE CAPABILITY OF BEING TRANSPORTED TO STORM DRAIN INLETS OR WETLANDS OR DRAINAGE AREAS. SPACING REQUIREMENTS ARE : 1) 200 FEET ON SLOPES FROM 0-15% WITH A 1/2 TO 1 ACRE DRAINAGE AREA, AND 2) 100 FEET ON 15+% SLOPES WITH LESS THAN 1/2 ACRE DRAINAGE AREA.
8. ALL STOCKPILED SOIL SHALL BE COVERED (OR CAPABLE OF BEING COVERED WITHIN 24 HOURS) WITH STRAW MULCH AT A RATE OF BALE PER 1000 SQUARE FEET OR WITH PLASTIC SHEETING. ALL STOCKPILED SOIL SHALL HAVE SILT FENCES OR STRAW BALE DIKES (I.D.) PLACED AT THE TOE OF THE MATERIAL. IN ADDITION, NO MATERIAL SHALL BE STOCKPILED WITHIN 50 FEET OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES (AS MEASURED FROM THE CENTERLINE OF THE DRAINAGE).
9. CROSS-ROAD AND/OR CROSS SLOPE DRAINS (WATER BARS) SHALL BE PLACED ON DISTURBED AREAS THAT ARE USED FOR ROADS, PARKING, OR OTHER GRADED AREAS WHICH HAVE NOT BEEN STABILIZED BY GRAVEL SURFACING OR VEGETATIVE MEANS.
10. TEMPORARY PERIMETER DIKES SHALL BE CONSTRUCTED AROUND DISTURBED AREAS TO DIVERT SEDIMENT TO SEDIMENT TRAPS. THEY SHALL BE USED ONLY DURING THE CONSTRUCTION PERIOD UNTIL THE SLOPES ARE STABILIZED.
11. STRAW BALE CHECK DAMS SHALL BE CONSTRUCTED ACROSS SWALES, GULLIES, OR DRAINAGEWAYS, THAT HAVE WATER SHEDS LESS THAN 2 ACRES IN SIZE AND ARE NOT PERENNIAL STREAMS. MAXIMUM HEIGHT OF THE CHECK DAM CENTER SHALL BE 2 FEET WITH THE CENTER OF THE CHECK DAM 6 INCHES LOWER THAN THE OUTER EDGES.
12. SEDIMENT AND TRASH ACCUMULATED IN DRAINAGES OR SEDIMENT TRAPS MUST BE MONITORED AND REMOVED ON A REGULAR BASIS BY CONTRACTOR TO REMAIN IN COMPLIANCE. TRASH SHALL BE REMOVED AT LEAST WEEKLY.
13. NO GRADING OR TRENCHING (EXCEPT THAT REQUIRED FOR EROSION OR SEDIMENT CONTROL) SHALL OCCUR WITHIN 50 FEET FROM THE CENTERLINE OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES BETWEEN OCTOBER 5 AND MAY 1, UNLESS APPROVED BY THE PUBLIC WORKS DEPARTMENT.
14. ALL EROSION AND SEDIMENT CONTROL FEATURES SHALL BE MONITORED BY THE CONTRACTOR DURING ALL STORMS TO ENSURE CONTROL FEATURES ARE WORKING PROPERLY. ALTERNATE MEASURES MUST BE INSTALLED IF ORIGINAL MEASURES FAIL.
15. ALL BMP'S ARE TO BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION AND UNTIL ALL DISTURBED AREAS ARE STABILIZED. CHANGES TO THE EROSION CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS WITH APPROVAL FROM CITY ENGINEER.
16. REFER TO PROJECT SWPPP FOR ADDITIONAL REQUIREMENTS. SHOULD DISCREPANCIES EXIST BETWEEN THIS PLAN AND THE SWPPP, THE SWPPP SHALL GOVERN.
17. THE NAME, ADDRESS AND 24 HOUR TELEPHONE NUMBER OF THE PERSON RESPONSIBLE FOR IMPLEMENTATION OF THE EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE PROVIDED.
18. THE EROSION AND SEDIMENTATION CONTROL PLAN COVERS ONLY THE FIRST WINTER DURING WHICH CONSTRUCTION IS TO TAKE PLACE. PLANS ARE TO BE RESUBMITTED PRIOR TO SEPTEMBER 1ST OF EACH SUBSEQUENT YEAR UNTIL THE CITY ACCEPTS THE SITE IMPROVEMENTS.
19. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT AND REPAIR ALL EROSION CONTROL FACILITIES AT THE END OF EACH WORK DAY DURING THE RAINY SEASON.
20. THE EROSION AND SEDIMENTATION CONTROL PLAN, DETAILS, NOTES AND CALCULATIONS IF REQUIRED, MUST BE A PART OF THE PLAN CHECK SUBMITTAL PACKAGE FOR EITHER GRADING PERMIT ONLY OR FINAL SIT APPROVAL. THE DESIGN ENGINEER PRIOR TO PLAN PREPARATION SHOULD CONSULT THE CITY ENGINEER IF THE NEED FOR A SEPARATE PLAN IS IN DOUBT.
21. ALL EROSION CONTROL PRACTICES SHALL ADHERE TO CITY STANDARDS SECTION 11.04.

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER MICHAEL P. MORRIS No.73891 Exp.6/30/2023 CIVIL STATE OF CALIFORNIA

DATE: 03/10/2022

REVISIONS NO.	DESCRIPTION	ENGR INIT	CITY APPROVAL BY	DATE
1				

BENCHMARK ELEV. 130.154
DESCRIPTION: NGS POINT B 849 (NAVD 88) APPROX 68.9' EAST OF THE CENTERLINE OF RAILROAD AVE. 48.9' NORTHEAST OF A POWER LINE POLE 40.4' EAST OF A ROW OF TREES, 21.0' EAST OF THE WESTERN TWO CONCRETE HEAD WALLS AND 4.9' NORTH OF A CARSONITE WITNESS POST.

SCALE: H: NTS V: NA

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: M.CONTRERAS DATE: JUNE 2021
DESIGNED BY: A. FISCHLIN R.C.E. NO. 84954 DATE: 3/31/22
CHECKED BY: C. CONTRERAS R.C.E. NO. 63680 DATE: 9/30/22

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 VERNON STREET ROSEVILLE, CA 95678
TEL 916.341.7760 FAX 916.341.7767

IMPROVEMENT PLANS FOR:
WALNUT LANE 10
EROSION AND SEDIMENT CONTROL NOTES AND DETAILS

DWG. NO. ER-1
SHEET 13 OF 17

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GENERAL NOTES

1. EROSION CONTROL BEST PRACTICES SHALL FOLLOW THE RECOMMENDATIONS OF THESE IMPROVEMENT PLANS AND THE PROJECT SWPPP AT ALL TIMES.
2. ALL EROSION CONTROL BMPS (TEMPORARY SOIL STABILIZATION) SHALL COMPLY WITH THE CALTRANS 2010 STANDARD SPECIFICATIONS, CALTRANS 2010 STANDARD PLANS AND CALTRANS CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (BMP) MANUAL DATED MARCH 2003.
3. SEE TITLE SHEET FOR WDID NUMBER.

CONSTRUCTION NOTES:

1. PLACE GRAVEL BAG INLET FILTER PROTECTION OR APPROVED EQUAL. SEE ER-1 FOR ADDITIONAL INFORMATION.
2. HYDROSEED AND/OR TACK & STRAW ALL SLOPES GREATER THAN 10:1 AND ALL DISTURBED AREAS THAT WON'T SEE PERMANENT IMPROVEMENTS.
3. PLACE STAKED FIBER ROLL/STRAW WATTLE AT TOE OF SLOPE/TBC/TBW, EDGE OF GRADING LIMITS (AS APPLICABLE). SEE SHEET ER-1 FOR ADDITIONAL INFORMATION.
4. HYDROSEED BUFFER STRIP AS SHOWN (20' MINIMUM) ADJACENT TO ALL ROADWAYS.
5. PLACE 2-STEP STRAW AND TACKIFIER ON ALL PADS (TYP)

   APPLY TEMPORARY HYDRAULIC MULCH (POLYMER STABILIZED FIBER MATRIX) AT THE FOLLOWING RATE:

   A. FIBER (STRAW) AT 2,000 LBS/ACRE

   B. TACKIFIER AT 8 GALLONS/ACRE
6. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE PER DETAIL ON SHEET ER-1
7. CONSTRUCT STAGING AREA

LEGEND

- SUBDIVISION BOUNDARY
- STRAW WATTLE SEDIMENT BARRIER
- DRAIN INLET PROTECTION
- CONSTRUCTION ENTRANCE
- CONSTRUCTION STAGING AREA (INCLUDES JOB TRAILER, MATERIAL STORAGE EQUIPMENT, STORAGE WASTE, STORAGE, AND CONCRETE WASHOUT).
- STRAW AND TACKIFIER
- HYDROSEEDING
- LIMITS OF GRADING APPROX. 15.6 ACRES
- OVERLAND RELEASE PATH

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER
MICHAEL P. MORRIS
No.73891
Exp.6/30/2023
CIVIL
STATE OF CALIFORNIA

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SCALE: H: 1"=40' V: NA

CITY OF WINTERS
DEPARTMENT OF UTILITIES

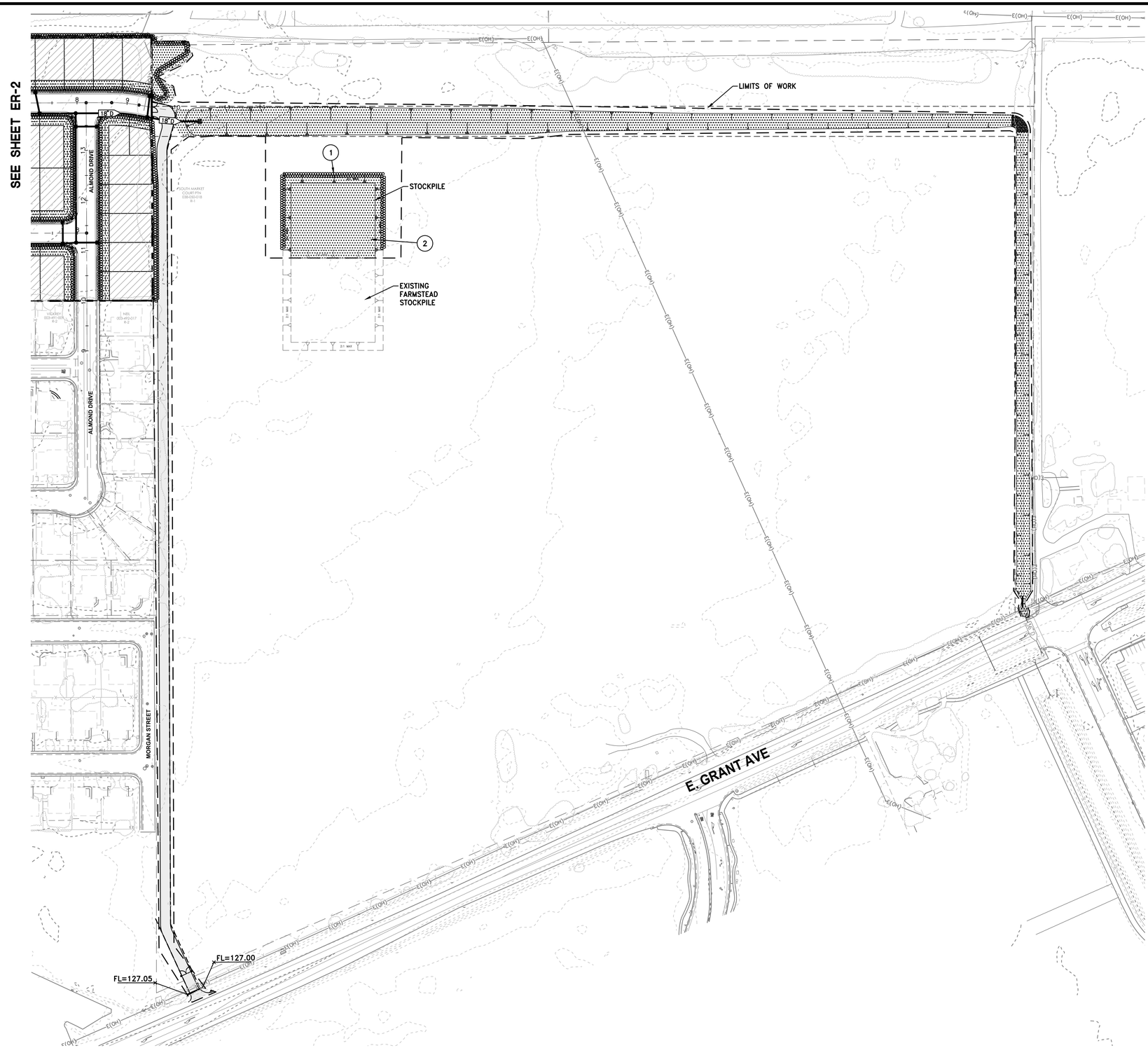
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IMPROVEMENT PLANS FOR:
WALNUT LANE 10
EROSION AND SEDIMENT CONTROL

DWG. NO. ER-2
SHEET 14 OF 17

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GENERAL NOTES

1. EROSION CONTROL BEST PRACTICES SHALL FOLLOW THE RECOMMENDATIONS OF THESE IMPROVEMENT PLANS AND THE PROJECT SWPPP AT ALL TIMES.
2. ALL EROSION CONTROL BMPS (TEMPORARY SOIL STABILIZATION) SHALL COMPLY WITH THE CALTRANS 2010 STANDARD SPECIFICATIONS. CALTRANS 2010 STANDARD PLANS AND CALTRANS CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (BMP) MANUAL DATED MARCH 2003.

CONSTRUCTION NOTES:

(1) PLACE STAKED FIBER ROLL/STRAW WATTLE AT TOE OF SLOPE/TBC/TBW, EDGE OF GRADING LIMITS (AS APPLICABLE). SEE SHEET ER-1 FOR ADDITIONAL INFORMATION.

(2) HYDROSEED AND/OR TACK & STRAW ALL SLOPES GREATER THAN 10:1 AND ALL DISTURBED AREAS THAT WON'T SEE PERMANENT IMPROVEMENTS.

100' 50' 0 100'
SCALE: 1" = 100'

WOOD RODGERS
REGISTERED PROFESSIONAL ENGINEER MICHAEL P. MOSTERT No.73891 Exp.6/30/2023 CIVIL STATE OF CALIFORNIA
DATE: 03/10/2022

REVISIONS NO.	DESCRIPTION	ENGR INIT	CITY APPROVAL BY	DATE
1				

BENCHMARK ELEV. 130.154
DESCRIPTION: NGS POINT B 849 (NAVD 88) APPROX 68.9' EAST OF THE CENTERLINE OF RAILROAD AVE. 48.9' NORTHEAST OF A POWER LINE POLE 40.4' EAST OF A ROW OF TREES, 21.0' EAST OF THE WESTERN TWO CONCRETE HEAD WALLS AND 4.9' NORTH OF A CARSONITE WITNESS POST.

SCALE: H: 1"=100' V: NA

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: M.CONTRERAS DATE: JUNE 2021
DESIGNED BY: A. FISCHLIN R.C.E. NO. 84954 DATE: 3/31/22
CHECKED BY: C. CONTRERAS R.C.E. NO. 63680 DATE: 9/30/22

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 VERNON STREET ROSEVILLE, CA 95678
TEL 916.341.7760 FAX 916.341.7767

IMPROVEMENT PLANS FOR:
WALNUT LANE 10
OFFSITE EROSION AND SEDIMENT CONTROL PLAN

DWG. NO. ER-3
SHEET 15 OF 17

J:\3000-s\3563.002_Winters_Corbett_OA\Civil\Dwg\C15-ER03-C10.dwg 3/14/2022 2:00 PM Marisol Contreras

INTENT OF DRAWINGS

1. TYPICAL DETAILS AND GENERAL NOTES ON THESE DRAWINGS APPLY TO ALL PARTS OF THE JOB EXCEPT WHERE SPECIFICALLY DETAILED OR NOTED OTHERWISE ON THEIR SHEET.
2. RESOLVE ANY CONFLICTS ON THE DRAWINGS WITH THE ARCHITECT AND ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION. DIMENSIONS TAKE PRECEDENCE OVER SCALE OF DRAWINGS. HOWEVER, ANY SIGNIFICANT CONFLICTS SHOULD BE RESOLVED AS NOTED ABOVE.
3. VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB. RESOLVE ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND INFORMATION SHOWN ON THESE DRAWINGS WITH THE ARCHITECT AND ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.

GENERAL

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS, GENERAL NOTES, AND SPECIFICATIONS.
2. ALL APPLICABLE REQUIREMENTS OF THE LOCAL CONSTRUCTION AND GENERAL INDUSTRY SAFETY ORDERS, THE OCCUPATIONAL SAFETY AND HEALTH ACT, AND THE CONSTRUCTION SAFETY ACT SHALL BE MET.
3. ALL ERECTION PROCEDURES SHALL CONFORM TO OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS. ANY DEVIATION MUST BE APPROVED BY OSHA PRIOR TO ERECTION.
4. ALL NECESSARY PERMITS, LICENSES, APPROVALS, FEES, NOTICES, ETC, SHALL BE OBTAINED PRIOR TO BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE STRUCTURE DURING THE CONSTRUCTION PERIOD. ALL WALLS, FLOORS, AND ROOF MEMBERS SHALL BE SECURELY SHORED AND BRACED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL RETAIN A REGISTERED CIVIL ENGINEER TO DESIGN ALL TEMPORARY SHORING, BRACING AND GUYS REQUIRED DURING CONSTRUCTION IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES.
6. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING LAGGING, SHORING AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS, AND UTILITIES IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITIES AGENCIES AS TO THE LOCATION OF ALL UNDERGROUND FACILITIES FOR THE PROTECTION OF AND REPAIR OF DAMAGE TO THEM. CALL "UNDERGROUND SERVICE ALERT" FORTY-EIGHT HOURS BEFORE DIGGING.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT, ENGINEER, AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK.
9. SHOP DRAWINGS REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO FABRICATION. ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE GENERAL CONTRACTOR BEFORE SUBMITTAL. THE ENGINEER'S REVIEW IS TO BE FOR CONFORMANCE WITH THE DESIGN CONCEPT AND GENERAL COMPLIANCE WITH THE RELEVANT CONTRACT DOCUMENTS. THE ENGINEER'S REVIEW DOES NOT RELIEVE THE CONTRACTOR OF THE SOLE RESPONSIBILITY TO REVIEW, CHECK AND COORDINATE THE SHOP DRAWINGS PRIOR TO SUBMISSION. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, DIMENSIONS, ETC.
10. ALL DETAILS DESIGNATED AS STANDARD OR TYPICAL SHALL APPLY TO ALL APPLICABLE CONDITIONS IN ADDITION TO OTHER SPECIFICALLY REFERENCED DETAILS AND SECTIONS.
11. DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO REVIEW BY THE ARCHITECT AND ENGINEER.
12. REFER TO CIVIL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR SIZE AND LOCATION OF ALL OPENINGS REQUIRED FOR DUCTS, PIPES AND PIPE SLEEVES, ELECTRICAL CONDUITS AND OTHER ITEMS TO BE EMBEDDED IN CONCRETE OR OTHERWISE INCORPORATED IN STRUCTURAL WORK. NO PIPE OR DUCTS SHALL BE EMBEDDED INTO STRUCTURAL MEMBERS UNLESS SHOWN ON THE PLANS.
13. ARCHITECTURAL, CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL PLANS ARE CONSIDERED A PART OF THE STRUCTURAL DESIGN DRAWINGS AND ARE TO BE USED TO DEFINE DETAIL CONFIGURATIONS INCLUDING, BUT NOT LIMITED TO RELATIVE LOCATION OF MEMBERS, ELEVATIONS, LOCATION OF ALL OPENINGS, ETC.
14. REFER TO ARCHITECTURAL PLANS FOR FLOOR DEPRESSIONS, OPENINGS, SLOPES, DRAINS, CURBS, PADS, EMBEDDED ITEMS, NON-BEARING PARTITIONS, STAIR HANGERS, ETC. REFER TO MECHANICAL, PLUMBING AND ELECTRICAL PLAN FOR SLEEVES, OPENINGS, AND HANGERS FOR PIPES, DUCTS AND EQUIPMENT.

TESTS AND INSPECTIONS

STRUCTURAL TESTS AND SPECIAL INSPECTIONS SHALL BE PROVIDED BY A QUALIFIED TESTING AND INSPECTION AGENCY AS REQUIRED BELOW AND SHALL CONFORM TO THE REQUIREMENTS OF CHAPTER 17 OF THE CBC.

TESTS:	INSPECTIONS:
☒ FILL COMPACTION	☒ SPECIAL GRADING, EXCAVATION AND FILLING
☒ REINFORCING STEEL	☐ PILE/PIER INSTALLATION
☒ CONCRETE	☒ REINFORCEMENT PLACEMENT
☐ STRUCTURAL STEEL	☒ CONCRETE PLACEMENT
☒ MASONRY	☐ SHOP WELDING
☒ GROUT AND MORTAR	☐ FIELD WELDING
☐ EPOXY AND EXPANSION ANCHORS	☐ HIGH STRENGTH BOLTING
☐ SHOTCRETE	☒ MASONRY PLACEMENT AND GROUTING

DESIGN CRITERIA

1. CODES AND STANDARDS:

   2019 CALIFORNIA BUILDING CODE (CBC)

   2018 INTERNATIONAL BUILDING CODE (IBC)

   ACI 318-14 ACI BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

   TMS 402-14 BUILDING CODE REQUIREMENTS AND SPECIFICATIONS FOR MASONRY STRUCTURES

DESIGN CRITERIA CONTINUED

1. WIND DESIGN CRITERIA;

BASIC WIND SPEED	= 95 MPH
RISK CATEGORY	= II
IMPORTANCE FACTOR	= 1.0

2. SEISMIC DESIGN CRITERIA:

LATITUDE	38.5319 N
LONGITUDE	-121.9661 E
SITE CLASS D	
SEISMIC DESIGN CATEGORY D	
RISK CATEGORY II	

   S_S = 1.221 Fa = 1.011 S_{DS} = 0.824
   S_1 = 0.443 Fv = 1.857 S_{D1} = 0.548
   I = 1.0

FOUNDATION AND GEOTECHNICAL DESIGN CRITERIA

1. FOUNDATION WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITION OF THE CBC, ALL APPLICABLE LOCAL CODES, AND THE GEOTECHNICAL REPORT WHERE PROVIDED.
2. THE FOUNDATION DESIGN IS BASED ON THE RECOMMENDATIONS STATED IN THE FOLLOWING GEOTECHNICAL REPORT:

TITLE	GEOTECHNICAL ENGINEERING REPORT WINTERS RANCH WINTERS, CALIFORNIA
BY	WALLACE KUHL & ASSOCIATES
WKA NO	13223.02
DATE	AUGUST 16, 2021

3. GEOTECHNICAL DESIGN PARAMETERS:

   ALLOWABLE BEARING PRESSURE

DEAD + LIVE	= 2500 PSF
DEAD + LIVE + WIND / SEISMIC	= 3325 PSF

   LATERAL EARTH PRESSURES

ACTIVE EARTH PRESSURE (LEVEL BACKFILL - UNDRAINED)	= 100 PCF
SOIL DENSITY	= 120 PCF

   LATERAL RESISTANCE

PASSIVE EARTH PRESSURE	= 250 PCF
COEFFICIENT OF FRICTION	= 0.25

4. UNLESS OTHERWISE INDICATED, FOUNDATION WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE ABOVE REFERENCED REPORT. THIS REPORT IS PART OF THESE DOCUMENTS AND SHOULD BE KEPT ON THE JOB SITE AT ALL TIMES.
5. FOUNDATION EXCAVATIONS SHALL BE EXAMINED AND CERTIFIED BY THE GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE PRIOR TO THE PLACEMENT OF ANY REINFORCING STEEL OR CONCRETE.
6. UNEXPECTED SOIL CONDITIONS: FOUNDATION DESIGN IS BASED UPON SOIL CONDITIONS SHOWN BY TEST BORINGS IN THE ABOVE REFERENCED REPORT. ANY SUBSURFACE CONDITIONS NOT IN ACCORDANCE WITH THE ABOVE REFERENCED GEOTECHNICAL REPORT SHALL BE REPORTED TO THE GEOTECHNICAL ENGINEER IMMEDIATELY FOR RESOLUTION PRIOR TO CONTINUING ANY WORK.
7. COMPACTION: MATERIAL FOR FILLING AND BACKFILLING SHALL CONSIST OF THE EXCAVATED MATERIAL AND/OR IMPORTED BORROW AS SPECIFIED IN THE ABOVE REFERENCED REPORT. MATERIAL SHALL BE FREE OF ORGANIC MATTER, TRASH, LUMBER OR OTHER DEBRIS. COMPACT IN ACCORDANCE WITH THE ABOVE REFERENCED REPORT.
8. FOOTINGS SHALL BEAR ON UNDISTURBED, FIRM NATURAL SOIL OR COMPACTED FILL AS REQUIRED BY THE GEOTECHNICAL REPORT. EARTH SHALL BE COMPACTED UNDER ALL SLABS AND AROUND THE SIDES OF ALL FOOTINGS.
9. FORM FOOTINGS AS NECESSARY TO ACHIEVE MINIMUM DIMENSIONS SHOWN ON THESE DRAWINGS. EARTH FORMS CAN BE USED IF SOIL CONDITIONS PERMIT EXCAVATION WITHOUT SOIL SLOUGHING DURING STEEL AND CONCRETE PLACEMENT. IF EARTH FORMS ARE USED, INCREASE WIDTH OF FOOTING ONE INCH ON EACH SIDE FROM SIZE SHOWN ON DRAWINGS.
10. BOTTOM OF FOOTINGS SHALL BE STEPPED AS NECESSARY TO PROVIDE LEVEL BEARING. CONTRACTOR SHALL PROVIDE PROPOSED STEPS WHERE REQUIRED BY SITE CONDITIONS AND BURIED UTILITY LOCATIONS IN ADDITION TO LOCATIONS SPECIFICALLY NOTED ON THE PLANS AND DETAILS FOR REVIEW AND APPROVAL.
11. FOUNDATION EXCAVATIONS SHALL BE CLEANED OF ANY LOOSENED SOILS, DEBRIS AND STANDING WATER BEFORE PLACING STEEL OR CONCRETE.

CONCRETE

1. ALL STRUCTURAL CONCRETE SHALL HAVE A DENSITY AFTER CURING BASED ON WEIGHT CLASSIFICATION AS SHOWN BELOW, UON:

   NORMAL WEIGHT: DENSITY = 145 PCF
2. ALL CONCRETE SHALL BE NORMAL WEIGHT UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
3. ALL STRUCTURAL CONCRETE SHALL BE MADE FROM AGGREGATES BASED ON WEIGHT CLASSIFICATION AS SHOWN BELOW, UON:

   NORMAL WEIGHT: ASTM C33 WITH PROVEN SHRINKAGE CHARACTERISTICS OF LESS THAN 0.05%

CONCRETE CONTINUED

1. ALL CONCRETE SHALL CONFORM TO THE MINIMUM COMPRESSIVE STRENGTHS AND WATER/CEMENTITIOUS MATERIAL RATIOS TABULATED BELOW:

	f'c (28 DAY)	W/C RATIO
STRUCTURAL CONCRETE:	3000 P.S.I.	0.47-.053
2. ALL CEMENT SHALL CONFORM TO ASTM C150 TYPE I OR II, U.O.N.
3. CONCRETE MIX DESIGNS SHALL BE PREPARED BY AN INDEPENDENT LABORATORY AND REVIEWED BY THE STRUCTURAL ENGINEER.
4. ADMIXTURES SHALL COMPLY WITH ASTM C494 AND BE OF A TYPE THAT INCREASES THE WORKABILITY OF THE CONCRETE, BUT SHALL NOT BE CONSIDERED TO REDUCE THE SPECIFIED MINIMUM CEMENT CONTENT. CALCIUM CHLORIDE SHALL NOT BE USED.
5. PLACEMENT OF CONCRETE SHALL BE IN CONFORMANCE WITH ACI 301.

CONCRETE MASONRY

1. CONCRETE MASONRY SYSTEM COMPRESSIVE STRENGTH f'm = 2000 PSI.
2. CONCRETE BLOCK, GRADE N-1 UNITS CONFORMING TO ASTM C90 WITH A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI.
3. MORTAR, TYPE S, CONFORMING TO ASTM C270 WITH A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI AT 28 DAYS.
4. GROUT, CONFORMING TO ASTM C476 MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI AT 28 DAYS WITH A FLUID CONSISTENCY. GROUT ALL CELLS SOLID.
5. PROVIDE TEST AS MAY BE REQUIRED BY THE BUILDING OFFICIAL.
6. THE THICKNESS OF GROUT BETWEEN BLOCK UNITS AND REINFORCING STEEL SHALL BE NOT LESS THAN ½" AND BETWEEN PARALLEL REINFORCING BARS, NOT LESS THAN ¾".
7. IF WORK IS STOPPED ONE HOUR OR LONGER, PROVIDE HORIZONTAL CONSTRUCTION JOINTS BY STOPPING THE GROUT 1 ½" BELOW THE TOP OF THE BLOCK.
8. CONTINUOUS INSPECTION BY AN INSPECTOR APPROVED BY THE ARCHITECT (OR) ENGINEER AND THE BUILDING DEPARTMENT IS REQUIRED.
9. SEE REINFORCING STEEL NOTES AND STANDARD DETAILS FOR REBAR REQUIREMENTS.
10. LAP ALL BARS 48 BAR DIAMETERS.
11. BEFORE BLOCK IS PLACED ON CONCRETE, THOROUGHLY CLEAN CONCRETE OF ALL LAITANCE AND ALL LOOSE MATERIAL. ROUGHEN AS IN A CONCRETE CONSTRUCTION JOINT.
12. CLEAN OUT OPENINGS SHALL BE PROVIDE AT THE BOTTOMS OF ALL CELLS TO BE FILLED AT EACH LIFT OR POUR OF GROUT WHERE SUCH LIFT OR POUR OF GROUT IS IN EXCESS OF 5'-0" IN HEIGHT. ANY OVERHANGING MORTAR OR OTHER OBSTRUCTION OR DEBRIS SHALL BE REMOVED FROM INSIDE OF SUCH CELLS. THE CLEANOUTS SHALL BE SEALED AFTER INSPECTION AND BEFORE GROUTING. VIBRATE AND REVIBRATE EACH LIFT.

REINFORCING STEEL

1. ALL REINFORCING STEEL SHALL CONFORM TO ASTM STANDARD AS NOTED:

TYPICAL REBAR:	A615 GRADE 60
REBAR WHERE SPECIFICALLY NOTED:	A615 GRADE 40
REBAR TO BE WELDED:	A706 GRADE 60
2. ALL CONCRETE SHALL BE REINFORCED UNLESS SPECIFICALLY NOTED "NOT REINFORCED" IN THE DRAWINGS. IF REINFORCING BARS ARE NOT SHOWN OR NOTED, PROVIDE SAME REINFORCEMENT AS FOR SIMILAR CONDITIONS ELSEWHERE IN THE WORK, OR AS DIRECTED BY THE ENGINEER.
3. REINFORCEMENT BARS #5 AND LARGER SHALL NOT BE SPLICED EXCEPT AS DETAILED AND LOCATED ON DRAWINGS. #4 AND SMALLER BARS WITH LENGTH NOT SHOWN SHALL BE CONTINUOUS, LAPPING IN CONCRETE 2'-6" MINIMUM. WALL HORIZONTAL REINFORCEMENT SPLICES SHALL BE STAGGERED, VERTICAL REINFORCEMENT SHALL BE SPLICED ONLY AT HORIZONTAL SUPPORTS, SUCH AS ROOF OR FLOOR UNLESS OTHERWISE NOTED ON DRAWINGS. ALL SPLICES SHALL BE CLASS B UON.
4. REINFORCEMENT BARS SHALL BE ACCURATELY PLACED AND FIRMLY SUPPORTED USING TIES AND SUPPORT BARS IN ADDITION TO REINFORCEMENT SHOWN WHERE FIRM AND ACCURATE PLACING IS NECESSARY AS SPECIFIED IN THE ACI STANDARDS. DOWELS SHOULD BE PROVIDED TO MATCH ALL REINFORCEMENT AT CONSTRUCTION JOINTS UNLESS OTHERWISE NOTED.
5. NO REINFORCEMENT WELDING (TACK WELDING INCLUDED) SHALL BE DONE UNLESS SHOWN ON THE DRAWINGS OR APPROVED BY THE ENGINEER.
6. ALL DIMENSIONS SHOWN FOR LOCATION OF REINFORCING ARE TO THE FACE OF BARS AND DENOTE CLEAR COVERAGE UNLESS OTHERWISE NOTED.
7. MINIMUM CONCRETE COVERAGE OF REINFORCING STEEL SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED ON PLANS:

CONCRETE CAST AGAINST EARTH	3"
FORMED CONCRETE EXPOSED TO EARTH OR WEATHER:	
#6-#18 BARS	2"
#5 BAR AND SMALLER	1 1/2"
FORMED CONCRETE NOT EXPOSED TO EARTH OR WEATHER:	
BARS IN SLABS AND WALLS	3/4"
BARS IN BEAMS AND COLUMNS	1 1/2"
8. DRAWINGS SHOW TYPICAL REINFORCING CONDITIONS. CONTRACTOR SHALL PREPARE DETAILED PLACEMENT DRAWINGS OF ALL CONDITIONS SHOWING QUANTITY, SPACING, SIZES, CLEARANCE, LAPS, INTERSECTIONS AND COVERAGE REQUIRED BY STRUCTURAL DETAILS, APPLICABLE CODE AND TRADE STANDARDS. CONTRACTOR SHALL NOTIFY REINFORCING INSPECTOR OF ANY ADJUSTMENTS FROM TYPICAL CONDITIONS WHICH ARE PROPOSED IN PLACEMENT DRAWINGS TO FACILITATE FIELD PLACEMENT OF REINFORCING STEEL AND CONCRETE.

TYPICAL BARS OTHER THAN STIRRUPS, TIES, HOOPS AND CROSS-TIES

BAR SIZE	"D"	180° "L"	135° "L"	90° "L"
#3	2 ¼	2 ½	2 ½	4 ½
#4	3	2 ½	3	6
#5	3 ¾	2 ½	3 ¾	7 ½
#6	4 ½	3	4 ½	3
#7	5 ¼	3 ½	5 ¼	10 ½
#8	6	4	6	12
#9	9 ½	4 ½	6 ¾	13 ½
#10	10 ¾	5 ¼	7 ¾	15 ¼
#11	12	5 ¾	8 ½	17
#14	18 ¼	7	10 ½	21
#18	24	9	13 ½	27

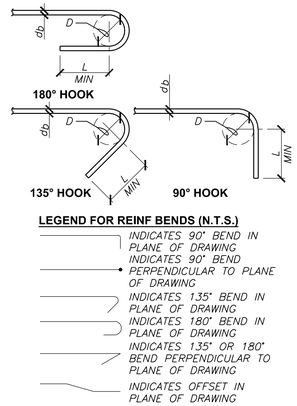
STIRRUPS, TIES, HOOPS AND CROSS-TIES

#3	1 ½	–	4	4
#4	2	–	4	4
#5	2 ½ (1)	–	4	4
#6	4 ½	–	4 ½	9
#7	5 ¼	–	5 ¼	10 ½
#8	6	–	6	12

(1) USE 3 ¾" IN CONC. BLK. CONSTRUCTION

NOTE:

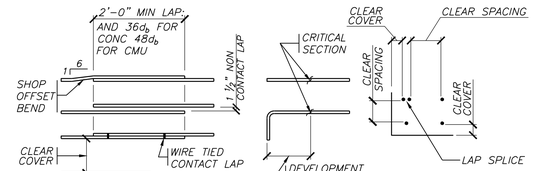
1. ALL DIMENSIONS GIVEN ARE IN INCHES.



1/S-1 TYPICAL BAR BENDS AND HOOKS

SCALE: 3/4" = 1'-0"

	BAR SIZE		#11	#10	#9	#8	#7	#6	#5	#4	#3
REINFORCEMENT PROPERTIES	REINF GRADE (ksi)		60	60	60	60	60	60	60	60	60
	NOMINAL AREA (in)		1.56	1.27	1.00	0.79	0.60	0.44	0.31	0.20	0.11
	WEIGHT (lb/ft)		5.313	4.303	3.400	2.670	2.044	1.502	1.043	0.668	0.376
	NOMINAL DIA (in) "d"		1.410	1.270	1.128	1.000	0.875	0.750	0.625	.500	.375
DEVELOPMENT OR CLASS A TENSION LAP SPLICE (LENGTH IN INCHES)	3000	TYPICAL	78	70	62	55	48	33	28	22	17
		TOP REINF[2]	101	91	81	72	63	43	36	29	22
	4000	TYPICAL	67	61	54	48	42	29	24	19	15
		TOP REINF[2]	87	79	70	62	54	37	31	25	19
	≥5000	TYPICAL	60	54	48	43	38	26	22	17	13
		TOP REINF[2]	78	70	63	56	49	34	28	23	17
CLASS B TENSION LAP SPLICE (LENGTH IN INCHES)	3000	TYPICAL	101	91	81	72	63	43	36	29	22
		TOP REINF[2]	131	118	105	93	81	56	47	37	28
	4000	TYPICAL	87	79	70	62	54	37	31	25	19
		TOP REINF[2]	113	102	91	81	71	49	41	33	24
	≥5000	TYPICAL	78	70	63	56	49	34	28	23	17
		TOP REINF[2]	102	92	81	72	63	43	36	29	22
COMPRESSION LAP SPLICE WHERE NOTED (LENGTH IN INCHES)	<3000		55	50	44	39	35	30	25	20	15
	>3000		43	39	34	30	26	23	19	15	12
STANDARD HOOKED DEVELOPMENT (LENGTH IN INCHES)	3000		31	28	25	22	20	17	13	11	8
	4000		26	24	22	19	17	15	12	10	7
	5000		24	22	20	17	15	13	11	9	7



SPLICES EMBEDMENTS COVER & SPACING

NOTES:

1. REINFORCEMENT TABLE IS BASED ON ACI THE CURRENT EDITION OF ACI 318.
2. "TOP REINF" IS HORIZONTAL REINFORCEMENT PLACED SUCH THAT 12" OF FRESH CONCRETE IS CAST IN THE MEMBER BELOW THE DEVELOPMENT LENGTH OR SPLICE.
3. EMBEDMENT AND LAP LENGTH IS BASED ON NORMAL WEIGHT CONCRETE. FOR LIGHT WEIGHT CONCRETE MULTIPLY THE TENSION DEVELOPMENT AND SPLICE LENGTHS BY 1.3.
4. THE DEVELOPMENT AND LAP SPLICE SCHEDULE CAN BE USED FOR NON CONTACT LAP SPLICE WHEN BAR SPACING IS LESS THAN 6".
5. THE SCHEDULE ABOVE IS APPLICABLE FOR THE FOLLOWING CONDITIONS. IF THE FOLLOWING CONDITIONS ARE NOT MET MULTIPLY THE LENGTHS PROVIDED BY 1.5.

   BARS NOT CONFINED BY TIES:
   CLEAR SPACING OF DEVELOPED OR SPLICED BARS NOT LESS THAN d_b AND CLEAR COVER NOT LESS THAN d_b

   BARS CONFINED BY TIES:
   CLEAR SPACING OF DEVELOPED OR SPLICED BARS NOT LESS THAN $2d_b$ AND CLEAR COVER NOT LESS THAN d_b
6. ALL BAR TENSION LAP SPLICES ARE CLASS B UNLESS OTHERWISE NOTED.
7. FOR 3 BAR BUNDLE MULTIPLY THE TENSION LAP SPLICE BY 1.2. FOR 4 BAR BUNDLE MULTIPLE THE TENSION LAP SPLICE BY 1.33.
8. FOR BAR SIZES #14 AND #18 USE MECHANICAL SPLICES.
9. TENSION LAP SPLICES MAY BE SUBSTITUTED WITH MECHANICAL SPLICES WITH APPROVAL BY THE ENGINEER.

3/S-1 TYPICAL LAP SPLICE SCHEDULE

SCALE: 1/2" = 1'-0"

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER ANTHONY B. JOHNSON S5349 EXP. 9/30/22 STRUCTURAL STATE OF CALIFORNIA

DATE: 03/02/2022

REVISIONS NO.	DESCRIPTION	ENGR INIT	CITY APPROVAL BY	DATE

BENCHMARK
DESCRIPTION:
ELEV. _____

SCALE:
H: _____
V: _____

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: C. SHELDON
DATE: _____
DESIGNED BY: C. SHELDON
R.C.E. NO. - DATE: 3/12/21
CHECKED BY: A. JOHNSON
R.C.E. NO. S5349 DATE: 3/12/21

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 VERNON STREET ROSEVILLE, CA 95678
TEL 916.341.7760 FAX 916.341.7767

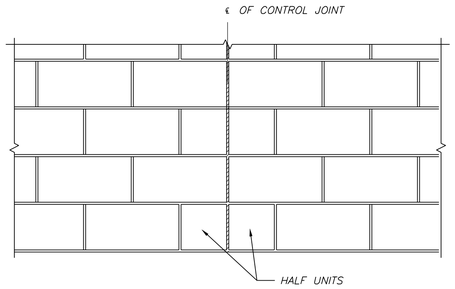
IMPROVEMENT PLANS FOR:
WALNUT LANE 10
STRUCTURAL NOTES AND TYPICAL DETAILS

DWG. NO. S-1
SHEET 16 OF 17

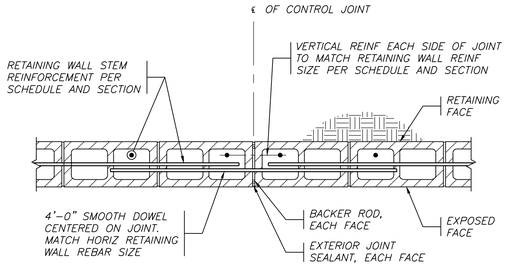
I:\woodrodgers.loc\Production\Data\Jobs\3000-3\3563.1002_Winters_Corbett_OA\Structural\04_Drawings\Current Structural DWGs\C16-SD1-C10.dwg, 3/7/2022 10:04 AM Anthony Johnson

NOTES:

1. PROVIDE VERTICAL EXPANSION JOINTS AT 20'-0"oc MAX AND AT FOOTING STEPS.
2. REFER TO PLANS, SECTIONS AND DETAILS FOR ADDITIONAL REINFORCEMENT REQUIREMENTS NOT SHOWN.



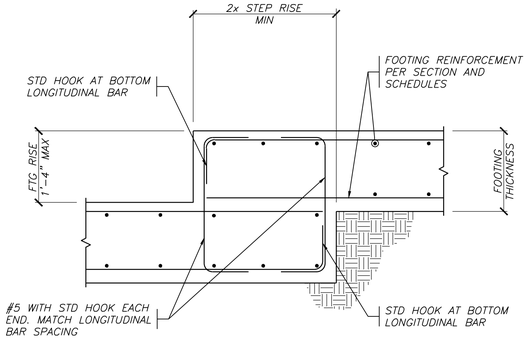
WALL ELEVATION



WALL PLAN

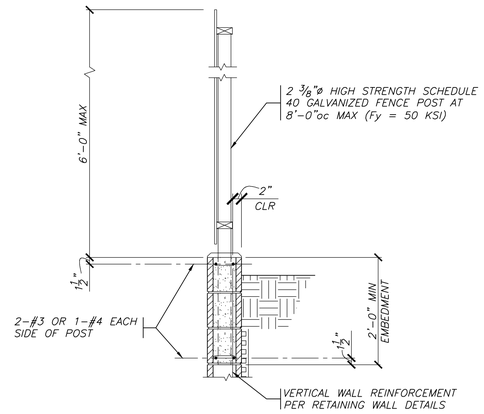
TYPICAL CMU RETAINING WALL STEM CONTROL JOINT

7 / S-2 SCALE: 1" = 1'-0"



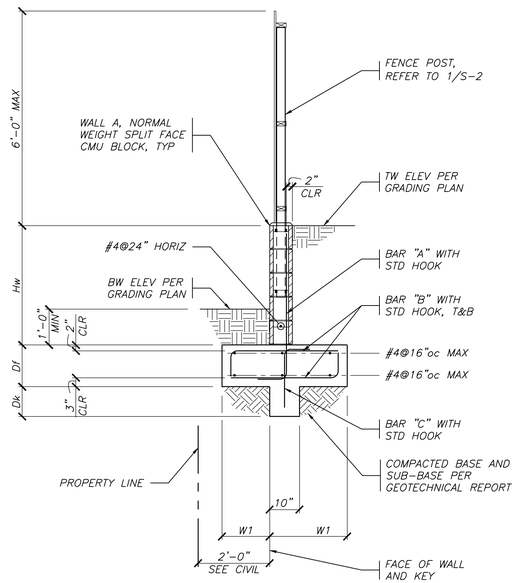
TYPICAL RETAINING WALL STEPPED FOOTING

4 / S-2 SCALE: 3/4" = 1'-0"



FENCE POST TO CMU WALL EMBEDED CONNECTION

1 / S-2 SCALE: 3/4" = 1'-0"



RETAINING WALL TYPE A SCHEDULE (LEVEL BACKFILL - UNDRAINED)								
H_W	D_F	D_K	W1	W2	WALL A	BAR "A"	BAR "B"	BAR "C"
Hw = 2'-8"	1'-2"	9"	1-4"	2-1"	8" CMU	#4 @16"oc	#5 @12"oc	–
2'-8" < Hw ≤ 3'-4"	1'-2"	1'-2"	1'-6"	2'-4"	8" CMU	#4 @16"oc	#5 @12"oc	#5 @12"oc
3'-4" < Hw ≤ 4'-0"	1'-2"	1'-8"	1'-6"	2'-9"	8" CMU	#5 @16"oc	#5 @12"oc	#5 @12"oc

RETAINING WALL TYPE A (LEVEL BACKFILL - UNDRAINED)

6 / S-2 SCALE: 1/2" = 1'-0"

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER ANTHONY M. JOHNSON S5349 EXP. 9/30/22 STRUCTURAL STATE OF CALIFORNIA

DATE: 03/02/2022

REVISIONS NO.	DESCRIPTION	ENGR INIT	CITY APPROVAL BY	DATE
1				

BENCHMARK DESCRIPTION: ELEV.

SCALE: H: V:

CITY OF WINTERS
DEPARTMENT OF UTILITIES

DRAWN BY: C. SHELDON DATE:
DESIGNED BY: C. SHELDON R.C.E. NO. – DATE: 3/12/21
CHECKED BY: A. JOHNSON R.C.E. NO. S5349 DATE: 3/12/21

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
231 Vernon Street Roseville, CA 95678
Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR:
WALNUT LANE 10
RETAINING WALL DETAILS

DWG. NO. S-2
SHEET 17 OF 17

\\woodrodgers\oc\Production\Data\3000-s\3563.002_Winters_Cordell_OA\Structural\04_Drawings\Current Structural DWGs\C17-502-C10.dwg 3/2/2022 10:04 AM Anthony Johnson

CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: April 19, 2022

THROUGH: Kathleen Salguero Trepa

SUBJECT: Public Hearing and Resolution No. 2022-32 to adjust Development Impact Fees for General Government, Fire, Parks and Recreation, Public Safety, Wastewater, Water, Drainage, and Transportation Improvements

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RECOMMENDATION:

1. Hold a Public Hearing regarding the authorized adjustment for Development Impact Fees effective July 1, 2022.
2. Approve Resolution 2022-32 Implementing the Authorized Adjustments for Development Impact Fees related to General Government, Fire, Parks and Recreation, Public Safety, Wastewater, Water, Drainage, and Transportation Improvements

BACKGROUND:

On April 20, 2021, the City Council held a public hearing and approved Resolution 2021-20 Imp Imposing Capital Improvement Facilities Fees for General Government, Fire, Parks and Recreation, Public Safety, Wastewater, Water and Transportation Improvements.

Section 3 of Resolution 2021-20 provides that each fee imposed by Resolution 2021-20 shall be adjusted automatically on July 1 of each year, beginning July 1, 2022, by a percentage equal to the rise in the Engineer News-Record construction cost index for the preceding twelve months, as measured in December.

At its March 15, 2022 meeting, Council approved Resolution 2022-22, adopting drainage impact fees in the northeast area, with an amendment to add the following section to the end of Section 6: “The Development Impact Fees shall be annually adjusted each July 1 to reflect the March to March

change in the Engineering News Record San Francisco Construction Cost Index." This amendment was based on the recommendation of the nexus study and Catherine Hansford, the consultant who prepared the study.

To determine the annual adjustment factor of the Northeast Area Drainage Impact Fee, Finance staff recommends updating the period used to measure the change of inflation in the Engineering News Record San Francisco Construction Cost Index, from March to March, to December to December. The purpose of this change is to align the calculation of the adjustment factor with the City's other development impact fees, which is based on a December-to-December change in the Engineering News Record San Francisco Construction Cost Index.

DISCUSSION

According to the Engineer News-Record Construction Cost Index, the increase in costs from December 2020 to December 2021 was 6.85%. Consistent with Resolution 2021-20, staff recommends that the City Council adopt Resolution 2022-32 implementing a 6.85% increase to all the Development Impact Fees, effective July 1, 2022.

If approved, the amount of aggregate increase for all development impact fees is:

- $1,544.59 per unit for RR and R-1;
- $1,358.18 per unit for R-2;
- $1,146.06 per unit for R-3; and
- $1,049.63 per unit for R-4.

FISCAL IMPACT:

Development Impact Fees are increased so that revenue collection stays aligned with estimated construction costs for the capital projects that are specified in the 2018 Development Impact Fee Nexus Study. If fees are not increased to maintain pace with cost increases, the City would potentially collect insufficient revenue to fully fund the construction of capital improvements needed to accommodate population growth.

ATTACHMENTS:

1. Resolution 2022-32
2. Comparison of Impact Fees adopted by Resolution 2021-20 and Proposed by Resolution 2022-32

RESOLUTION No. 2022-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS IMPLEMENTING THE AUTHORIZED ADJUSTMENTS FOR CAPITAL IMPROVEMENT FACILITIES FEES FOR GENERAL GOVERNMENT, FIRE, PARKS AND RECREATION, PUBLIC SAFETY, WASTEWATER, WATER, DRAINAGE, AND TRANSPORTATION IMPROVEMENTS

WHEREAS, in May 1992, the City of Winters (hereinafter also referred to as "City") adopted the City of Winters General Plan which includes a general description of the location, capacity, and types of capital improvements planned for the City at a build out population of approximately 12,500; and

WHEREAS, the City of Winters Ordinance 92-06 established a facility fee program (development impact fee) for all new development projects; and

WHEREAS, Ordinance 92-06 authorizes the City Council to revise the fees by resolution; and

WHEREAS, the City Council wishes to ensure that new development within the City mitigates its impacts on the following public facilities:

General Government
Fire
Parks and Recreation
Public Safety
Wastewater
Water
Drainage
Transportation Improvements

WHEREAS, the City of Winters desires to update the capital improvement facilities fees to pay for the cost of public facilities to serve new development, consistent with the goals and policies of the General Plan; and

WHEREAS, it is the City's policy that future new development should pay its fair share of public facilities and services in accordance with good fiscal management as determined by the City Council, including the current costs for providing the facilities in direct proportion to the demand for these facilities generated by new development; and

WHEREAS, on November 6, 2018, the City Council held a duly noticed public hearing on proposed development impact fees with an opportunity for the public to be heard, pursuant to the provisions of Government Code sections 66016—66018, and adopted Resolution 2018-59 approving a facilities fee schedule for new development; and

WHEREAS, Resolution 2021-20 authorized that each development impact fee in that resolution be adjusted automatically on July 1 of each year beginning July 1, 2022 by a percentage equal to the rise in the Engineer News-Record construction cost index for the preceding twelve months, as measured in December; and

WHEREAS, in order to protect the health, safety and welfare of the community and to ensure that adequate public facilities are provided for the residents of the City of Winters, implementation of the adjustment to the impact fees approved by Resolution 2021-20 is necessary; and

WHEREAS, at its March 15, 2022 meeting, Council approved Resolution 2022-22, adopting drainage impact fees in the northeast area, to be annually adjusted each July 1 to reflect the March to March change in the Engineering News Record San Francisco Construction Cost Index, and Council desires to amend that to reflect a December to December change consistent with the other development impact fees; and

WHEREAS, the City has made available to the public at least ten days prior to its public hearing, data supporting the fee adjustments, and notice of this hearing has been mailed to all interested persons that have requested such notice at least 14 days prior to the date of this hearing; and

WHEREAS, the City Council called an informational public hearing for April 19, 2022, for the purpose of receiving public comments to the proposed fee adjustments. Notice of the public hearing was given by publication in a newspaper of general circulation within the City once a week for two weeks commencing at least 10 days prior to the public hearing, with at least 5 days intervening between the first and last publication. On April 19, 2022, at the time and place set for the public hearing, the City Council heard and considered all oral and written presentations and comments made regarding the proposed fee adjustments; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1 The foregoing recitals, and each of them, are true and correct.

Section 2 The City Council hereby adjusts the development impact fee increases authorized in Resolution 2021-20 as set forth in the 2022 Impact Fee Schedule attached hereto as Exhibit "A," beginning July 1, 2022. The impact fees implemented by this Resolution shall supersede any prior fees or charges imposed by resolution or otherwise by the City Council, to the extent such prior fees or charges conflict herewith.

Section 3. The City Council hereby amends the last sentence of Section 6 of Resolution 2022-22, adopting drainage impact fees in the northeast area, to read: "The Development Impact Fees shall be annually adjusted each July 1 to reflect the December to December change in the Engineering News Record San Francisco Construction Cost Index."

PASSED, APPROVED, and ADOPTED by the City Council of the City of Winters at a meeting duly held on the 19th day of April 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Wade Cowan, Mayor

ATTEST:

Kathleen Salguero Trepa, City Clerk

City of Winters
Impact Fees Effective July 1, 2022
Resolution 2022-32

Residential Fee per Unit						Non-Residential Fee per Building Square Foot						Per Room
RR	R1	R2	R3	R4								
Rual	Low Density	Medium Density	Medium High Density	High Density	Accessory Dwelling	Neighborhood Commercial	Highway Service Commercial	Central Business District	Office	Light Industrial	Heavy Industrial	Hotel
4,959.41	4,959.41	4,057.69	3,155.99	2,705.13	1,634.36	1.26	1.26	1.27	1.62	1.18	1.18	2,073.94
3,624.51	3,624.51	3,121.11	2,517.02	2,214.98	1,338.22	1.21	1.21	1.21	1.37	1.24	1.31	1,613.24
3,489.17	3,489.17	3,489.17	2,437.53	2,437.53	case by case	4.31	4.73	2.01	0.91	0.56	0.30	553.02
6,751.29	6,751.29	5,907.37	5,485.42	5,063.46	3,059.17	3.23	3.23	5.65	4.52	1.61	1.34	376.74
1,080.18	1,080.18	945.15	877.64	810.13	489.45	0.52	0.52	0.90	0.73	0.26	0.21	60.27
2,186.27	2,186.27	1,912.99	1,776.34	1,639.71	990.66	1.05	1.05	1.83	1.46	0.52	0.44	122.00
1,829.22	1,829.22	1,600.56	1,486.24	1,371.91	828.86	0.88	0.88	1.53	1.22	0.44	0.35	102.06
173.24	173.24	151.58	140.75	129.93	78.50	0.07	0.07	0.15	0.11	0.04	0.03	9.67
24,093.28	24,093.28	21,185.62	17,876.93	16,372.78	8,419.22	12.52	12.95	14.54	11.94	5.84	5.16	4,910.95

City of Winters

Impact Fees Effective July 1, 2021

Resolution 2021-20

	Residential Fee per Unit						Non-Residential Fee per Building Square Foot						Per Room
	RR	R1	R2	R3	R4								
	Rual	Low Density	Medium Density	Medium High Density	High Density	Accessory Dwelling	Neighborhood Commercial	Highway Service Commercial	Central Business District	Office	Light Industrial	Heavy Industrial	Hotel
Water	4,641.47	4,641.47	3,797.56	2,953.66	2,531.71	1,529.58	1.18	1.18	1.18	1.52	1.10	1.10	1,940.98
Sewer	3,392.15	3,392.15	2,921.02	2,355.66	2,072.98	1,252.43	1.13	1.13	1.13	1.28	1.16	1.23	1,509.82
Transportation	3,265.48	3,265.48	3,265.48	2,281.26	2,281.26	case by case	4.03	4.43	1.88	0.85	0.52	0.28	517.57
Parks	6,318.47	6,318.47	5,528.66	5,133.76	4,738.85	2,863.05	3.02	3.02	5.29	4.23	1.51	1.25	352.59
Public Safety	1,010.93	1,010.93	884.56	821.38	758.19	458.07	0.49	0.49	0.84	0.68	0.24	0.20	56.41
Fire	2,046.11	2,046.11	1,790.35	1,662.46	1,534.59	927.15	0.98	0.98	1.71	1.37	0.49	0.41	114.18
General	1,711.95	1,711.95	1,497.95	1,390.96	1,283.96	775.72	0.82	0.82	1.43	1.14	0.41	0.33	95.52
Monitoring Fee	162.13	162.13	141.86	131.73	121.60	73.47	0.07	0.07	0.14	0.10	0.04	0.03	9.05
Total per unit	22,548.68	22,548.68	19,827.44	16,730.87	15,323.15	7,879.47	11.73	12.13	13.61	11.17	5.47	4.82	4,596.13

City of Winters

Impact Fees Effective July 1, 2022

Resolution 2022-32

	Residential Fee per Unit						Non-Residential Fee per Building Square Foot						Per Room
	RR	R1	R2	R3	R4								
	Rual	Low Density	Medium Density	Medium High Density	High Density	Accessory Dwelling	Neighborhood Commercial	Highway Service Commercial	Central Business District	Office	Light Industrial	Heavy Industrial	Hotel
Water	4,959.41	4,959.41	4,057.69	3,155.99	2,705.13	1,634.36	1.26	1.26	1.27	1.62	1.18	1.18	2,073.94
Sewer	3,624.51	3,624.51	3,121.11	2,517.02	2,214.98	1,338.22	1.21	1.21	1.21	1.37	1.24	1.31	1,613.24
Transportation	3,489.17	3,489.17	3,489.17	2,437.53	2,437.53	case by case	4.31	4.73	2.01	0.91	0.56	0.30	553.02
Parks	6,751.29	6,751.29	5,907.37	5,485.42	5,063.46	3,059.17	3.23	3.23	5.65	4.52	1.61	1.34	376.74
Public Safety	1,080.18	1,080.18	945.15	877.64	810.13	489.45	0.52	0.52	0.90	0.73	0.26	0.21	60.27
Fire	2,186.27	2,186.27	1,912.99	1,776.34	1,639.71	990.66	1.05	1.05	1.83	1.46	0.52	0.44	122.00
General	1,829.22	1,829.22	1,600.56	1,486.24	1,371.91	828.86	0.88	0.88	1.53	1.22	0.44	0.35	102.06
Monitoring Fee	173.24	173.24	151.58	140.75	129.93	78.50	0.07	0.07	0.15	0.11	0.04	0.03	9.67
Total per unit	24,093.28	24,093.28	21,185.62	17,876.93	16,372.78	8,419.22	12.52	12.95	14.54	11.94	5.84	5.16	4,910.95
Increase	$ 1,544.59	$ 1,544.59	$ 1,358.18	$ 1,146.06	$ 1,049.63	$ 539.74	$ 0.79	$ 0.82	$ 0.92	$ 0.76	$ 0.38	$ 0.34	$ 314.83

City Council
Staff Report

To: Honorable Mayor and Council Members

Date: April 19, 2022

Through: Kathleen Salguero Trepa, City Manager

From: Kirk Skierski, Senior Planner

Subject: Public Hearing and Resolution 2022-35 related to the LDS Subdivision Inclusionary Housing Plan

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Recommendation:
That the City Council conduct a public hearing on the LDS Inclusionary Housing Plan and adopt Resolution 2022-35 to:

1. Determine the proposed LDS Subdivision Inclusionary Housing Plan to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and

2. Approve the LDS Subdivision Inclusionary Housing Plan as outlined in Exhibit B of Resolution 2022-35; and

3. Authorize the City Manager to execute an Inclusionary Housing Agreement as outlined in Exhibit A of Resolution 2022-35.

Background:
The LDS Subdivision project was initially processed and approved back in 2019. The LDS Subdivision project proposed to subdivide a 3.29-acre parcel into 18 single-family lots. The project also received approval for Planned Development overlay to the existing Single-Family Residential (R-1) zoning district to allow for reduced lot sizes and reduced setbacks. The LDS Subdivision property is located on the west end of Anderson Avenue and wraps around the existing LDS Church located at 435 Anderson Avenue. The LDS Subdivision property is located at APN 030-220-069.

The LDS Subdivision project was reviewed by the Design Review Committee (DRC) on October 3, 2019, considered by the Planning Commission on November 12, 2019, and approved by the City Council on December 17, 2019. The previous project review and approval did not include an Inclusionary Housing Plan. Winters Municipal Code Section 17.200.030.C (Inclusionary Housing Requirements) requires residential subdivision projects consisting of five or more residential units to receive approval for an Inclusionary Housing Plan and execute an Inclusionary Housing Agreement. During the

previous project review and approval, the City Council included Condition of Approval #22 and Condition of Approval #23, which required the following:

- Condition of Approval #22: An Affordable Housing Plan/Inclusionary Housing Agreement shall be reviewed by the Planning Commission and Affordable Housing Steering Committee and approved by the City Council.

- Condition of Approval #23: Prior to recordation of the Final Map, an Inclusionary Housing Agreement shall be prepared and executed by the applicants.

As required by the above conditions, the applicants prepared an Inclusionary Housing Plan. The Inclusionary Housing Plan was reviewed by the City's Affordable Housing Steering Committee (AHSC) on September 1, 2021. The last remaining items required for the LDS Subdivision project is:

- Approval of an Inclusionary Housing Plan and Council approval of an Inclusionary Housing Agreement; and

- City Council approval of the LDS Subdivision Final Map, which is anticipated to be brought forward in April or May of this year (2022).

Project Description

The LDS Subdivision Project was approved to subdivide a 3.29-acre parcel into 18 single-family lots. Winters Municipal Code Section 17.200.030 (Inclusionary Housing Requirements) requires residential subdivision projects consisting of five or more residential units within the City of Winters include inclusionary housing units equal to 15 percent of the total number of residential units in the development project, which would require 2.7 affordable units for the 18-unit subdivision.

The LDS Subdivision Project Inclusionary Housing Plan proposes to construct one moderate-income restricted unit and pay an affordable housing in-lieu fee of $82,000 for the remaining affordable units required by Winters Municipal Code Section 17.200.030 (Inclusionary Housing Requirements). Under the proposed Inclusionary Housing Plan, the applicant requests to pay two equal payments of $41,000.00, the first payment upon recordation of the Final Map and the remaining $41,000.00 at issuance of Certificate of Occupancy (building permit final).

Affordable Housing Requirements

Winters Municipal Code Section 17.200.040 (Inclusionary Housing Plan) requires Inclusionary Housing Plans to include the following:

1. A detailed description of the method by which the developer will comply with the requirements of this chapter.

2. The location of the inclusionary units within the development project, if applicable, the size of the inclusionary units, and any incentives requested by the developer in accordance with Section 17.200.060.

3. Where an alternative to constructing inclusionary units on-site is intended, the developer shall provide detailed information regarding the alternative selected for meeting the inclusionary housing requirement, including a written statement that the proposed parcel(s), site, or existing market rate units, if applicable, are available and capable of being dedicated to the city by the developer and that the affordable units shall be restricted as affordable housing, by way of contractual restrictions, recorded covenants or other legal mechanisms to assure that the units remain affordable housing units, as determined by the city.

4. A phasing plan that provides a schedule for the timely development of the inclusionary units as the development project is built out.

5. Any other information deemed necessary by the community development director.

It should be noted that Municipal Code Section 17.200.050.G (Payment of In-Lieu Fees) allows for residential subdivision projects to pay an affordable housing in-lieu fee instead of constructing affordable units to meet the inclusionary housing requirements. The applicant agrees to pay an $82,000.00 affordable housing in-lieu fee, in line with affordable housing in-lieu fees that other residential subdivision projects have paid in the past.

Inclusionary Housing Agreement

Winter's Municipal Code Section 17.200.030.C requires Inclusionary Housing Plans to be implemented through an Inclusionary Housing Agreement, in which the residential subdivision developer and the City would enter into an Inclusionary Housing Agreement that requires compliance with the inclusionary housing plan, and that will be recorded upon the property. A draft of the LDS Subdivision's Inclusionary Housing Agreement consistent with the Inclusionary Housing Plan is attached to the staff report.

Affordable Housing Steering Committee

The City's Affordable Housing Steering Committee considered the LDS Subdivision's Inclusionary Housing Plan on September 1, 2021, and forwarded a recommendation of approval, as proposed, to the Planning Commission.

March 22, 2022 Planning Commission Meeting (linked)

The LDS Subdivision Inclusionary Housing Plan was heard during the March 22, 2022, Planning Commission meeting. Staff recommended the Planning Commission consider modifications to the proposed Inclusionary Housing Plan, in which staff recommended a one-time payment of the $82,000 inclusionary housing in-lieu fee prior to the issuance of the first building permit. Staff's recommended modifications are detailed further in the "Staff Recommended Modifications" subsection below. However, the Planning Commission felt it would not be appropriate to modify the inclusionary housing in-lieu fee proposal. The Inclusionary Housing Plan had already been submitted to staff for review and was recommended for approval by the Affordable Housing Steering Committee. As a result, the Planning Commission recommends that the City Council approve the LDS Subdivision Inclusionary Housing Plan as initially submitted, which would allow two equal payments of $41,000 due upon recordation of the Final Map and at the first issuance of Certificate of Occupancy.

Staff Recommended Modifications

As part of the March 22, 2022, Planning Commission meeting, staff recommended modifying the LDS Subdivision Inclusionary Housing Plan proposal to change to the two payments to one payment of $82,000.00 prior to issuance of the first building permit. Previous practice has been to allow multiple payments of in-lieu fees over the course of a development project's duration. However, multiple payments are difficult and burdensome for City staff to track and manage. In addition, staff recommended submittal of the inclusionary housing in-lieu fee prior to the issuance of the first building permit due to uncertainty relating to the sale of residential units. In addition, it is common for local governments require payment of in-lieu fees prior to the issuance of any grading or building permit, which is a defined "trigger" for checking if conditions of approval have been met. Conditions for future projects will be prepared this way.

However, because the Affordable Housing Steering Committee and Planning Commission recommended the two-payment approach, staff has prepared a City Council resolution approving the LDS Inclusionary Housing Plan and associated Inclusionary Housing Agreement as originally prepared. Should the City Council agree with staff's recommended revisions, an alternative motion has been prepared for City Council discussion.

Environment Analysis:

Staff is recommending that the proposed LDS Subdivision Inclusionary Housing Plan to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility of a significant effect on the environment from the approval of the Inclusionary Housing Plan, which would require the construction of one moderate-income restricted unit and the payment of an affordable housing in-lieu fee. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The City Council must consider the proposed CEQA exemption together with any comments received during the public review process. Further, the exemption can only be approved if the City Council finds, based on the whole record before it, that there is not substantial evidence that there are unusual circumstances (including future activities), which might reasonably result in the project having a significant effect on the environment.

Public Communication:

The public hearing notice was published in the *Winters Express* on April 6, 2022. An affected property owner notice was mailed to properties within 300 feet of the project site on April 8, 2022. No public comments have been received at the time this staff report was published.

Staff Summary and Recommendation:

Staff is recommending that the City Council conduct a public hearing on the LDS Inclusionary Housing Plan and adopt Resolution 2022-35 to:

1. Determine the proposed LDS Subdivision Inclusionary Housing Plan to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and

2. Approve the LDS Subdivision Inclusionary Housing Plan as outlined in Exhibit B of Resolution 2022-35; and

3. Authorize the City Manager to execute an Inclusionary Housing Agreement as outlined in Exhibit A of Resolution 2022-35.

Alternatives:
None recommended by staff.

Attachments:
1. Resolution No. 2022-35
2. Draft Inclusionary Housing Agreement
    a. Legal Description
    b. Inclusionary Housing Plan
    c. Affordable Housing Covenant
    d. Deed of Trust
    e. Methodology for Calculating Affordable Sales Price
3. LDS Subdivision Inclusionary Housing Plan Project Planning Commission staff report package dated March 22, 2022

Resolution No. 2022 – 35

A Resolution of the City Council of the City of Winters Approving the LDS Subdivision Inclusionary Housing Plan

Whereas, the City received an application from Crowne Communities (Developer) and the Church of Latter-Day Saints (Property Owner) requesting that the City consider a Tentative Map to subdivide a 3.29-acre parcel into 18 single-family lots and rezone that certain property located north of Anderson Avenue and east of West Main Street in the City of Winters, known as APN 030-220-069 (the "LDS Subdivision") to a Planned Development ("PD") Overlay Zone that would implement certain PD Overlay Permit Regulations that would apply to such property ("Zoning Amendment"); and

Whereas, the Winters Planning Commission held a duly noticed public hearing on October 22, 2019 and November 12, 2019 to review and consider the proposed Tentative Map and Zoning Amendment; and

Whereas, on December 3, 2019 and December 17, 2019, the City Council conducted a duly noticed public hearing on the Tentative Map and Zoning Amendment, at which time all persons wishing to testify in connection with the Tentative Map and Zoning Amendment were heard and the Tentative Map and Zoning Amendment was comprehensively reviewed; and

Whereas, on December 17, 2019, the City Council determined the Tentative Map and Zoning Amendment met the required findings to approve the LDS Subdivision Tentative Map and Zoning Amendment; and

Whereas, on December 17, 2019, the City Council approved the LDS Subdivision Tentative Map and Zoning Amendment, and Conditions of Approval #22 and #23 required the LDS Subdivision project to obtain approval of an Inclusionary Housing Plan to be reviewed by the City's Affordable Housing Steering Committee, Planning Commission, and City Council; and

Whereas, Winters Municipal Code Section 17.200.030 requires residential subdivision projects consisting of five or more residential units within the City include inclusionary housing units equal to 15 percent of the total number of residential units in the project, which would require 2.7 affordable units for the 18-unit subdivision; and

Whereas, on December 21, 2020, the LDS Subdivision applicant submitted an Inclusionary Housing Plan, which proposed to construct one moderate-income restricted unit and pay an affordable housing in-lieu fee of $82,000 for the remaining two affordable units, for City review and processing; and

Whereas, on September 1, 2021, the City's Affordable Housing Steering Committee reviewed the LDS Subdivision's Inclusionary Housing Plan and forwarded a recommendation of approval to the City's Planning Commission; and

Whereas, the City of Winters Planning Commission held a duly noticed public hearing on March 22, 2022, to consider the proposed LDS Subdivision Inclusionary Housing Plan; and

Whereas, the Planning Commission adopted PC Resolution 2022-02 forwarding a recommendation to the City Council to determine the LDS Subdivision Inclusionary Housing Plan exempt from CEQA and approve the LDS Subdivision Inclusionary Housing Plan; and

Whereas, a notice of public hearing for the LDS Subdivision's Inclusionary Housing Plan was published in the *Winters Express* on April 6, 2022; and

Whereas, in accordance with Municipal Code Sections 17.200.040.D and 16.01.090.A, an affected property owners notice was mailed to adjacent property owners within 300 feet of the project location on April 8, 2022; and

Whereas, the Planning Division presented its oral and written staff report on the proposed LDS Subdivision Inclusionary Housing Plan at a regular meeting of the City Council on April 19, 2022; and

Whereas, the Planning Division recommended that the project be determined exempt from the California Environmental Quality Act (CEQA) based on the "common sense" exception that CEQA only applies to projects with the potential to result in a significant impact on the environment in accordance with CEQA Guidelines Section 15061(b)(3), and it can be seen with certainty, based on evidence in the record, that there is no possibility of a significant effect on the environment from the approval of the LDS Subdivision Inclusionary Housing Plan; and

Whereas, the Planning Division recommended approval of the proposed LDS Subdivision's Inclusionary Housing Plan, referenced hereto and incorporated herein, and the LDS Subdivision Inclusionary Housing Agreement, referenced hereto and incorporated herein; and

Now, Therefore Be It Resolved that the City Council of the City of Winters hereby takes the following actions:

1. Determines the proposed LDS Subdivision Inclusionary Housing Plan be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines (the "common sense" exception) that CEQA only applies to projects with the potential to result in a significant impact on the environment, and it can be seen with certainty, based on evidence in the record, that there is no possibility of a significant effect on the

environment from the approval of the Inclusionary Housing Plan, which would require the construction of one moderate-income restricted unit;

2. Approves the LDS Subdivision Inclusionary Housing Plan as described in the LDS Subdivision Inclusionary Housing Plan City Council staff report dated April 19, 2022, referenced hereto and incorporated herein; and

3. Makes the following findings:

    a. The foregoing recitals are true and correct.

    b. The Inclusionary Housing Plan complies with Section 17.200.040 of the Winters Municipal Code and:

        i. Includes a detailed description of the method by which Developer will comply with Chapter 17.200 (Affordable Housing Requirements) of the Winters Municipal Code.

        ii. Winters Municipal Code Section 17.200.030 requires 15% of the 18-unit subdivision, or 2.7 units, be affordable, and such requirement shall be satisfied by the construction of one moderate-income restricted unit to be built during the first phase of residential construction and developer shall pay the in-lieu fees in two equal payments, with $41,000 due upon recordation of the final map and $41,000 due upon issuance of the Certificate of Occupancy for the first residence in accordance with Section 17.200.050.G (Payment of In-Lieu Fees).

        iii. The in-lieu fee will offset the demand for affordable housing created by new residential development, be placed in the City's Affordable Housing Fund to be used only for the provision of affordable housing and/or affordable housing services within the City.

        iv. Every new residential development creates a further demand for affordable housing to the extent that such development offers market-rate-only housing. The inclusionary housing requirements and the in-lieu fee are reasonably related to the mitigation of negative impacts upon the City's affordable housing supply.

4. Finds that the Inclusionary Housing Agreement meets all the requirements of Chapter 17.200, approves the Inclusionary Housing Agreement, authorizes the City Manager to execute an Inclusionary Housing Agreement consistent with the LDS Subdivision's Inclusionary Housing Plan, and directs that the City Clerk record the Inclusionary Housing Agreement upon the subject property.

Passed And Adopted by the City Council of the City of Winters, on the 19th day of April 2022 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Wade Cowan, Mayor

Attest:

Kathleen Salguero Trepa, City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Winters
318 1st Street
Winters, CA 95694
Attn: City Clerk

To be recorded without fee. (Space Above This Line For Recorder's Use Only)
(Gov. Code, §§ 6103 and 27383.)

INCLUSIONARY HOUSING AGREEMENT

THIS INCLUSIONARY HOUSING AGREEMENT ("Agreement") is dated as of _____ _____ 20__, by and between the CITY OF WINTERS, a California municipal corporation ("City"), and Crowne Communities Shandalla LLC, a California limited liability company ("Developer"). City and Developer are sometimes referred to in this Agreement, individually, as a "Party" and, collectively, as the "Parties."

RECITALS

A. The City Council ("City Council") of the City of Winters ("City") approved and adopted an Affordable Housing Ordinance ("Ordinance"), which is codified in Chapter 17.200 of the City's Municipal Code.

B. Developer is fee owner of certain real property described as Parcel A, pursuant to a Certificate of Compliance for Lot Line Adjustment No. LLA-2020-01, recorded December 4, 2020 as Instrument No. 2020-0042070, Official Records, being a portion of real property situate in the City of Winters, County of Yolo, State of California, being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and being portions of Parcels 1 and 2, as shown on that Parcel Map No. 4268, filed in Book 2000 of Maps at Page 34, Yolo County Records, Parcel 1 of Parcel Map No. 4268, in the City of Winters, County of Yolo, State of California, filed in the Office of the Recorder of the County of Yolo, on June 12, 2000, in Book 2000 of Maps, pages 34 and 35, which is more specifically described in Exhibit A attached to this Agreement and incorporated into this Agreement by this reference ("Property").

C. Developer desires to, at Developer's sole cost and expense, construct one moderate-income restricted unit (referred to as a "Unit" or Project") on the Property.

D. On December 17, 2019, the City Council approved Resolution No. 2019-48 approving the LDS Subdivision Tentative Subdivision Map to subdivide a 3.29-acre parcel into 18 single-family lots ("City Approvals") subject to certain conditions which require, among other things, that prior to issuance of a building permit for the Project, the Developer must submit and the Community Development Director must review an inclusionary housing plan ("Inclusionary Housing Plan") pursuant to the requirements of the Ordinance, and City and Developer shall enter into an Inclusionary Housing Agreement as required by the Ordinance.

E. On December 21, 2020, the Community Development Director, acting on behalf of the City, reviewed an inclusionary housing plan ("Inclusionary Housing Plan"), which was prepared by Developer in accordance with the requirements of the Ordinance. The Inclusionary Housing Plan, which is attached to this Agreement as Exhibit B and incorporated into this Agreement by this reference,

describes the manner in which the Developer shall comply with the requirements of the Ordinance and the conditions placed on the City Approvals.

F. This Agreement, when fully executed by City and Developer and recorded, is intended satisfy the requirement that Developer enter into an Inclusionary Housing Agreement, as set forth in the Ordinance and the conditions to the City Approvals.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by City and Developer, the Parties agree as follows:

ARTICLE I
DEFINITIONS; PARTIES; REPRESENTATIONS AND WARRANTIES; EFFECTIVE DATE

1.1 Defined Terms. In addition to the usage of certain words, terms or phrases that are defined in the initial paragraph or Recitals of this Agreement, the following words, terms, and phrases are used in this Agreement, as follows, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 Adjusted Household Income. The term "Adjusted Household Income" means the total annual income of each individual or household residing or treated as residing in the Inclusionary Unit as adjusted, based upon household size.

1.1.2 Affordable Housing Covenant. The term "Affordable Housing Covenant" means the Declaration of Resale Restrictions and Option to Purchase Agreement which the Eligible Purchaser must enter into with the City prior to the Delivery Date for each Inclusionary Unit, in the form attached hereto as Exhibit C.

1.1.3 Affordable Sales Price. The term "Affordable Sales Price" means the maximum price that can be charged for the Inclusionary Unit. The calculations of Affordable Sales Price for each Inclusionary Unit are shown in Exhibit E to this Agreement.

1.1.4 City Deed of Trust. The term "City Deed of Trust" means a deed of trust that secures Homeowner's compliance with the terms and conditions of the Affordable Housing Covenant, in the form attached hereto as Exhibit D.

1.1.5 City Manager. The term "City Manager" means the City Manager of the City.

1.1.6 Community Development Director. The term "Community Development Director" means the Community Development Director of the City or designee.

1.1.7 Default. The term "Default" means the failure of a Party to perform any action or covenant required by this Agreement within the time period provided herein following notice and opportunity to cure, as set forth in Section 3.1 of this Agreement.

1.1.8 Delivery Date. The term "Delivery Date" means the date on which an Inclusionary Unit Escrow closes, and the Qualified Purchaser acquires a fee title interest in the completed Inclusionary Unit.

1.1.9 Effective Date. The term "Effective Date" shall have the meaning ascribed to the term in

Section 1.4.

1.1.10 Eligible Purchaser. The term "Eligible Purchaser" means each of the purchasers (i.e., all persons identified as having a property ownership interest vested in the Inclusionary Unit as of the close of the Inclusionary Unit Escrow) of an Inclusionary Unit that is subject to the Affordable Housing Covenant of Developer set forth in Section 2.2. At the close of the Inclusionary Unit Escrow, the Qualified Purchaser shall: (i) have an annual Adjusted Household Income which does not exceed the household income qualification limits of either a Very Low-Income Household, Low-Income Household, or a Moderate-Income Household, and (ii) pay no more than the Affordable Purchase Price for the Inclusionary Unit.

1.1.11 Exhibits. The term "Exhibits" shall have the meaning ascribed to the term in Section 1.6.

1.1.12 Inclusionary Housing Plan. The term "Inclusionary Housing Plan" has the meaning set forth in Recital E of this Agreement

1.1.13 Inclusionary Unit. The term "Inclusionary Unit" means the completed affordable owner-occupied housing Unit in the Project (including the land and landscape improvements thereon) as constructed and installed by Developer and made available for sale to an Eligible Purchaser in accordance with this Agreement.

1.1.14 Inclusionary Unit Escrow. The term "Inclusionary Unit Escrow" means the escrow transaction by and between Developer and each Eligible Purchaser, through which Developer shall transfer fee title in each completed Inclusionary Unit to an Eligible Purchaser.

1.1.15 Initial Eligible Purchaser. The term "Initial Eligible Purchaser" means the Eligible Purchaser that purchases the Affordable Unit directly from the Developer.

1.1.16 Yolo County Median Income. The term "Yolo County Median Income" is the median income in Yolo County, adjusted for household size, as calculated by the California Department of Housing and Community Development using non-aggregated census income data any applying trending factors for metropolitan statistical areas (MSA) throughout the country. The MSA for Winters is Yolo County.

1.1.17 Low-Income Household. The term "Low-Income Household" means a household whose income meets the standards defined in Title 25 of the California Code of Regulations Section 6932, and by Health and Safety Code section 50079.5. The maximum household income amount for Low Income Households shall be the amount published by the California Department of Housing and Community Development for a household of an appropriate size for the Inclusionary Unit and is set forth in Attachment I of the Regulations.

1.1.18 Market Value. The term "Market Value" means the fair market value of a Unit determined by an independent appraiser and subject to the approval of the Community Development Director, such approval not to be unreasonably withheld.

1.1.19 Market-Rate Unit. The term "Market-Rate Unit" means any Unit in the Project that is not restricted for ownership and occupancy by Eligible Purchasers.

1.1.20 Moderate-Income Household. The term "Moderate-Income Household" means a household whose income meets the standards defined in Title 25 of the California Code of Regulations Section 6932, and by Health and Safety Code section 50093. The maximum household income amount

for Moderate Income households shall be the amount published by the California Department of Housing and Community Development for a household of an appropriate size for the Inclusionary Unit and is set forth in Attachment I of the Regulations.

1.1.21 Owner. The term "Owner" means the fee title owner of the Inclusionary Unit. The term "Owner" includes the Developer and any person or entity acquiring fee title to the Affordable Unit, whether from the Developer or from another Owner.

1.1.22 Very Low-Income Household. The term "Very Low-Income Household" means a household whose income meets the standards defined in Title 25 of the California Code of Regulations Section 6932, and by Health and Safety Code section 50105. The maximum household income amount for Very Low-Income Households shall be the amount published by the California Department of Housing and Community Development for a household of an appropriate size for the Inclusionary Unit and is set forth in Attachment I of the Regulations.

1.2 Parties to Agreement.

1.2.1 City. City is a California municipal corporation. The mailing address of City, for the purposes of this Agreement, is City of Winters, 318 1st Street, Winters, California, 95694, Attention: City Manager.

1.2.2 Developer. Developer is a California limited liability company. The principal office and mailing address of Developer, for the purposes of this Agreement, is 319 Teegarden Avenue Yuba City, CA 95991. Attention: Kal Takhar.

1.3. Developer Representations and Warranties. The representations and warranties of Developer contained in this Section 1.3 shall be based upon the actual knowledge of Developer as of the Effective Date. All representations and warranties contained in this Section 1.3 are true and correct as of the Effective Date. Developer's liability for misrepresentation or breach of warranty, representation, or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement. Developer hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by City has been made in material reliance by City on such covenants, representations, and warranties:

1.3.1 Developer is a California limited liability company lawfully entitled to do business in the State of California and the City. Developer has the legal right, power, and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transaction contemplated hereby. The persons executing this Agreement and the instruments referenced herein on behalf of Developer hereby represent and warrant that such persons have the power, right and authority to bind Developer.

1.3.2 Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required for Developer's authorization to enter into this Agreement.

1.3.3 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument, or other obligation to which Developer is a party or by which Developer may be bound, or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to Developer or to the Property.

1.3.4 This Agreement is, and all agreements, instruments, and documents to be executed by Developer pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon Developer and enforceable in accordance with their respective terms.

1.4 Effective Date. This Agreement is dated _____, 202__ for reference purposes only. This Agreement shall not become effective until the date on which all of the following are true ("Effective Date"): (i) this Agreement is approved and executed by the appropriate authorities of Developer and delivered to City; and (ii) this Agreement is executed by the authorized representatives of City and delivered to Developer.

1.5 Incorporation of Recitals**.** The Recitals set forth above are true and correct and are incorporated into this Agreement in their entirety by this reference.

1.6 Exhibit List. The following is a list of the exhibits attached to this Agreement ("Exhibits"). Each of the Exhibits is incorporated by this reference into the text of this Agreement.

Exhibit A	Legal Description of Property
Exhibit B	Inclusionary Housing Plan
Exhibit C	Affordable Housing Covenant
Exhibit D	City Deed of Trust
Exhibit E	Calculations of Affordable Purchase Price

ARTICLE II
AFFORDABLE HOUSING COVENANT

2.1 Developer Compliance with the Inclusionary Housing Ordinance. Developer acknowledges that the City has provided the Developer with copies of the Ordinance and Inclusionary Housing Plan. Developer is familiar with the requirements of all of the foregoing documents and shall ensure that the Project complies with this Agreement and the requirements set forth in all of the foregoing documents.

2.2 Affordable Housing Covenant. Developer covenants and agrees that one moderate-income restricted Unit to be developed on the Property shall be Inclusionary Units that are reserved for sale at the Affordable Purchase Price and occupied by Eligible Purchasers whose Adjusted Household Income at the time of initial occupancy of each Unit does not exceed the household income qualification limits of a Moderate-Income Household. This covenant and agreement shall be binding on the successors and assigns of Developer, as set forth herein and in the Affordable Housing Covenant and City Deed of Trust attached hereto as Exhibit C and Exhibit D, respectively.

2.2.1 Size and Appearance of Inclusionary Units. The Inclusionary Units to be developed on the Property shall be proportional, in number of bedrooms, to the Market Rate Units. The Inclusionary Units shall, at a minimum, be identical with the base-plan in terms of design, appearance, materials, finished quality and interior amenities, as the Market Rate Units. The Inclusionary Units shall be visually indistinguishable from the Market-Rate Units within the Project, except that if multiple floor plans with the same number of bedrooms are proposed, the Inclusionary Units may be the units with the smaller floor plans, and the Inclusionary Units may have non-garage parking or garages smaller than the Market Rate Units.

2.2.2 Schedule for Construction of the Inclusionary Units. The Inclusionary Units to be developed on the Property shall be constructed concurrently with, or prior to, the Market-Rate Units in the Project. If the Project is phased, the Inclusionary Units shall be constructed in the first phase of residential construction. If the Project is phased, a Phasing Plan shall be submitted and included as an exhibit to the Inclusionary Housing Plan; provided, however, that if the Developer determines to change the timing and/or phasing of the construction of the Project, the City agrees to amend said schedule in a manner consistent with such change, so long as the schedule, as revised, continues to ensure that the Inclusionary Units will be constructed concurrently with, or prior to, the Market-Rate Units.

2.2.3 Affirmative Marketing of Inclusionary Units. Developer shall affirmatively market the Inclusionary Units to Very Low-Income, Low-Income, and Moderate-Income Households, as applicable. Developer's affirmative marketing efforts for any such Inclusionary Units shall include, but not be limited to undertaking affirmative marketing efforts at major employers within the City and to prominently advertise the Inclusionary Units in local newspapers.

2.3 Initial Sale of Inclusionary Units. Each of the Inclusionary Units shall be sold to a Very Low-Income Household, Low Income Household, or a Moderate-Income Household, as applicable, as set forth in the Affordable Housing Plan. The purchaser of each Inclusionary Unit shall qualify as an Eligible Purchaser.

2.4 Selection of Eligible Purchaser. Developer shall, at its sole cost and expense, conduct all procedures and comply with all requirements as set forth in the Ordinance in selecting the Eligible Purchasers for each of the Inclusionary Units. Developer shall seek and obtain all approvals required from City and shall provide the City with all documentation required.

2.5 Execution of Affordable Housing Covenant and City Deed of Trust. Developer shall not sell an Inclusionary Unit unless and until the City has reviewed and approved the Eligible Purchaser for purchase of the Inclusionary Unit, and the Eligible Purchase has executed and submitted to the Community Development Director, in recordable form, the Affordable Housing Covenant and the City Deed of Trust in the form attached hereto as Exhibits C and D, respectively.

2.6 Enforcement of Affordable Housing Covenant. Developer irrevocably stipulates and agrees that breach of the Affordable Housing Covenant set forth in Section 2.2 will result in great and irreparable damage to City and will result in damages to City which are either impracticable or extremely difficult to quantify. Accordingly, upon the breach of the covenant set forth in Section 2.2 City may institute an action for injunctive relief and/or for damages attributable to such breach.

2.7 Recordation of Affordable Housing Covenant and City Deed of Trust. Prior to the close of each Inclusionary Unit Escrow (i.e., prior to the Delivery Date), each Eligible Purchaser shall sign, and City shall cause to be recorded the Affordable Housing Covenant and City Deed of Trust.

2.8 In-Lieu Fee. Developer shall pay the in-lieu fee in two equal payments, with $41,000 due upon recordation of the final map and $41,000 due upon issuance of the Certificate of Occupancy for the first residence.

ARTICLE III
DEFAULTS AND REMEDIES

3.1 Default. If either Party defaults with regard to any provision of this Agreement, the non-

defaulting Party shall serve written notice of such default upon the defaulting Party. If the defaulting Party does not cure such default within thirty (30) calendar days after service of the notice of default (or, if such cure reasonably takes longer than thirty (30) days, if such cure has not been commenced within a reasonable time), after the service of written notice of such default, the defaulting Party shall be in "Default" of the terms of this Agreement and shall be liable to the other Party for damages caused by such Default. Alternatively, the non-defaulting Party, at its option, may institute an action for specific performance of the terms of this Agreement.

3.2 Legal Actions.

3.2.1 In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purposes of this Agreement. Further, in the event that Developer sells or rents any of the Inclusionary Units in violation of this Agreement, Developer shall forfeit, and the City shall have the right to recover all monetary amounts obtained by Developer through the sale or rental of the Inclusionary Units as restitution. Developer acknowledges and agrees that it shall be unjustly enriched by such sale or rental at the expense of City, which has imposed restrictions on the Inclusionary Units to ensure the availability of such Units to Very Low-, Low-, and Moderate-Income Households. All such restitution recovered by City from Developer shall be placed in the Affordable Housing Fund of the City.

3.2.1.1 The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3.2.1.2 In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Manager of City, or in such other manner as may be provided by law.

3.2.1.3 In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service on the Executive Director or the Chairman of the Board (or such other agent for service of process and at such address as may be specified in written notice to City), or in such other manner as may be provided by law and shall be valid whether made within or without the State of California.

3.3 Rights and Remedies are Cumulative. The rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

ARTICLE IV
GENERAL PROVISIONS

4.1 Notices, Demands and Communications Between the Parties. Any and all notices, demands or communications submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper if in writing and dispatched by messenger for immediate personal delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of City and Developer, as applicable, as designated in Section 1.2. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate as provided in this Section. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender

or the date set forth on such return receipt, on the day that it is personally delivered, if dispatched by messenger, or two (2) calendar days after it is placed in the United States mail as heretofore provided. In addition to the submission of notices, demands or communications to the Parties via United States Mail, copies of all notices shall also be delivered by email to the email addresses designated in Section 1.2.

4.2 Conflict of Interest. No Council member, official, contractor, consultant, attorney, or employee of City having any conflict of interest, direct or indirect, related to this Agreement, or in the development of the Property, shall participate in any decision relating to the Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

4.3 Non-liability of City or City Officials and Employees. No Council member, official, contractor, consultant, attorney, or employee of City shall be personally liable to Developer, any voluntary or involuntary successors or assignees, or any lender or other party holding an interest in the Property, in the event of any default or breach by City, or for any amount which may become due to Developer or to its successors or assignees, or on any obligations arising under this Agreement.

4.4 Indemnification. Developer agrees to indemnify and hold the City, and their officers, employees, and agents, harmless from and against all damages, judgments, costs, expenses, and fees arising from or related to any act or omission of Developer in performing its obligations hereunder. City agrees to indemnify and hold Developer and its officers, employees, and agents, harmless from and against all damages, judgments, costs, expenses, and fees arising from or related to any act or omission of City in performing its obligations hereunder.

4.5 No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

4.6 Attorneys' Fees. If either Party hereto files any action or brings any action or proceeding against the other arising out of this Agreement, the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees as fixed by the court in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees. For the purposes hereof the words "reasonable attorneys' fees" mean and include, in the case of City, salaries and expenses of the lawyers employed by City (allocated on an hourly basis) who may provide legal services to City in connection with the representation of City in any such matter.

4.7 Jurisdiction and Venue. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate State of California court in Yolo County, California. Each Party hereto irrevocably consents to the personal jurisdiction of that court. City and Developer each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between City and Developer, due to the fact that either the City is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, Developer and City specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. Developer acknowledges that the provisions of this Section 4.7 are material consideration to City for its entry into this Agreement, in that City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

4.8 Inspection of Books and Records. City shall have the right at all reasonable times at City's cost and expense to inspect the books and records of Developer pertaining to the Property, as necessary for

City, in its reasonable discretion, to enforce its rights under this Agreement. Matters discovered by City shall not be disclosed to third parties unless required by law or unless otherwise resulting from or related to the pursuit of any remedies or the assertion of any rights of City hereunder.

4.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

4.10 No Third Party Beneficiaries. The performance of City's and Developer's respective obligations under this Agreement are not intended to benefit any party other than City or Developer, except as expressly provided otherwise herein. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

4.11 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Property and the development thereof.

4.12 Recordation. Developer and City agree to permit recordation of this Agreement or a memorandum of this Agreement against the Property in the Office of the County Recorder of Yolo County, California.

4.13 Termination. This Agreement shall be effective until all of the Inclusionary Units have been constructed and sold by the Developer to Eligible Purchasers and the Affordable Housing Covenant and City Deed of Trust in the form attached hereto as Exhibit C and Exhibit D, respectively, has been recorded against each Inclusionary Unit. Upon satisfaction of these requirements, Developer shall have no further obligations under this Agreement. Notwithstanding the foregoing, the provisions of Section 4.4 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the dates set forth below.

[Signatures on Following Pages]

SIGNATURE PAGE
TO
INCLUSIONARY HOUSING AGREEMENT

CITY:

CITY OF WINTERS
a California municipal corporation

By: _____
Kathleen Salguero Trepa, City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Ethan Walsh, City Attorney

SIGNATURE PAGE
TO
INCLUSIONARY HOUSING AGREEMENT

DEVELOPER:

_____
a _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

Exhibit A

Legal Description of Property

Exhibit B

Inclusionary Housing Plan

Exhibit C

Affordable Housing Covenant

Exhibit D

City Deed of Trust

Exhibit E

Calculations of Affordable Purchase Price

Exhibit "A"
Legal Description

The land described herein is situated in the State of California, County of Yolo, City of Winters, described as follows:

Parcel A, pursuant to a Certificate of Compliance for Lot Line Adjustment No. LLA-2020-01, recorded December 4, 2020 as Instrument No. 2020-0042070, Official Records, being a portion of real property situate in the City of Winters, County of Yolo, State of California, being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and being portions of Parcels 1 and 2, as shown on that Parcel Map No. 4268, filed in Book 2000 of Maps at Page 34, Yolo County Records, and being more particularly described as follows:

Beginning at a point on the South line of said Parcel 2, said point being distant South 89°48'34" West 361.82 feet from the Southeast corner of said Parcel 2; thence, from said Point of Beginning and leaving said South line of said Parcel 2, North 61°49'40" West 8.54 feet; thence North 00°16'.17" West 292.60 feet; thence South 89°59'33" East 73.77 feet; thence South 00°00'00" East 6.01 feet; thence South 89°59'05" East 133.04 feet; thence South 87°20'37" East 99.66 feet; thence North 89°47'22" East 63.24 feet to a point on the East line of said Parcel 1, said point being distant South 00°13'37" East 216.23 feet from the Northeast corner of said Parcel 1; thence, along said East line, North 00°13'37" West 216.23 feet to the Northeast corner of said Parcel 1; thence, along the North line of said Parcel 1, North 89°59'05" West 495.61 feet to the Northwest corner of said Parcel 1; thence, along the West line of said Parcel 1, South 00°13'37" East 502.99 feet to the Southwest corner of said Parcel 1; thence, along the South line of said Parcel 1, North 89°48'34" East 133.79 feet to the Point of Beginning.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances lying below a depth of 500 feet, measured vertically from the surface thereof, as reserved in Deed executed by Elizabeth D. Emery, dated November 24, 1981 and recorded December 15, 1981 in Book 1502 of Official Records, page 672.

Also excepting therefrom that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; however, Grantor, or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface, as reserved in Deed from Southern Pacific Railroad Company, a corporation, to Gary R. Larson, et al., recorded September 6, 1984, Recorder's File No. No. 15465.

Further excepting therefrom Mineral Rights including whether on, in or under the premises, all of the following: minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance, as reserved by Grantor in grant deed recorded August 10, 2021, Instrument No. 2021-0030343, Official Records.

APN: 030-220-069-000

August 3, 2021 **SENT VIA EMAIL TO daniel.maguire@cityofwinters.org**

To: Dan Maguire

From: Kal S. Takhar

Re: LDS property approved tentative map 18 lots REVISED LETTER

After reviewing information from our meeting last year, please accept this as our submittal to the steering committee for consideration and approval for the affordable housing component.

During our meeting we discussed the requirement that a total of 3 affordable units shall apply to this 18-lot project, one each for very low-, low- and moderate-income homebuyers, respectively.

As suggested, we can construct one of the homes and sell to a qualified moderate-income household and meet all requirements of the City of Winters Inclusionary Housing Ordinance. This home will remain affordable for a minimum period of 10 years. The other two affordable units we propose to pay an in-lieu fee to satisfy the low and very low component of Winters Municipal Code Section 17.200. We will pay a fee equal to $41,000 x 2 units or a total fee of $82,000 Dollars to be divided over all 18 units at a rate of $4,555.55 per unit.

We propose paying this fee in two equal payments: 50% payable upon recordation of the final map equal to the number of lots included within the map and the remaining 50% payable at issuance of certificate of Occupancy by the city of Winters..

I look forward to discussing with you and the Affordable Housing Steering Committee as needed for the LDS property. Let me know if you have any questions or comments. Thank you.

Sincerely,

Kal S. Takhar
President
Crowne Development, Inc.
www.crownecommunities.com
kal@crownecommunities.com
(530)870-3172

December 21, 2020 **SENT VIA EMAIL TO daniel.maguire@cityofwinters.org**

To: Dan Maguire

From: Kal S. Takhar

Re: LDS property approved tentative map 18 lots

After reviewing information from our meeting last year, please accept this as our submittal to the steering committee for consideration and approval for the affordable housing component.

During our meeting we discussed the requirement that a total of 3 affordable units shall apply to this 18-lot project, one each for very low-, low- and moderate-income homebuyers, respectively.

As suggested, we can construct one of the homes and sell to a qualified moderate-income household and meet all requirements of the City of Winters Inclusionary Housing Ordinance. This home will remain affordable for a minimum period of 10 years. The other two affordable units we propose to pay an in-lieu fee to satisfy the low and very low component of Winters Municipal Code Section 17.200. We will pay a fee equal to $41,000 x 2 units or a total fee of $82,000 Dollars to be divided over all 18 units at a rate of $4,555.55 per unit.

We propose paying this fee in two equal payments: 50% payable upon recordation of the final map equal to the number of lots included within the map and the remaining 50% payable at Close of Escrow to the home buying public through sales proceeds.

I look forward to discussing with you and the Affordable Housing Steering Committee as needed for the LDS property. Let me know if you have any questions or comments. Thank you.

Sincerely,

Kal S. Takhar
President
Crowne Development, Inc.
www.crownecommunities.com
kal@crownecommunities.com
(530)870-3172

Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
City of Winters
318 First Street
Winters, California 95694
Attn: Housing Manager

[Property address:]

---------- Space Above This Line for Recorder's Use ----------

DECLARATION OF RESALE RESTRICTIONS AND OPTION TO PURCHASE AGREEMENT

THIS DECLARATION OF RESALE RESTRICTIONS AND OPTION TO PURCHASE AGREEMENT (**"Declaration"**) is made as of _____, 20__, by and between _____ as _____ (**"Owner"**) and the City of Winters, a municipal corporation (**"City"**). Owner is purchasing that certain real property in the City with a street address of _____ _____, Winters, California _____, and more particularly described on Exhibit A attached hereto ("**Property**").

Section 1. Recitals.

The following recitals of fact are a material part of this Declaration:

(a) The City has developed a program to provide home ownership opportunities to individuals and families with low and moderate incomes by offering homes for sale at prices which are below those otherwise prevailing in the market;

(b) The City's intent is to preserve the affordability of such homes by restricting the resale price;

(c) Such homes constitute a valuable community resource. To protect and preserve this resource, it is necessary, proper and in the public interest for the City to administer occupancy and resale controls by means of this Declaration;

(d) This Property was purchased by Owner as a moderate-income household at a below fair market affordable housing cost in accordance with the goals of the City.

NOW, THEREFORE, in consideration of the substantial economic benefits inuring to Owner and the public purposes to be achieved under the affordable housing program, Owner and City agree as follows:

Section 2. Owner Acknowledgments and Agreements. Owner hereby acknowledges and agrees that taking title to a Property shall constitute Owner's acknowledgment and agreement of the following:

THE PROPERTY IS BEING ACQUIRED BY OWNER AT A COST WHICH IS BELOW MARKET RATE FOR THE PROPERTY AND THAT THE PROPERTY IS SUBJECT TO THE RESTRICTIONS CONTAINED IN THIS AGREEMENT. THERE SHALL BE NO SALE OR TRANSFER OF THE PROPERTY EXCEPT IN ACCORDANCE WITH THIS AGREEMENT. ANY SALE OR OTHER TRANSFER OF THE PROPERTY IN VIOLATION OF THIS AGREEMENT SHALL BE VOIDABLE BY THE CITY.

THE PROPERTY MAY NOT NECESSARILY APPRECIATE IN VALUE DURING THE DURATION OF OWNERSHIP AND OWNER MAY RECEIVE LESS THAN OWNER ORIGINALLY PAID FOR THE PROPERTY.

Section 3. Definitions.

As used in this Declaration, the capitalized terms set forth below shall have the following meanings:

(a) **"Affordable Price"** means the price paid by the current owner of the property plus the percentage change in Area Median Income from the date of sale of the Property to an Owner (or subsequent Owner, as the case may be) to the date of receipt by the City of Owner' Notice, but in no event less than zero. In no event shall the Affordable Price exceed the Maximum Affordable Housing Cost.

(b) **"Assumption Agreement"** means the Disclosure, Acknowledgement and Assumption Agreement in the form attached as Exhibit B.

(c) **"Area Median Income"** means the median income for a household, adjusted for household size, residing in the City, as determined by the United States Department of Housing and Urban Development for the Yolo County Metropolitan Statistical Area, from time to time.

(d) **"City"** means the City of Winters.

(e) **"City Note"** is the promissory note executed by Owner in favor of City in the form attached as Exhibit C, which is secured by a Deed of Trust executed by Owner in favor of City. The principal amount of the City Note is equal to the Silent Second, as defined herein.

(f) **"Declaration"** is defined in the Preamble.

(g) **"Deed of Trust"** means the separate Deed of Trust on this Property securing Owner's obligations under the City Note, executed by Owner in favor of the City in the form attached as Exhibit D.

(h) **"Events of Default"** are defined in Section 10.1.

(i) "**Fair Market Value"** means the value of the Property determined by an independent, MAI-certified appraiser who has experience in residential appraisals in Yolo County.

(j) **"Grant Deed"** is defined in Section 7.1(b).

(k) "**Listing Notice"** is defined in Section 6.1.

(l) **"Maximum Affordable Housing Cost"** means the maximum affordable housing cost allowable for a moderate-income household earning up to 120% of Area Median Income, adjusted for household size, as determined under California Health and Safety Code Section 50052.5 calculated at the time of a Sale to a Qualifying Purchaser.

(m) "**Notice of Extraordinary Sale"** is defined in Section 9.2.

(n) **"Occupancy Certificate"** is defined in Section 13.3.

(o) **"Owner"** is defined in the Preamble.

(p) **"Owner's Proceeds"** means the amount due to Owner upon Transfer of the Property to a Qualifying Purchaser according to the terms of this Declaration.

(q) **"Principal Residence"** means the location at which an individual resides for ten (10) months out of each calendar year or such shorter period of time as City, in its sole discretion, shall determine.

(r) "**Prohibited Transfer**" is defined in Section 6.3.

(s) **"Property"** is defined in the Preamble.

(t) "**Purchase Option**" is defined in Section 8.1.

(u) "**Purchase Option Assignee**" is defined in Section 8.3.

(v) **"Qualifying Purchaser"** means persons and families identified or approved by City whose household income, adjusted for household size, does not exceed, with respect to very low income households, 50% of Area Median Income, with respect to low income households 80% of Area Median Income, and with respect to moderate income households 120% of Area Median Income.

(w) "**Sale**", "**Sell**" or "**Sold**" means a Transfer of the Property for monetary consideration.

(x) **"Senior Lender"** means a bank, savings and loan association, insurance company, pension fund, publicly traded real estate investment trust, governmental agency, or charitable organization engaged in making loans which customarily makes residential purchase money loans and has loaned money to Owner to purchase or refinance the purchase of the Property.

(y) **"Senior Lien"** means a single deed of trust for the purpose of securing a loan from the Senior Lender to finance or refinance the purchase of the Property.

(z) "**Senior Loan**" means the purchase money loan obtained by Owner from the Senior Lender.

(aa) **"Silent Second Mortgage"** or **"Silent Second"** means an amount equal to $_____, which is equal to the difference between the Fair Market Value of the property as of the date of this Declaration, and the Affordable Price paid by the Owner, which mortgage is a condition of Owner's agreement to purchase the property, as required by Winters Municipal Code section 17.200.080(B)(2)(b), and which is payable upon sale of the property to a purchaser other than a Qualifying Purchaser.

(bb) **"Transfer"** means any voluntary or involuntary assignment or transfer of any interest in the Property.

(cc) "**Transfer Notice**" is defined in Section 6.3(a).

Section 4. Related Documents.

Owner executed the Deed of Trust on the Property in favor of City, dated _____, 20___ securing the City Note.

Section 5. Affordable Restrictions.

5.1 Restrictions. Owner shall own and occupy the Property as Owner's Principal Residence, and Owner shall not Transfer the Property, or any portion thereof, in violation of this Declaration. This Property shall be made available to moderate-income households whose income does not exceed 120% of Area Median Income.

5.2 Term. This Declaration shall remain in effect for a period of ten (10) years from the date of this Declaration as stated above, or until such time as the Property is sold pursuant to an Extraordinary Sale pursuant to the terms of this Declaration.

5.3 Owner Representations and Warranties. Owner represents and warrants to City that the financial and other information Owner previously provided to City for the purpose of qualifying to purchase the Property was true and correct at the time it was given and remains materially true and correct as of the date of this Declaration.

Section 6. Transfer Procedures.

6.1 Notice. If Owner desires to Sell the Property, Owner shall deliver written notice to the City specifying the proposed date Owner desires to list the Property with a real estate broker ("**Listing Notice**") which date shall not be less than one hundred and eighty (180) days from the date City receives the Listing Notice. Upon receipt of the Listing Notice, City shall have thirty (30) days to calculate the Affordable Price and notify Owner of the same. Within one hundred and fifty (150) days after the City has calculated the Affordable Price, Owner, City, and real estate brokers consulted by Owner, shall attempt to identify a Qualifying Purchaser at the Affordable Price and enter into a binding contract for the Sale of the Property to the Qualifying Purchaser, which contract shall provide that the closing of the Sale shall occur no later than forty-five (45) days after execution of such contract. If no such contract for Sale to a Qualifying Purchaser has been executed after one hundred and fifty (150) days, City has thirty (30) days to exercise the Purchase Option or identify a Purchase Option Assignee under Section 8. If City does not exercise the Purchase Option or select a Purchase Option Assignee within thirty (30)

days, Owner may Sell the Property pursuant to an Extraordinary Sale in accordance with this Declaration. Closing for the purchase and sale to a Qualifying Purchaser will occur on the date specified in the Sale contract, unless extended by mutual written agreement of both City and Owner and the Qualifying Purchaser. All Sales shall take place through an escrow with a mutually acceptable escrow company.

6.2 Transfers for No Consideration. The following Transfers of the Property without monetary consideration are permitted under this Declaration:

(a) Transfer of title by gift, devise, or inheritance to an Owner's spouse;

(b) Transfer of title by devise or inheritance to an Owner's natural or adopted children;

(c) Transfer of title by an Owner's death to a surviving joint tenant, tenant by entireties, or a surviving spouse of community property;

(d) Transfer of title to a spouse as part of divorce or dissolution proceedings; or

(e) Transfer of title or any interest in the Property to the spouse in conjunction with marriage.

6.3 Transfers for No Consideration.

(a) If the proposed Transfer is by gift under Section 6.3(a), or under Sections 6.3(d) or (e), Owner shall provide the City with a notice of such transfer ("**Transfer Notice**"), together with any other documentation the City may reasonably request in order to ensure that the Transfer is to a Qualified Purchaser. Upon receipt of a Transfer Notice and other documentation, the City shall have 45 days after receipt to deliver written notice to the Owner that either approves or disapproves the Transfer. The Transfer shall be deemed approved if the City fails to disapprove the proposed Transfer within such 45 day period. Upon approval, or deemed approval, the Owner shall complete the Transfer, including recordation of all applicable documents, within 60 days after receipt of approval (or deemed approval) of the Transfer. If the Transfer is disapproved by the City, Owner shall not Transfer the Property to the proposed transferee, but shall have the right to Sell the Property in accordance with the provisions of this Declaration. Any transferee shall be bound by and subject to the provisions of this Declaration as an Owner and shall execute, acknowledge and deliver to the City the Assumption Agreement. Failure to deliver the Assumption Agreement shall constitute a default under this Declaration; provided, however, that such transferee shall be bound by and subject to the provisions of this Declaration as an Owner notwithstanding its failure to deliver the Assumption Agreement.

(b) If the proposed Transfer is (other than by gift) by devise, inheritance or rights of survival under Sections 6.3(a), (b) or (c) the trustee, executor or new owner shall notify the City in writing of the change in ownership of the Property within 20 days of such event giving rise to such Transfer. Any such transferee shall be bound by and subject to the provisions of this Declaration and the trustee, executor or new owner shall execute, acknowledge and deliver to the City the Assumption Agreement. Failure to deliver the Assumption Agreement shall constitute a default under this Declaration; provided, however, that such transferee shall be bound by and

subject to the provisions of this Declaration as an Owner notwithstanding its failure to deliver the Assumption Agreement.

6.4 Prohibited Transfers. Any Transfer other than as permitted under this Declaration is a "Prohibited Transfer". A Prohibited Transfer specifically includes any Transfer of a use, rental or leasehold interest in a Property. Any Sale of the Property other than in strict accordance with this Declaration is a Prohibited Transfer. If an Owner attempts or makes a Prohibited Transfer then in addition to all other rights or remedies the City may have under this Declaration, City shall have the right to exercise the City's Purchase Option which may be exercised against the transferee or the Owner under such Prohibited Transfer.

Section 7. Closing.

7.1 Conditions to Closing. It shall be a condition to close a Transfer of the Property that the escrow agent involved in the closing has received the following:

(a) Written confirmation from City of the Affordable Price and the identity of the Qualifying Purchaser;

(b) A standard title company form grant deed, executed and acknowledged by Owner granting the Property to the Qualifying Purchaser ("**Grant Deed**"), which shall be recorded in the Official Records of the County of Yolo; and

(c) The Assumption Agreement, executed and acknowledged by the Qualifying Purchaser and City, which shall be recorded in the Official Records of the County of Yolo.

7.2 Closing Procedures For Sale to Qualifying Purchaser. At closing, Owner shall convey the Property to the Qualifying Purchaser by Grant Deed. Owner shall cause a mutually acceptable title company to issue to the Qualifying Purchaser a CLTA standard coverage owner's form of title insurance policy in the amount of the Affordable Price insuring title to the Property vested in the Qualifying Purchaser, subject only to standard printed form exceptions, and exclusions, liens for current taxes and assessments not yet due or payable, this Declaration and such other matters as were exceptions to title as of the date this Declaration is recorded in the Official Records of Yolo County or are accepted by the Qualifying Purchaser in writing. All closing costs and title insurance premiums shall be paid pursuant to the custom in the City; provided that in no event shall the City be required to pay any real estate brokerage fees or commissions.

7.3 Distribution of Affordable Price. At closing, the Affordable Price shall be distributed as follows:

(a) First, to pay the amounts necessary to release the Senior Lien (unless assumed in writing by the Qualifying Purchaser);

(b) Second, all remaining amounts shall be paid to Owner.

Section 8. City's Purchase Option.

8.1 Grant of Option. Owner grants to City an option to purchase the Property upon the occurrence of: (a) City's receipt of the Notice described in Section 6.1; (b) an Event of Default under Section 11.1; or (c) an event of default under the Senior Lien ("**Purchase Option**"). Closing of the purchase and sale shall occur in accordance with the provisions of Section 7 (except City will be deemed to be the Qualifying Purchaser) within one hundred and twenty (120) days after exercise of the Purchase Option.

8.2 Exercise of Option. City shall exercise the Purchase Option by delivering written notice to Owner (or if Owner Transferred the Property in violation of this Declaration, to the transferee) as follows:

(a) If the Purchase Option is triggered as a result of a Transfer under Sections 6.1, then City shall exercise the Purchase Option within the period described in Sections 6.1.

(b) If the Purchase Option is triggered as a result of an Event of Default under Section 11.1, City shall exercise the Purchase Option within one hundred and twenty (120) days after the Event of Default has occurred; provided that if the Event of Default is under Section 11.1(a) or (b), then City shall exercise the Purchase Option within one hundred and twenty (120) days after City informs Owner that such Event of Default has occurred.

8.3 Assignment of Purchase Option. Prior to or after exercise of the Purchase Option, City may assign the Purchase Option to a governmental agency, non-profit organization, or a Qualifying Purchaser (**"Purchase Option Assignee"**), which shall be subject to this Declaration. If the City acquires the Property instead of transferring it to a Purchase Option Assignee, the City shall transfer the Property to a Qualifying Purchaser.

8.4 Grant of Power of Attorney. Owner hereby grants to City an irrevocable power of attorney coupled with an interest to act on Owner's behalf to execute, acknowledge and deliver any and all documents relating to the Purchase Option.

8.5 Non-Liability of City. City shall not be held liable by reason of its exercise or non-exercise of the Purchase Option.

Section 9. Extraordinary Sale.

Owner shall have a right to make an Extraordinary Sale in accordance with the provisions of this Section 9, if there is no Event of Default under this Agreement, the City or Owner fails to identify a Qualifying Purchaser within the times set forth in Section 6.1 and

(a) The City fails to exercise its Purchase Option within the times set forth in Section 8; or

(b) The City fails to close escrow after exercising its Purchase Option,

9.2 Notice of Extraordinary Sale; Appraisal. Each Owner shall notify City of the Owner's intent to make an Extraordinary Sale by delivering notice thereof to the City ("**Notice of Extraordinary Sale**"). The Notice of Extraordinary Sale shall contain a request that City calculate the current fair market value of the Property based upon an appraisal, the cost of which

shall be paid by Owner through escrow. City shall provide the Owner with a copy of the appraisal within 10 days after receipt of by the City. City shall use reasonable efforts to obtain the appraisal within 60 days after receipt of the Notice of Extraordinary Sale. The Owner shall be required to Transfer the Property at a price not less than the current fair market value, unless otherwise approved by City in writing. All transfer documents relating to the Extraordinary Sale shall be submitted to the City for its review and approval as consistent with the terms of this Agreement. The actual gross sales price for the Property under any such sale is the "Extraordinary Sale Price."

9.3 Distribution of Proceeds. The Extraordinary Sale Price shall be distributed in the following priority to the extent funds are available:

(a) First, to pay the amounts necessary to release the Senior Lien (unless assumed in writing by the Qualifying Purchaser);

(b) Second, to pay to the City any amounts necessary to release the City Deed of Trust;

(c) Third, all remaining appreciation shall be paid to Owner.

9.4 Effect of Extraordinary Sale. Upon the close of escrow for an Extraordinary Sale, the purchaser at the Extraordinary Sale shall acquire title to the Property free and clear of the provisions of this Agreement. The City shall execute, acknowledge and record a release or other documentation sufficient to release the Property sold at an Extraordinary Sale from the provisions of this Agreement.

Section 10. Maintenance. Owner shall not destroy or damage the Property, allow the Property to deteriorate, or commit waste on the Property. Owner shall maintain the Property in compliance with all applicable laws, ordinances and regulations and in a good and clean condition and all appliances and fixtures shall be in good working order.

Section 11. Default and Remedies.

11.1 Events of Default. The occurrence of any one of the following events or circumstances shall constitute an "**Event of Default**" by Owner under this Declaration.

(a) Owner has actually Transferred or attempted to Transfer the Property in violation of the covenants and restrictions contained in this Declaration.

(b) City has determined in City's sole discretion that the Property is not Owner's Principal Residence.

(c) Owner fails to pay real estate taxes, assessments or homeowner's association dues, or Owner fails to maintain insurance in such amounts as required under this Declaration, or Owner places any mortgages, encumbrances or liens upon the Property in violation of this Declaration, and such event or condition shall not have been cured within thirty (30) days following the date of written notice to cure by City to Owner.

(d) Owner fails to perform any other agreements or obligations on Owner's part to be performed under this Declaration, and such failure continues for thirty (30) days following the date of written notice to cure by City to Owner, or in the case of a default not susceptible of cure within thirty (30) days, Owner fails to promptly commence such cure within thirty (30) days and thereafter fails to diligently prosecute such cure to completion.

(e) Owner causes or permits a default under the Senior Lien and fails to cure the same in accordance with the cure provisions in the Senior Lien.

11.2 Remedies. Upon the occurrence of an Event of Default by Owner, City may exercise any or all of the remedies set forth below:

(a) City shall have the right to institute an action for specific performance of the terms of this Declaration, for an injunction prohibiting a proposed Transfer in violation of this Declaration, or for a declaration that a Transfer is void; and

(b) City shall have the right to exercise its Purchase Option.

(c) City shall have the right to exercise all other remedies permitted by law or at equity.

Section 12. Lender Provisions.

12.1 Purposes of Financing. Owner may encumber title to the Property for the sole purpose of securing (a) purchase money financing, (b) refinancing (but only up to the amount of the original financing), or (c) refinancing up to the amount of the original financing, plus (___) percent (__%) of the Affordable Price. Refinancing under option (c), above, shall only be permitted for making capital improvements to the Property, meeting educational expenses, or meeting the costs of an Owner's or Owner's immediate family member's catastrophic illness. Owner shall not cause or permit any other mortgages, encumbrances or liens upon the Property.

12.2 Subordination. This Declaration shall be subordinate to a lien securing purchase money financing or refinancing. Upon request by an Owner or Senior Lender, City shall executed a subordination agreement with the Senior Lender in the form reasonable satisfactory to the City.

12.3 Default and Foreclosure. Owner shall provide a copy of any notice of default to City within three (3) days of Owner's receipt. In the event of any default under the Senior Lien, City shall have the right to (a) cure such default within the time period afforded Owner, or (b) foreclose its Deed of Trust on the Property. City's rights under this section shall not prevent the Senior Lender from commencing a judicial or nonjudicial foreclosure of the Senior Lien. City may foreclose its Deed of Trust under clause (b) pursuant to the terms of that Deed of Trust.

12.4 Right to Cure. Owner authorizes City, in City's name, but without any obligation to do so, to perform any act required of Owner in order to prevent a default under, or acceleration of the indebtedness secured by, the Senior Lien or the commencement of any foreclosure or other action to enforce the collection of such indebtedness. If City elects to cure

any such default, Owner shall pay the expenses incurred by City in effecting any cure upon demand, together with the interest thereon at the maximum interest rate permitted by law.

Section 13. Miscellaneous.

13.1 Damage and Destruction; Condemnation; Insurance. If the Property is condemned or the improvements damaged or destroyed, all proceeds from insurance or condemnation shall be distributed to Owner or its successors or assigns, for purposes of restoring or replacing the Property, unless the Senior Lender deed of trust or, if not covered by the Senior Lender Deed of Trust, the Deed of Trust provides otherwise, in which case the Senior Lender Deed of Trust or, if not covered by the Senior Lender Deed of Trust, the Deed of Trust shall control.

13.2 No Discrimination.

(a) Owner covenants by and for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, source of income, age, physical or mental handicap, medical condition, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

(b) All deeds and contracts made relative to the Property shall contain or be subject to the following nondiscrimination or nonsegregation clauses set forth in Health and Safety Code Section 33436 in substantially the same form:

(i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, source of income, physical or mental handicap, medical condition, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(ii) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, source of income, age, physical or mental handicap, medical condition, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or

practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land."

13.3 Owner Occupancy Verification. To insure compliance with this Declaration's requirement that Owner use the Property as his/her Principal Residence, Owner shall provide City with a completed Occupancy Certificate (**"Occupancy Certificate"**), to be provided by the City, upon request by the City from time to time.

13.4 Notices. Any notice, demand or other communication required or permitted to be given under this Declaration by either party to the other party shall be in writing and sufficiently given or delivered if transmitted by (a) registered or certified United States mail, postage prepaid, return receipt requested, (b) personal delivery, or (c) nationally recognized private courier services, in every case addressed as follows:

If to City: City of Winters
318 First Street
Winters, California 95694
Attention: Housing Manager

If to Owner: at the Property address

Any such notice, demand or other communication transmitted in accordance with this section shall be deemed delivered upon receipt, or upon the date delivery was refused. Any party may change its address for notices by written notice given to the other party in accordance with the provisions of this section.

13.5 Remedies Cumulative. City's rights and remedies, whether provided by law, in equity or by this Declaration, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise of any other or further rights or remedies for the same or any other default or breach. No waiver with respect to the performance of any of Owner's obligations shall be effective except to the extent the particular obligation is expressly waived, nor shall it be a waiver with respect to any other rights or remedies of any other of Owner's obligations.

13.6 Time for Performance. Time is of the essence in the performance of the terms of this Declaration. All dates for performance (or cure) shall expire at 5:00 p.m. on the performance or cure date. Any performance date which falls on a Saturday, Sunday or City holiday is automatically extended to the next City working day. Unless otherwise specified, whenever an action is required in response to a submission, request or other communication, the responding party must respond within thirty (30) days.

13.7 Amendments. Any modification or waiver of any provision of this Declaration or any amendment thereto must be in writing and signed by a person or persons having authority to do so, on behalf of both City and Owner.

13.8 Controlling Agreement. Owner covenants that Owner has not executed and will not execute any other agreement with provisions contradictory to or in opposition to the

provisions of this Declaration. Owner understands and agrees that this Declaration shall control the rights and obligations between Owner and City.

13.9 Successors and Assigns. Subject to the restrictions on Transfer contained in this Declaration, this Declaration shall inure to the benefit of, and shall be binding upon, the successors, assigns, personal representatives, estates, heirs and legatees of Owner.

13.10 Governing Law. This Declaration shall be governed by, and construed and enforced in accordance with, the internal laws of the state of California.

13.11 Recordation. Owner shall cause this Declaration to be recorded in the County's Official Records.

IN WITNESS WHEREOF, Owner and City have executed this Declaration as of the date written above.

CITY:

OWNER:

_____

_____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

DISCLOSURE, ASSIGNMENT AND ASSUMPTION

Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
City of Winters
_____
_____
Attn: _____

[Property address:]

---------- Space Above This Line for Recorder's Use ----------

DISCLOSURE, ACKNOWLEDGMENT AND ASSUMPTION AGREEMENT

THIS DISCLOSURE, ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT ("**Agreement**") is made among _____ ("**Seller**" or "**Transferor**"), _____ ("**Buyer**" or "**Transferee**") and the CITY OF WINTERS ("**City**").

Section 1. Recitals.

The following recitals of fact are a material part of this Declaration:

(a) Seller is the current owner of the real property commonly known as _____[insert street address]_____, Winters, California, and now particularly described on Exhibit A, which together with all improvements located thereon is referred to in this Agreement as the "**Property**".

(b) The Property is subject to affordability restrictions applicable to the Property as described in the Declaration of Resale Restrictions and Option to Purchase Agreement, recorded on _____, 20__, as Document No. _____, in the Official Records of Yolo County, California (the "**Resale Restrictions**") which restricts the Property from being sold at its fair market value.

(c) The Property is further subject to a Deed of Trust, recorded on _____, 20__, as Document No. _____, in the Official Records of Yolo County, California (the **"City Deed of Trust"**) which secures the Resale Restrictions and a promissory note executed by Seller in favor of the City (the **"City Note"**) in the amount of $_____, which is equal to the difference between the Fair Market Value of the Property at the time of purchase by Seller, and Affordable Price paid by Seller.

(d) Seller wishes to Transfer the Property to the Buyer and Buyer will acquiring the Property and shall assume the obligations of Owner under the Resale Restrictions, the City Deed of Trust and the City Note.

NOW THEREFORE, the parties hereto agree as follows:

Section 2. Acknowledgements. The Buyer hereby acknowledges and agrees to the following:

(a) THE PROPERTY IS SUBJECT TO THE RESALE RESTRICTIONS, THE CITY DEED OF TRUST AND THE CITY NOTE, AND BUYER AGREES AS AN OWNER TO BE BOUND BY ALL OF THE CONDITIONS AND COVENANTS CONTAINED IN THE RESALE RESTRICTIONS, THE CITY DEED OF TRUST AND THE CITY NOTE. BUYER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE RESALE RESTRICTIONS, THE CITY DEED OF TRUST AND THE CITY NOTE AND UNDERSTANDS AND ACKNOWLEDGES THAT ITS RIGHT TO SELL THE PROPERTY AT FAIR MARKET VALUE IS VERY LIMITED, THAT IN CERTAIN INSTANCES BUYER WILL BE OBLIGATED TO REPAY THE CITY NOTE, AND THAT, IN CERTAIN INSTANCES, THE CITY WILL HAVE THE OPTION TO PURCHASE THE PROPERTY FROM BUYER. THESE RESTRICTIONS WILL BE IN EFFECT FOR TEN YEARS FROM THE DATE OF THE RESALE RESTRICTIONS. IF BUYER SELLS THE PROPERTY IN VIOLATION OF THE RESALE RESTRICTIONS, THE CITY IS ENTITLED TO EXERCISE ITS PURCHASE OPTION UNDER THE RESALE RESTRICTIONS OR DECLARE THE FULL AMOUNT OF THE CITY NOTE DUE AND PAYABLE.

(b) BUYER SHALL OCCUPY THE PROPERTY AS ITS PRINCIPAL RESIDENCE FOR THE DURATION OF ITS OWNERSHIP.

(c) THE PROPERTY WILL NOT NECESSARILY APPRECIATE IN VALUE DURING THE TERM OF OWNERSHIP AND THE RESALE PRICE MAY BE LESS THAN WHAT BUYER ORIGINALLY PAID FOR THE PROPERTY AND THUS BUYER MAY RECEIVE LESS MONEY THAN IT ORIGINALLY PAID FOR THE PROPERTY.

Section 3. Consent; Power of Attorney.

3.1 Consent. The City hereby consents to the transfer of the Property to the Buyer as an Qualifying Buyer.

3.2 Power of Attorney. Buyer hereby grants to Agency an irrevocable power of attorney coupled with an interest to act on Buyer's behalf to execute, acknowledge and deliver any and all documents relating to the Purchase Option under Section __ of the Resale Restrictions.

Section 4. Miscellaneous.

4.1 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the state of California.

4.2 Successors and Assigns. Subject to the provisions of the Resale Restrictions, regarding transfers, this Agreement shall inure to the benefit of, and shall be binding upon, the successors, assigns, personal representatives, estates, heirs and legatees of Buyer and Seller.

4.3 Interpretation. Capitalized terms not defined in this Agreement shall have the meanings given to them in the Resale Restrictions.

4.4 Counterparts. This Agreement may be executed in multiple identical counterparts.

CITY: BUYER:

By: _____ _____

EXHIBIT C

CITY NOTE

EXHIBIT D

DEED OF TRUST

RECORDING REQUESTED PURSUANT
TO GOVERNMENT
CODE SECTION 27383

When Recorded Mail To:

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

DEED OF TRUST AND SECURITY AGREEMENT

APN: ***[to be inserted]***

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made this ____ day of _____, 2022, among ***[insert name of homeowner]*** ("Trustor"), whose address is ***[insert address of homeowner], [insert name of title company]*** ("Trustee"), whose address is ***[insert address of title company]***, and the City of Winters ("Beneficiary"), whose address is 318 First Street, Winters, California 95694.

Trustor irrevocably grants, conveys, transfers and assigns to Trustee in trust, with power of sale and right of entry and possession, all of Trustor's right, title and interest now owned or hereafter acquired in and to the real property in Winters, California, described on Exhibit A attached hereto and incorporated herein by this reference, together with all buildings, structures and improvements now existing or hereafter constructed thereon (the "Improvements") and all other property and interests of any kind or character which may be reasonably necessary or desirable to promote the present and future beneficial use and enjoyment of such real property and improvements (the "Property").

1. Secured Obligations. Trustor makes the grant, conveyance, transfer and assignment herein for the purpose of securing Trustor's obligations under that certain **Occupancy, Refinancing, and Resale Restriction Agreement with Option to Purchase** between Trustor and Beneficiary dated ***[insert date of Agreement]*** (the "Secured Obligations").

2. Maintenance and Repair. Trustor shall (a) keep the Property in good condition and repair and not remove or demolish any building; (b) complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed; (c) pay when due all claims for labor performed and materials furnished; (d) comply with all laws affecting the Property or requiring any alterations or improvements to be made; (e) not commit or permit waste; and (f) cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary.

3. Insurance. Trustor shall maintain hazard insurance against loss by fire, hazards included with the term "extended coverage," and any other hazards for which Beneficiary requires insurance, and liability insurance. The insurance carrier and the insurance policies and amounts of coverage shall be acceptable to Beneficiary, the liability policy shall name Beneficiary as an additional insured, and shall require 30 days' prior notice to Beneficiary before the policy is modified or terminated.

4. Defense of Security. Trustor shall appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee. Trustor shall pay all costs and expenses, including costs of evidence of title and attorneys' fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. Payment of Taxes and Liens. Trustor shall pay (a) at least 10 days before delinquency, all taxes and assessments affecting the Property, including water stock assessments; (b) when due, all encumbrances, charges and liens, with interest, on the Property, which are or appear to be prior or superior to this Deed of Trust; and (c) upon demand all costs, fees and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act provided for in this Deed of Trust, then Beneficiary or Trustee may, without obligation to do so, and with or without notice to or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust: (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or settle any encumbrance, charge or lien which in the judgment of either appears to be senior to this Deed of Trust; and (iv) in exercising any such powers, pay allowable expenses, including attorneys' fees.

6. Reimbursement of Costs. Trustor shall pay upon demand all sums expended by Beneficiary or Trustee provided for in this Deed of Trust or allowed by law, with interest from date of expenditure at the maximum rate allowed by law.

7. No Waiver. By accepting payment of any sum after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.

8. Reconveyance. That upon written request of Beneficiary stating that the Secured Obligations have been fulfilled, and upon surrender of this Deed of Trust, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

9. Assignment of Rents. Trustor hereby absolutely and unconditionally assigns to Beneficiary all of the rents, issues, profits, royalties, revenues, income and other benefits (collectively, the "Rents") derived from the Property, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary, either directly or through a receiver, the right, power and authority, but not the obligation, to collect the Rents, and to sue, either in the

name of Trustor or Beneficiary, for all such Rents and to apply the same to the indebtedness secured hereby in such order as Beneficiary may determine in its sole discretion. This assignment of Rents is intended to create and shall be construed to create an absolute assignment to Beneficiary of all of Trustor's right, title and interest in the Rents; provided, however, so long as no default exists by Trustor in the payment of any indebtedness secured hereby, or in any other covenant contained herein, or in said note or notes or in any other document evidencing or securing such indebtedness, Trustor shall have the right to collect all Rents from the Property and to retain, use and enjoy the same. Upon the occurrence of such a default, without the necessity of demand or other notice to Trustor or any other act to enforce Beneficiary's interest pursuant to this assignment, Trustor shall have no interest whatsoever in the Rents that are received by Trustor after a default, and all such Rents shall be received and held by Trustor in constructive trust for Beneficiary and delivered promptly to Beneficiary, or to a court-appointed receiver for the Property, without the necessity for further notice to, or demand upon, Trustor. Upon the occurrence of such a default and at any time thereafter during the continuance thereof, Beneficiary may, at its option, send any tenant of the Property a notice to the effect that: (a) a default has occurred; (b) Beneficiary has elected to exercise its rights under this assignment; and (c) such tenant is thereby directed to thereafter make all payments of Rents to or for the benefit of Beneficiary or as Beneficiary shall direct. Any such tenant shall be entitled to rely upon any notice from Beneficiary and shall be protected with respect to any payment of Rents made pursuant to such notice, irrespective of whether a dispute exists between Trustor and Beneficiary with respect to the existence of a default or the rights of Beneficiary hereunder. Any such tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this assignment. Trustor hereby agrees to indemnify, defend and hold any such tenant harmless from and against any and all losses, claims, damages or liabilities arising from or related to any payment of Rents by such tenant made in reliance on and pursuant to such notice.

10. Default and Foreclosure. Upon default by Trustor in performance of any Secured Obligation, Beneficiary may deliver to Trustee a declaration of default and demand for sale and of a notice of default and a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust and all documents evidencing the Secured Obligations and expenditures, if any, secured by this Deed of Trust. Upon default of any obligation secured by this Deed of Trust and acceleration of all sums due, if any, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3433.

11. Substitution of Trustee. Beneficiary, or any successor beneficiary of the Secured Obligations or of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary

hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

12. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder, including pledgees, of the covenants set forth in the **Occupancy, Refinancing, and Resale Restriction Agreement with Option to Purchase** whether or not named as Beneficiary herein.

13. Trustee Acceptance. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

14. Further Assurances. Trustor shall, at its own cost and expense, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary shall from time to time require, for better assuring, conveying, assigning, transferring, and confirming unto Trustee the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust. Trustor shall, on demand, execute and deliver, and hereby authorizes Trustee and Beneficiary, or either of them, to execute in the name of Trustor, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien hereof. Immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, Trustor shall cause this Deed of Trust, and any security instruments creating a lien or evidencing the lien hereof upon any personal property and each instrument of further assurance, to be filed, registered, or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Property encumbered hereby.

15. Condemnation and Insurance Proceeds. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or other taking of all or any portion of the Property, or knowledge of any casualty damage to the Property, or damage in any other manner, Trustor shall immediately notify Beneficiary thereof. Trustor hereby authorizes and empowers Beneficiary as attorney-in-fact for Trustor to make proof of loss, to adjust and compromise any claim under the insurance policies covering the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder. Trustor hereby authorizes and empowers Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part

thereof, or for conveyances in lieu of the Property, or any part thereof, shall be paid to Beneficiary. The foregoing powers of attorney are coupled with an interest and are irrevocable. Trustor hereby authorizes Beneficiary to apply such awards, payments, proceeds or damages relating to condemnation of the Property and insurance covering the Property, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, at Beneficiary's option, subject to the requirements of applicable law and the provisions hereof, to restoration or repair of the Property or to payment of the sums secured by this Deed of Trust. Beneficiary shall be under no obligation to question the amount of any compensation, awards, proceeds, damages, claims, rights of action, and payments relating to condemnation or other taking of the Property or insured casualty affecting the Property, and may accept the same in the amount in which the same shall be paid. Trustor shall execute such further evidence of assignment of any awards, proceeds damages or claims arising in connection with such condemnation or taking or such insurance as Beneficiary may require.

16. Severability. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, but only to the extent of such invalidity.

17. Estoppel Certificate. Trustor shall, within ten (10) days of a written request from Beneficiary, furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

18. Due-On-Sale or Encumbrance. If all or any part of the Property, or any interest therein, or any beneficial interest in Trustor (if Trustor is not a natural person or persons but is a corporation, partnership, trust, limited liability company or other legal entity), is sold, transferred, mortgaged, assigned, pledged, or further encumbered, whether directly or indirectly, whether voluntarily or involuntarily or by operational law, Beneficiary may, at Beneficiary's option invoke any remedies permitted by this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth.

TRUSTOR:

By: _____

Name: _____

By: _____

Name: _____

Exhibit A

Situated in the State of California, City of Winters, County of Yolo, and described as follows:

[insert legal description]

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT E

METHODOLOGY FOR CALCULATING AFFORDABLE SALES PRICE

I. GENERAL POLICY

Inclusionary Units must be sold at no more than the defined Affordable Sales Price. This price will be calculated as set forth herein, based on the affordability level for the applicable Inclusionary Unit. The Affordable Sales Price is the maximum price for which an Inclusionary Unit may be sold at the initial sale for each Inclusionary Unit. The Affordable Sales Price is likely to be lower than the fair market value of the property.

This Agreement imposes the following basic financial requirements:

1. The Affordable Sales Price is calculated based on the standards set forth in the City's Affordable Housing Ordinance in effect as of the Reference Date (the "Affordable Housing Ordinance").

2. A Benchmark Down Payment amount set at 20% of the Affordable Sales Price will be used for the purposes of calculating the Affordable Sales Price. This Benchmark Down Payment amount is not tied to the actual down payment contributed by the home buyer.

II. AFFORDABLE SALES PRICE CALCULATIONS

The Affordable Sales Price is equal to the Supportable Mortgage plus the Benchmark Down Payment. The Planning Director will calculate both the Supportable Mortgage and the Benchmark Down Payment using the form provided at the end of this Exhibit.

This Exhibit establishes maximum sales prices that are affordable to Eligible Purchasers. This affordability requirement continues to apply when existing homeowners opt to resell their home. The amount of the Affordable Sales Price is calculated on the basis of the identified variables. As these variables change, the Affordable Sales Price can increase or decrease. Homeowners should be informed that the Affordable Sales Price can increase or decrease, and that the Affordable Sales Price is in no way tied to market prices.

It is possible that the Affordable Sales Price will decrease over time. This may result in a situation where the resale value of the home is less than the original purchase price.

A. Household Size

The household income applied in the Affordable Housing Cost is calculated based on the number of bedrooms in the unit plus one. For example, the imputed household size for a three-bedroom home is four persons. However, this is not meant to be an occupancy cap; it is simply a benchmark used to create a consistent Affordable Housing Cost methodology.

B. Benchmark Household Income

The following household income levels shall be used to calculate the benchmark household income for calculating Affordable Sales Prices:

1. Very-Low Income: The greater of (i) 50% of Area Median Income, or (ii) the "Very-Low Income" household income published by the State of California Department of Housing and Community Development for Yolo County, in each case for a household size equal to the number of bedrooms in the unit plus one.

2. Low Income: The greater of (i) 80% of Area Median Income, or (ii) the "Low Income" household income published by the State of California Department of Housing and Community Development for Yolo County, in each case for a household size equal to the number of bedrooms in the unit plus one

3. Moderate Income: The greater of (i) 110% of Area Median Income, or (ii) the "Moderate Income" household income published by the State of California Department of Housing and Community Development for Yolo County, in each case for a household size equal to the number of bedrooms in the unit plus one.

C. Income Allocated to Housing Related Expenses

The following amounts of the applicable household income to housing related expenses are:

1. Very-Low Income: 35% of the benchmark household income.

2. Low Income: 35% of the benchmark household income.

3. Moderate Income: 35% of the benchmark household income.

D. Non-Mortgage Housing Related Expenses

Non-mortgage related expenses will be calculated based on standards defined by the City. The expenses and standards are:

1. Property Tax and Assessments: The tax rate applied to determine the annual property tax cost will be set at 1.15% of the purchase price of an inclusionary home.

2. Fire and Casualty Insurance: The Planning Division will estimate typical annual costs of insuring a comparable home/condominium for its replacement value by periodically surveying local insurance companies or from data provided by the Developer or the homeowner and reasonably acceptable to the City (e.g., quotes from insurance providers).

3. Utilities: The Planning Director will estimate an annual utility cost based on data published by the Housing Authority of Yolo County or data provided by the Developer or the homeowner and reasonably acceptable to the City (e.g., from energy modeling software or actual utility bills).

4. Homeowner Association Fees (HOA): The HOA fees are estimated to be $___ per month, but will be set at the amount actually charged for the home being purchased. To the extent any of the expenses listed in items 1 through 3 above are included in the HOA fees, such expenses shall not be included separately in housing relating expenses.

E. Supportable Mortgage Amount

The Supportable Mortgage amount is determined based on the mortgage that can be supported given the income available after the other housing related expenses are paid. The mortgage interest rate used in the Affordable Sales Price calculation will be based on the interest rate set by Fannie Mae for 30-year, fully-amortizing, fixed-interest rate, no points, no fees loans. The interest rate used in the calculation will be the pertinent rate published in the Wall Street Journal for the last day of the quarter preceding the proposed home purchase,

F. Benchmark Down Payment

The Benchmark Down Payment used hereunder to establish the Affordable Sales Price is 20% of the Affordable Sales Price. The actual down payment amount will vary from unit-to-unit.

Affordable Housing Sales Price Calculation Worksheet

I. **Moderate Income**	1 Bdrm	2 Bdrm	3 Bdrm
Household Income - Moderate Income Household			
Income Allotted to Housing @ 35% of Income			
Ongoing Expenses			
Utilities, Insurance, & HOAs			
Property Taxes @ 1.15% of Affordable Price			
Total Expenses			
Income Available for Mortgage			
Affordable Housing Price			

Supportable Mtg @ __% Interest			
Home Buyer Down Payment			
As % of Maximum Affordable Price	20%	20%	20%
Dollar Amount			
Maximum Affordable Price			
II. Low Income			
Household Income - Low Income Household			
Income Allotted to Housing @ 35% Income			
Ongoing Expenses			
Utilities, Insurance, & HOAs			
Property Taxes @ 1.15% of Affordable Price			
Total Expenses			
Income Available for Mortgage			
Affordable Housing Price			
Supportable Mtg @ __% Interest			
Home buyer Down Payment			
As % of Maximum Affordable Price	20%	20%	20%
Dollar Amount			
Maximum Affordable Price			

III. Very-low Income	1 Bdrm	2 Bdrm	3 Bdrm
Household Income - Very Low Income Household			
Income Allotted to Housing @ 35% Income			
Ongoing Expenses			
Utilities, Insurance, & HOAs			
Property Taxes @ 1.15% of Affordable Price			
Total Expenses			
Income Available for Mortgage			
Affordable Housing Price			
Supportable Mtg @ __% Interest			
Home buyer Down Payment			
As % of Maximum Affordable Price	20%	20%	20%
Dollar Amount			
Maximum Affordable Price			

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:April 19, 2022

THROUGH: Kathleen Salguero Trepa, City Manager

FROM: John P. Miller, Chief of Police

SUBJECT: First Reading of an Ordinance adopting a "Military Equipment" Policy for the Winters Police Department per Assembly Bill 481 (Govt. Code §7070 et seq.)

RECOMMENDATION:
Introduce and waive first reading of Ordinance 2022-03 adopting a "Military Equipment" Policy for the Winters Police Department as required by Assembly Bill 481 (Govt. Code §7070 et seq.).

BACKGROUND:
AB 481 was signed by Governor Newsom on September 30, 2021; it requires that law enforcement agencies obtain approval of the agency's governing body by ordinance adopting a "military equipment" use policy at a regular meeting of the governing body.

DISCUSSION:
AB 481's stated intent is to increase transparency, accountability and oversight surrounding the acquisition and use of the designated "military equipment" by state and local law enforcement.

However, the term "military equipment", as used in AB 481, in fact does not necessarily indicate equipment that has been used by the military, obtained from the military, or is even considered military grade. The list of items considered "military equipment" by AB 481 are employed by many law enforcement agencies across the country as best practices to enhance public and officer safety. Items deemed to be "military equipment" by AB 481 include, but are not limited to, unmanned aerial or ground vehicles (e.g. drones or bomb disposal robots), armored vehicles, command post vehicles, firearms and ammunition of

.50 caliber or greater (specifically excluding shotguns), “pepper balls” and 40MM less lethal launchers, long range acoustic devices (LRAD), and any other equipment as determined by the governing body to require additional oversight.

AB 481 requires that law enforcement agencies obtain approval of the agency’s governing body by ordinance adopting a “military equipment” use policy prior to requesting surplus “military equipment” from the Department of Defense; seeking funds to acquire “military equipment”; or collaborating with another law enforcement agency in the deployment or other use of “military equipment” within the territorial jurisdiction of the governing body.

Govt. Code §7071 requires that no later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, or acquire additional “military equipment,” commence the approval process with the governing body and that the proposed policy be made available to the governing body and on the law enforcement agency’s internet website at least 30 days prior to any public hearing. The proposed policy was posted to our website on January 27, 2022 (http://www.winterspolice.org/contactstaff/pc13650_sb978/) and is also attached to this packet.

The governing body is required to consider the proposed military equipment policy in open session and may approve the policy only if it makes the following findings:

A. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed military equipment use policy will safeguard the public’s welfare, safety, civil rights, and civil liberties.

C. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

The Winters Police Department does not currently have, nor does it intend to acquire in the near future, any of the “military equipment” as defined in Govt. Code §7070; however, in the interest of transparency, staff listed our standard issue “patrol rifles” and rifle ammunition in our “military equipment” list (see Exhibit “A”). The continued use of this equipment is vital to our mission and will continue to be strictly regulated through internal processes and oversight. Therefore, staff believes that all the above findings can be made and that the Winters Police Department’s use of “military equipment” fully complies with Govt. Code §7070 et seq.

Govt. Code §7072 requires that the law enforcement agencies submit annual reports to the governing body regarding the use of the equipment, any complaints received, any internal audits or other information about violations of the military equipment use policy, the cost and quantity of each type of military equipment, and the quantity of military equipment if the agency intends to acquire additional military equipment in the next year as well as make the report available law enforcement agency's internet website. The Winters Police Department has already taken steps to make this information available on our website (http://www.winterspolice.org/government-code-7072-assembly-bill-481/).

Finally, Govt. Code §7072 also requires the governing body is required to review the adopted ordinance and vote on whether to renew the ordinance on an annual basis.

FISCAL IMPACT:

There is no fiscal impact associated with the proposed policy as the equipment identified in the "military equipment" list (Exhibit "A") has already been funded and acquired. Any future equipment would be subject to approved budgets at the time of acquisition and approval.

ATTACHMENTS:

1. Winters Police Department Policy 706 "Military Equipment"
2. Ordinance 2022-03
3. Exhibit "A": Winters Police Department "Military Equipment" List

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The City of Winters City Council is the elected body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by the governing body or a state agency to require additional oversight.

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706.2 POLICY

It is the policy of the Winters Police Department that members of this department comply with the provisions of Government Code § 7070 et seq. with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Winters Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See attachment: Exhibit A - Winters Police Department Military Equipment List.pdf

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

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(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

706.6 MILITARY EQUIPMENT USE CONSIDERATIONS

The military equipment acquired and authorized by the Department is:

1. Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. Reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Members shall only use military equipment after applicable training has been completed, including any courses required by the Commission on Peace Officer Standards and Training, unless exigent circumstances arise.

706.7 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

The Department participates with the Yolo County Regional SWAT Team and works closely with local, county, state, and federal partners. In exigent circumstances and with the approval of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Department acquires, borrows, or uses military equipment in exigent circumstances, it will provide written notification of the acquisition or use to the City Council within thirty (30) days following the commencement

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of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law.

While this procedure is wide-ranging, it is not all-inclusive. There may be instances wherein exigent circumstances demand the need for Incident Commanders to authorize military equipment to be used in a manner not outlined within this policy. In scrutinizing those particular instances, the judgment of the Incident Commander influenced by the totality of the circumstances, public safety, officer safety, civil rights, and information available at the time will be used.

706.8 COMPLIANCE

Department members are bound to adhere to this policy in addition to state and local laws and ordinances when employing the use of military equipment at any time. Violations of the law or this Policy may result in criminal or administrative investigations and/or actions.

Members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment in this Policy and how the military equipment is used by any of the following means:

1. Via email to: tips.winters@winterspolice.org
2. Via phone call at (530) 795-2261
3. Via mail to: Winters Police Department, Attn: Military Equipment Coordinator, 702 Main St. Winters, CA 95694

The Department is committed to responding to complaints, concerns, and questions received through any of the above methods in a timely manner.

706.9 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.10 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Attachments

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Exhibit A - Winters Police Department Military Equipment List.pdf

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EXHIBIT "A"

Winters Police Department "Military Equipment" List

1. California Government Code §7070 (c) (10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

    a. Description, quantity, capabilities, and purchase cost
        i. Rifle, Colt, Sporter M4 Carbine, 5.56×45mm NATO caliber; Quantity: 14; Capabilities: a rifle allows a trained officer greater accuracy than a handgun especially at long distances. Rifles are firearms that are fired from shoulder level having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance; Cost: $1500.00.
        ii. Ammunition, Winchester Ranger, .223 Remington caliber, 55 grain, Pointed Soft Point; Quantity: 40 cases of 200 rounds, each; Capabilities: when fired from a rifle, the projectile has greater accuracy than a projectile fired from a handgun especially at long distance; Cost: $600 per 1000 rounds.

    b. Purpose
        i. To be used as precision weapons to address a threat with greater accuracy and/or at greater distances than a handgun, if present and feasible.

    c. Authorized Use
        i. Only officers that have received California P.O.S.T. certified training are authorized to use a rifle.

    d. Lifespan
        i. Rifle, Colt, Sporter M4 Carbine, 5.56×45mm NATO caliber – 15 years.
        ii. Winchester Ranger, .223 Remington caliber, 55 grain, Pointed Soft Point – no expiration.

    e. Fiscal Impact
        i. Rifle, Colt, Sporter M4 Carbine, 5.56×45mm NATO caliber – $50.00 (cleaning and maintenance).
        ii. Winchester Ranger, .223 Remington caliber, 55 grain, Pointed Soft Point – $6000 every two years.

    f. Training
        i. Prior to using a rifle, officers must receive California P.O.S.T. certified training in the operation of the rifle. Additionally, all officers that operate

any rifle are required to pass department range qualification held quarterly.

g. Legal and Procedural Rules
    i. Use is established under Winters Police department Policy 311 "Firearms." It is the policy of the Winters Police Department to utilize rifles only for official law enforcement purposes and pursuant to State and Federal law regarding the use of force.

h. Other Notes:
    i. These rifles are "standard issue service weapons" for Winters Police Department officers and, therefore, exempted from Military Equipment Use Policy per California Government Code §7070 (c)(10). They have been included in this document in the interest of transparency.

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Newsom signed Assembly Bill 481 ("AB 481") into law which requires law enforcement agencies to adopt a military equipment use policy ("Policy") prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the law; and

WHEREAS, AB 481 requires adoption of the Policy by City Council before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute; and

WHEREAS, to continue to use military equipment acquired prior to January 1, 2022, the City must commence the process of adopting the Policy no later than May 1, 2022; and

WHEREAS, in accordance with AB 481, the proposed Policy was made available on the website of the Winters Police Department ("Police Department") at least thirty days prior to the public hearing by the City Council to adopt the Policy; and

WHEREAS, once adopted, the Policy will be made publicly available on the Police Department's website for as long as the covered military equipment is available for use; and

WHEREAS, in accordance with AB 481, the Policy is being considered as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act; and

WHEREAS, this Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that will be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued approval.

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

SECTION 1. Recitals. The City Council hereby finds that all of the foregoing recitals are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

SECTION 2. Findings. Pursuant to Government Code section 7071(d)(1), as may be amended or renumbered from time to time, the City Council hereby makes the following findings in support of its adoption of the Policy:

A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If the Police Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3. Military Equipment Use Policy Adopted. In light of the findings in Section 2, and in accordance with AB 481, the Policy attached to this Ordinance as Exhibit "A" is hereby adopted by the City Council.

SECTION 4. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. Severability. Each of the provisions of this Ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective thirty (30) days after its adoption.

SECTION 7. Publication. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in a newspaper in the manner required by law.

INTRODUCED at a Regular Meeting of the City Council of the City of Winters, California, on the 19th day of April 2022, and thereafter **ADOPTED** at a Regular Meeting of the City Council held on this _____, 2022, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

_____

Wade Cowan, Mayor

ATTEST:

_____

Kathleen Trepa, City Clerk

Exhibit “A”

Military Equipment Use Policy

[Attached behind this page]

EXHIBIT "A"

Winters Police Department "Military Equipment" List

1. California Government Code §7070 (c) (10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

    a. Description, quantity, capabilities, and purchase cost
        i. Rifle, Colt, Sporter M4 Carbine, 5.56×45mm NATO caliber; Quantity: 14; Capabilities: a rifle allows a trained officer greater accuracy than a handgun especially at long distances. Rifles are firearms that are fired from shoulder level having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance; Cost: $1500.00.
        ii. Ammunition, Winchester Ranger, .223 Remington caliber, 55 grain, Pointed Soft Point; Quantity: 40 cases of 200 rounds, each; Capabilities: when fired from a rifle, the projectile has greater accuracy than a projectile fired from a handgun especially at long distance; Cost: $600 per 1000 rounds.

    b. Purpose
        i. To be used as precision weapons to address a threat with greater accuracy and/or at greater distances than a handgun, if present and feasible.

    c. Authorized Use
        i. Only officers that have received California P.O.S.T. certified training are authorized to use a rifle.

    d. Lifespan
        i. Rifle, Colt, Sporter M4 Carbine, 5.56×45mm NATO caliber – 15 years.
        ii. Winchester Ranger, .223 Remington caliber, 55 grain, Pointed Soft Point – no expiration.

    e. Fiscal Impact
        i. Rifle, Colt, Sporter M4 Carbine, 5.56×45mm NATO caliber – $50.00 (cleaning and maintenance).
        ii. Winchester Ranger, .223 Remington caliber, 55 grain, Pointed Soft Point – $6000 every two years.

    f. Training
        i. Prior to using a rifle, officers must receive California P.O.S.T. certified training in the operation of the rifle. Additionally, all officers that operate

any rifle are required to pass department range qualification held quarterly.

g. Legal and Procedural Rules
    i. Use is established under Winters Police department Policy 311 "Firearms." It is the policy of the Winters Police Department to utilize rifles only for official law enforcement purposes and pursuant to State and Federal law regarding the use of force.

h. Other Notes:
    i. These rifles are "standard issue service weapons" for Winters Police Department officers and, therefore, exempted from Military Equipment Use Policy per California Government Code §7070 (c)(10). They have been included in this document in the interest of transparency.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:April 19, 2022

FROM: Kathleen Salguero Trepa, City Manager

SUBJECT: Sports Wagering Ballot Initiatives

RECOMMENDATION:
Consider attached information and provide direction to staff.

BACKGROUND:
At the March 1 City Council meeting, the Mayor indicated he received a request by the Yoche Dehe Wintun Nation regarding several proposed ballot initiatives related to sports wagering, and requested that staff agendize a discussion item on a future agenda. Councilmember Loren concurred, although a third Councilmember did not indicate support. Consistent with Council adopted norms which require the concurrence of three councilmembers to agendize an item, at the April 5 Council meeting, Councilmember Loren requested if another councilmember would support placing this item on the agenda for Council discussion. Mayor Cowan and Councilmember Neu concurred.

DISCUSSION:
Staff has attached information listed on the State Attorney General's website relating to four ballot initiatives regarding sports and other types of gambling that have been submitted to the State.

Because this is not a matter of local concern, staff has not evaluated any of the propositions. The League of California Cities (Cal Cities) has not adopted a position on any of these initiatives.
If Council wishes, it may adopt a position by motion or direct that a resolution be prepared for consideration at a future meeting. Councilmembers may also decide to individually indicate their support for any particular ballot initiative rather than taking a position as a body.

FISCAL IMPACT:
There is no direct fiscal impact associated with this item.

ATTACHMENTS:
1. Ballot Initiative 21-0039 Information
2. Ballot Initiative 21-0017 Information
3. Ballot Initiative 21-0009 Information
4. Ballot Initiative 21-0029 Information

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

ALLOWS IN-PERSON AND ONLINE SPORTS WAGERING AND OTHER NEW TYPES OF GAMBLING. INITIATIVE CONSTITUTIONAL AMENDMENT AND STATUTE. Legalizes in-person sports wagering, roulette, and dice games on tribal lands, and online sports wagering statewide, if operated by federally recognized Indian tribes under (1) compacts approved by Legislature, (2) the model compact approved by this measure, or (3) laws enacted by this measure and state regulations approved by tribal representatives. Sports wagering limited to persons 21 and older. Directs 15% of sports-wagering profits to nonparticipating tribes and 10% first to regulatory costs and then to homelessness/mental-health programs. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Increased state revenues that could range from the tens of millions of dollars to the mid-hundreds of millions of dollars annually, depending on how the measure is implemented and legally interpreted. Some portion of these revenues would reflect a shift from other existing state and local revenues. Increased state regulatory costs, potentially in the low- to mid-tens of millions of dollars annually. Some or all of these costs would be offset by the increased revenue or reimbursements to the state.** (21-0039A1.)

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

ALLOWS ONLINE AND MOBILE SPORTS WAGERING. INITIATIVE CONSTITUTIONAL AMENDMENT AND STATUTE. Legalizes online and mobile sports wagering, which currently is prohibited, for persons 21 years and older. Such wagering may be offered only by federally recognized Indian tribes and eligible businesses that contract with them. Individuals placing bets must be in California and not located on Indian lands. Imposes 10% tax on sports-wagering revenues and licensing fees. Directs tax and licensing revenues first to regulatory costs, then remainder to: 85% to homelessness programs; 15% to nonparticipating tribes. Specifies licensing, regulatory, consumer-protection, and betting-integrity standards for sports wagering. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Increased state revenues, potentially reaching the mid-hundreds of millions of dollars annually, from online sports wagering-related taxes, licensing fees, and penalties. Some portion of these revenues would reflect a shift from other existing state and local revenues. Increased state regulatory costs, potentially reaching the mid-tens of millions of dollars annually, that would be fully or partially offset by the increased revenues.** (21-0017A1.)

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

ALLOWS NEW TYPES OF GAMBLING, INCLUDING SPORTS WAGERING.

INITIATIVE CONSTITUTIONAL AMENDMENT. Allows licensed gambling establishments, such as card rooms, to conduct additional games that are played with cards or tiles. Legalizes in-person, online, and mobile sports wagering, which currently is prohibited, for persons 21 years or older. Imposes 15% tax and other fees on sports-wagering revenues; directs revenues first to enforcement and problem-gambling programs, and any remaining funds to public education, homelessness, affordable housing, and mental health programs. Prohibits marketing of sports wagering to persons under 21. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Increased state revenues, potentially reaching the mid-hundreds of millions of dollars annually, from sports wagering taxes and payments (such as licensing fees). Some portion of these revenues would reflect a shift from other existing state and local revenues. Increased state regulatory costs, potentially reaching the high tens of millions of dollars annually, that would be fully or partially offset by the increased revenue or payments required by gaming agreements between tribes and the state.** (21-0009A1.)

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

AUTHORIZES NEW TYPES OF GAMBLING. INITIATIVE CONSTITUTIONAL AND STATUTORY AMENDMENT. Allows federally recognized Native American tribes to operate roulette, dice games, and sports wagering on tribal lands, subject to compacts negotiated by the Governor and ratified by the Legislature. Beginning in 2022, allows on-site sports wagering at only privately operated horse-racing tracks in four specified counties for persons 21 years or older. Imposes 10% tax on sports-wagering profits at horse-racing tracks; directs portion of revenues to enforcement and problem-gambling programs. Prohibits marketing of sports wagering to persons under 21. Authorizes private lawsuits to enforce other gambling laws. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Increased state revenues, potentially reaching the tens of millions of dollars annually, from payments made by facilities offering sports wagering and new civil penalties authorized by this measure. Some portion of these revenues would reflect a shift from other existing state and local revenues. Increased state regulatory costs, potentially reaching the low tens of millions of dollars annually. Some or all of these costs would be offset by the increased revenue or reimbursements to the state. Increased state enforcement costs, not likely to exceed several million dollars annually, related to a new civil enforcement tool for enforcing certain gaming laws.** (19-0029A1.)