AMMENDED AGENDA AS OF NOVEMBER 14, 2022. PLEASE SEE BELOW HIGHLIGHTS FOR AMMENDMENTS

Winters Regular Council Meeting

Tuesday, November 15, 2022 @ 6:30 PM
AGENDA

Members of the City Council

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

Meeting Information
https://us02web.zoom.us/j/87456623496?pwd=K0g1SE5TVUFaYTFQSUVMM01DZS9wdz09
Meeting ID: 874 5662 3496
Passcode: 053836
or in person at City Hall located at 318 1st St., Winters, CA 95694.

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.

Report out from Closed Session

1. ROLL CALL

2. PLEDGE OF ALLIEGENCE

AMMENDED AGENDA AS OF NOVEMBER 14, 2022. PLEASE SEE BELOW HIGHLIGHTS FOR AMMENDMENTS

3. APPROVAL OF THE AGENDA

4. COUNCIL/STAFF COMMENTS

5. PUBLIC COMMENTS

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

6. CONSENT CALENDAR

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

A. Minutes from the Regular Meeting of the Winters City Council on November 1, 2022 20221101_Minutes

B. Resolution No. 2022-95 Renewing Authorization and Making Findings and Determinations Under AB 361 for Continued Virtual Meetings.

Staff_Report_Renewal_AB361
Resolution2022_95

C. Special Meeting for December 13, 2022 for Council Reorganization Staff_Report_Special_Meeting_Dec_13

D. Resolution No. 2022-93 Approving a General Services Agreement with National Aquatic Services to Replace the Pool Heater at Bobbie Greenwood Aquatic Center. CEQA: Exempt from the California Environmental Quality Act pursuant to Section 15302(c) of the CEQA Guidelines.

Staff_Report_Pool_Heater
Att1_Resolution2022_93
Att2_General_Services_Agreement
Att3_Pool_Heater_Quotes

7. PRESENTATIONS

8. DISCUSSION ITEMS

A. Requested $5,000 Contribution to Support the Countywide Roadmap to the Future for Yolo County Children and Youth

StaffReport_CountyRoadMaptotheFuture
ResolutionNo2022-97_CountyRoadMaptotheFuture
Att2_City of Winters Roadmap Presentation
Att3_OverviewofOutcomesandTimeline

B. Holiday Weekend Road Closures - December 2 - 3, 2022
StaffReport_HolidayWeekendStreetClosures
Att1_FridayStreetClosureMap Att2_SaturdayStreetClosureMap
Att3_TractorParadeEstimatedBudget

C. Resolution 2022-94 Approving the Neighborworks Tentative Subdivision Map Time Extension

CEQA: Exempt from the California Environmental Quality Act pursuant to Section 15332 and 15061(b)(3) of the CEQA Guidelines.

Staff_Report_Neighborworks_Tentative_Subdivision_Map_Extension
Att_1_Resolution_2022_94
Att_2_Neighborworks_TM
Att_3_PC_Staff_Report

D. Resolution No. 2022-96 Approving a Contract Recreation Agreement with National Academy of Athletics to Coordinate a Winter Basketball League and Authorize the City Manager to Execute the Agreement
CEQA: This action does not constitute a “project” as defined by CEQA Guidelines Section 15378.
Staff_Report_Basketball_League_Agreement_with_NNA
Att1_Resolution2022_96
Att2_NNA_Agreement

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

AMMENDED AGENDA AS OF NOVEMBER 14, 2022. PLEASE SEE BELOW HIGHLIGHTS FOR AMMENDMENTS

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/.

Minutes of the Regular Meeting of the Winters City Council
Tuesday, November 1, 2022 @ 6:30 PM

Members of the City Council
Wade Cowan, Mayor
Bill Biasi, Mayor Pro-Tempore
Harold Anderson
Jesse Loren
Pierre Neu

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1. ROLL CALL
   Present: Councilmember Loren, Anderson, Neu, Mayor Pro Tem Biasi, Mayor Cowan

2. PLEDGE OF ALLIEGENCE
   Led by Interim Fire Chief Schechla

3. APPROVAL OF THE AGENDA
   Motion by Councilmember Neu, seconded by Councilmember Loren to approve the agenda. Motion carried with the following roll call vote:

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

4. COUNCIL/STAFF COMMENTS
   Councilmembers provided comment on recent participations in community and organizational events/meetings.

5. PUBLIC COMMENTS

6. CONSENT CALENDAR

A. Resolution No. 2022-92 Renewing Authorization and Making Findings and Determinations Under AB 361 for Continued Virtual Meetings.
   Staff_Report_Renewal_AB361
   Resolution2022_92

B. Minutes from the Regular Meeting of the Winters City Council from October 18, 2022
   20221018Minutes

C. Resolution No. 2022-90 Approving a Second Amendment to a Construction Contract with Ample Electric, Inc. for the First Street Electric Vehicle Charging Station Project increasing the amount by $24,312
Staff_Report_Contract_Amendments_Ample_Pedestal
Att1_Resolution2022_90
Att2_2nd_Ammend_CC_Ample
Att3_Ample_Proposal
Att4_Cost_Breakdown

D. General Services Agreement with House Industries, Inc. for Repairing Two Aerators
Staff_Report_Aerator_Repairs_Contract
Att1_Resolution_2022_91 Att2_Aerator_Quote

E. Amended Classification of Community Services Officer I/II
Staff_Report_Amended_CSO_Classification
CSO_I_II_Classification

F. Update on Reallocation of OES Public Safety Power Shut Off Grants totaling $180,000
Staff_Report_Grant_Reallocation
Grant_Reallocation_Spreadsheet

City Manager Trepa provided an overview of the Consent Calendar.

Motion by Councilmember Loren, seconded by Councilmember Neu to approve the Consent Calendar. Motion carried with the following roll call vote:

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

7. PRESENTATIONS

A. Apartment Fire Presentation
Police Chief Miller and Interim Fire Chief Schechla presented the council with information on the recent apartment fire in town. Chief Miller showed a redacted body cam video of the Police Department's initial response.
- Kate Laddish expressed gratitude to responding team and other agencies for their rapid response.

B. Introduction of Winters Public Safety Trauma and Grief Support (TAGS) members

Police Chief Miller introduced the new members of the Winters Public Safety Trauma and Grief Support team to the Council.

C. Climate Action Commission Workplan Presentation
WCAC_Workplan
Climate Action Commission Chair Ken Britten presented the Commissions workplan to the Council.

8. DISCUSSION ITEMS

A. Ordinance No. 2022-10 Adopting by Reference Chapter 15 of Title 6 of the Yolo County Code Relating to Tobacco Retailer Permits to Prohibit the Sale of Flavored Tobacco Products
Staff_Report_Flavored_Tobacco_Ordinance
Ordinance2022_10

Item was introduced by City Manager Trepa.

- Kate Laddish expressed support for the ban and appreciated staff bringing the item back for council's consideration

Motion by Councilmember Loren to introduce and waive the first reading of Ordinance No. 2022-10 amending Section 8.32.010 of the Winters Municipal Code adopting by reference Chapter 15 of Title 6 of the Yolo County Code relating to Tobacco Retail Permits and to set a public hearing for December 6, 2022 on this matter, seconded by Mayor Pro Tem Biasi. Motion carried with the following roll call vote:

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

9. CITY MANAGER REPORT
None

10. INFORMATION ONLY

11. ADJOURNMENT
Meeting adjourned at 7:24pm in honor of Dave Mills.

_____
Wade Cowan, Mayor

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: November 15, 2022

FROM: Kathleen Salguero Trepa, City Manager

SUBJECT: Resolution No. 2022-95 Renewing Authorization and Making Findings and Determinations Under AB 361 for Continued Virtual Meetings.

RECOMMENDATION:
Adopt Resolution No. 2022-95 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 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 as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. The approval of Resolution No. 2022-95 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). AB 361 requires the Council to renew this authorization 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. If hybrid meetings are offered, whereby people may attend in person, AB 361 still applies, and the meetings will be conducted consistent with those protocols.

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:
Resolution 2022-95

RESOLUTION NO. 2022-95

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, the City Council finds that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attends; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public until such risks subside; 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); and

WHEREAS, pursuant to AB 361, the City Council will review the findings required to be made at least every 30 days.

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.

3. This Resolution does not prevent or prohibit the City Council or any commission, committee or other legislative body of the City from holding hybrid meetings (containing both virtual and in-person components) or from meeting in-person, provided such meetings comply with AB 361 and with all state and local health orders. Commissions, committees and other legislative bodies shall comply with all rules established by the City Council and/or City Manager for attendance at meetings.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Winters held on November 15, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Wade Cowan, Mayor

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:November 15, 2022

FROM: Kathleen Salguero Trepa

SUBJECT: Special Meeting for December 13, 2022, for Council Reorganization

RECOMMENDATION:
By motion, approve the cancellation of the regular Council meeting of December 20 and schedule a special meeting for December 13, 2022, to seat the new Council.

BACKGROUND:
The general election was held on November 8, 2022. The Yolo County elections office has 30 days to certify the election. It is possible the election results would be ready for certification by December 1st for the December 6 meeting; however, for agenda planning purposes, the December 6 Council meeting already has a number of business items tentatively scheduled. The next regularly scheduled Council meeting is December 20.

DISCUSSION:
To plan for the reorganization of the City Council, staff recommends that the new Council be seated at a special meeting on December 13, and that the regular meeting of December 20 be cancelled.

For the December 13 meeting, staff anticipates providing time to recognize the outgoing Councilmembers, and then seat the new Councilmembers. The new Council will select the mayor and mayor pro tem. The only other business item will be establishing the Council calendar for 2023, and then the meeting would adjourn to enjoy cake and punch in the large conference.

FISCAL IMPACT:
None.

SEE HIGHLIGHTS FOR AMMENDMENTS. UPDATED NOVEMBER 14, 2022

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: November 15, 2022

FROM: Eric Lucero, Public Works Superintendent

THROUGH: Kathleen Salguero Trepa, City Manager

SUBJECT: Resolution No. 2022-93 approving a General Services Agreement with National Aquatic Services, Inc. to install a new pool heater at the Bobbie Greenwood Aquatic Center in the total not to exceed amount of $68,100 and appropriating American Rescue Plan funding to cover the cost.

RECOMMENDATION:

Adopt Resolution No. 2022-93:

1. Approving a General Services Agreement with National Aquatic Services, Inc. to install a new Raypak XTherm energy efficient heater at the pool in the total not to exceed amount of $68,100; and
2. Authorizing the City Manager to execute the agreement; and
3. Authorizing the City Manager to approve change orders not to exceed approximately 10% or $6,800; and
4. Appropriating $74,900 from Fund 374 – American Rescue Plan Funding.

BACKGROUND:

In December 2021, the City decided to rebuild the pool heater with the hopes of prolonging the functioning life of the heater for a few years. Rebuilding the heater would allow the City and the Winters Joint Unified School District time to plan for the replacement of the existing unit with a new more energy efficient, reliable system. Unfortunately, one repair led to another and while repair costs increased, the heater continued to fail and has proven to be unreliable, which has persuaded staff to evaluate replacing the old system with a new one.

DISCUSSION:

The City has received three quotes from three different companies to replace the pool

heater with a new energy efficient unit (Attachment 3). The Bobbie Greenwood Aquatic Center is a shared facility between the City and Winters Joint Unified School District (WJUSD). The cost share for facility repair and maintenance is 50%. City staff has met with WJUSD staff to review the energy efficient options and costs to replace the heater; and staff at both agencies have agreed to recommend National Aquatic Services, Inc. (NAS) as the contractor to replace the old Pentair Powermax model with a new Raypak XTherm model.

Along with having a new pool heating system, which will be reliable for all users of the pool, the Raypak XTherm has a 97% energy efficiency level as opposed to replacing the current heater with the same model, a Pentair Powermax, which has an efficiency rating of 85%. The Raypak unit will utilize less energy and save utility costs over time.

The attached resolution approves the purchase of the new equipment, authorizes the City Manager to execute the agreement, and authorizes her to approve change orders up to approximately 10% or not to exceed $6,800.

The resolution also authorizes an appropriation of $74,900 out of Fund 374 – American Rescue Plan Funding – to cover the cost of the repairs. The heater replacement was unanticipated and not included in the budget. There is no General Fund capacity to cover this cost, nor is there sufficient Parks & Recreation Capital (Fund 424) funding available as the Capital Improvement Plan has already identified other projects for funding (Community Center Rehabilitation and a partial contribution to new restrooms at Three Oaks Park).

In addition to the pool heater, several other smaller to major repairs are necessary at the pool in the next year or two. These costs have been discussed with the school district staff and are subject to the 50/50 cost share. Any items over $20,000 will be brought before the City Council for authorization at the time that staff is ready to proceed. The only funding source for these items is American Rescue Plan funding.

Item	Estimated Cost
Tile repairs and drain covers replaced	$ 2,800
Replacement pool covers	$ 11,100
Replacement chemical controller	$ 22,500
Replacement control board / interface on the chemical controller	$ 2,800
Replacement pressure pump	$ 1,300
Replaster the pool	$ 100,000
New Automatic pool vacuum (rather than manual cleaning)	$ 5,500
TOTAL	**$ 146,000**

ENVIRONMENTAL ANALYSIS:

Replacement of the pool heater is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302(c) (Class 2). Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including replacement or

reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. The existing pool heater will be replaced with a more energy efficient heater within the same footprint of the existing heater and will not result in an expansion of capacity.

FISCAL IMPACT:

The cost to replace the old Pentair Powermax with a new Raypak XTherm is $68,100, which can be funded with American Rescue Plan funding as noted above. (Expenditure Account: 347-57814-730). With 10% contingency of $6,800, a total of $74,900 is available in Fund 347.

ATTACHMENTS (*All attachments have been amended to reflect the above changes*):

1. Resolution No. 2022-93
2. General Services Agreement
3. Pool Heater Quotes

RESOLUTION NO. 2022-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A GENERAL SERVICES AGREEMENT WITH NATIONAL AQUATIC SERVICES TO REPLACE THE POOL HEATER AT THE BOBBIE GREENWOOD AQUATIC CENTER IN THE NOT TO EXCEED AMOUNT OF $67,700, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS NOT TO EXCEED $6,800 AND APPROPRIATING $74,500 FROM FUND 374 – AMERICAN RESCUE PLAN FUNDING

WHEREAS, the City of Winters Public Works Staff has been maintaining theBobbie Greenwood Pool since 2014; and

WHEREAS, the heater for the pool started failing last fall with staff bringing in outside venders to make minor repairs; and

WHEREAS, in December of 2021 the City and the Winters Joint Unified School District decided to rebuild the heater to extend its life by several years; and

WHEREAS, a contractor was hired to make the necessary repairs to rebuild the existing heater, which still did not result in reliable operation of the heater, and other issues were identified; and

WHEREAS, the City and the Winters Joint Unified School District staff recommend that the heater be replaced during the 2022-23 winter season to avoid any more disruption to the pool users; and

WHEREAS, the City has received three quotes from different vendors to replace the existing Pentair Powermax heater with a higher efficiency Raypak XTherm heater; and

WERREAS, National Aquatics Services had the lowest proposal of approximately $67,700 and the shortest lead time of 1 week.

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

1. approve the General Services Agreement with National Aquatics Services in the not to exceed amount of $68,100
2. authorize the City Manager to execute the Agreement,
3. authorize the City Manager to approve change orders up to $6,800, and
4. approve the appropriation of $74,900 from Fund 374 – American Rescue Plan Funding – to cover the cost of the new equipment.

PASSED AND ADOPTED this 15th day of November 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

Wade Cowan, Mayor

ATTEST:

Kathleen Salguero Trepa, City Clerk

CITY OF WINTERS
GENERAL SEVICES AGREEMENT
FOR REPLACING THE POOL
HEATER AT BOBBIE GREENWOOD
POOL

1. PARTIES AND DATE.

This Agreement for **Pool Heater Replacement** ("Agreement") is made and entered into this 16th day of November, 2022, by and between the **City of Winters,** a California municipal corporation, with its principal place of business at 318 1st St., Winters, CA 95694 ("City") and **National Aquatics Services, Inc.,** a corporation, with its principal place of business at 9030 Brentwood Blvd Suite F, Brentwood, CA 94513 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **pool heater replacement** required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **heater replacement** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for **Pool Heater Replacement** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.12 Term. The term of this Agreement shall be from the date first specified above to **November 16, 2023**, unless earlier terminated as provided herein ("Term"). Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Performance of Services. Contractor shall perform the Services expeditiously, within the Term. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor bas represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: **Sean Senior.**

3.2.5 City's Representative. City hereby designates **Eric Lucero, Public Works Superintendent,** or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates **Sean Senior** or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's

Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

· 3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform anyof the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents, free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

(a) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors.

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

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(i) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000 per occurrence. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

(ii) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of insurance Services Office Form CA 0001 covering "Any Auto" (Symbol I) with minimum limits of $1,000,000 each accident

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(iv) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of $5 million per loss and $10 million total all losses. Non- owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement

(c) Endorsements.

(i) The policy or policies of insurance required by Section 3.2.10(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance and (iv) Contractor's Pollution Liability shall be endorsed to provide the following:

(I) Additional Insured: City, its officials, officers, employees and agents· shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

(2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance.

(3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

(4) Cancellation: The policy shall not be canceled, or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non--payment pf premium.

(5) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.

(6) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officials, officers, employees and agents.

(7) Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(ii) The policy or policies of insurance required by Section 3.2.10(b) (iii) Workers' Compensation shall be endorsed, as follows:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.

(2) Cancellation: The policy shall not be canceled, or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non--payment of premium.

(d) Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the City, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(e) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

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

(h) Insurance for Subcontractors. Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding City as an Additional Insured to the subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forthin Exhibit "A". The total compensation shall not exceed **Sixty-Eight Thousand, Forty-Two Dollars ($68,042)** without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

(a) Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage

0.

Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs; penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

3.4 Accounting Records.

3.4.l Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.I Termination of Agreement.

(a) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: National Aquatics Services, Inc.
9030 Brentwood Blvd Suite F
Brentwood CA,
94513
Attn: Sean Senior

City: City of Winters
318 1st St.
Winters, CA 95694
Attn: Kathleen S. Trepa, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation: Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.

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

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not

workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making· of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self--insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.25 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR AGREEMENT
FOR POOL HEATER REPLACEMENT PROJECT

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **16th day of November, 2022**.

CITY OF WINTERS

Kathleen Salguero Trepa
City Manager

Date

Approved as to form:

Ethan Walsh, City Attorney

Date

Attest:

Kathleen Salguero Trepa, City Clerk

Date

National Aquatics Services, Inc.

Sean Senior

Date

Signature

Company Name

Title

Date

Winters Business License No./Exp. Date:

National Aquatic Services, Inc. PO Box 2168
Brentwood, CA 94513

Customer

Job Site

Sales Quote

Sales Quote # SQ-4909
Sales Quote Date: 11/9/2022

Winters, City of 318 1st Street
Winters, CA 95694

Bobbie Greenwood Comm Swim Ctr 708 Railroad Avenue
Winters, CA 95694

Description	Quantity	Price	Extension
HEATER INSTALLATION Installation of a Raypak Xtherm P1505A heater. This quote is for installation labor (Prevailing Wage) and installation materials. Please advise if you would like us to submit for an Airboard Permit and we can provide a quote for the costs, if needed. - Disconnect gas line, venting, electrical, and plumbing - Remove existing heater - Place new heater in existing location - Install new 2-1/2" in and out plumbing from the heater to the loop above, this includes new isolation valves - Replumb the 2-1/2" loop to be all one level with no upward loops - Tie into existing electrical - Install new gas line and tie into existing - Install new SCH40 venting	1	19,875.00	19,875.00

- Start up heater - Provide training			
Raypak XTherm P1505A 1500K NG IID 97% EE Low Nox Heater (1.5 Million)	1	43,534.85	43,534.85T
Disposal Fee	1	500.00	500.00
Estimated Freight In	1	975.00	975.00
Sales Tax		3,156.28	3,156.28

Name: Signature: Date: **Quote Total** $68,041.13

Quote is valid for fifteen days. Unless line itemed in this quote, permits and fees are the responsibility of the owner and can be facililated by NAS on a time and materials basis.

Check or money order. Credit card accepted with a 3% fee by arrangment. Phone (925) 513-9025 E-mail: Estimator@naspools.com Web Site: NASPools.com

National Aquatic Services, Inc.
PO Box 2168
Brentwood, CA 94513

Sales Quote

Sales Quote # SQ-4909
Sales Quote Date: 11/9/2022

Customer

Winters, City of
318 1st Street
Winters, CA 95694

Job Site

Bobbie Greenwood Comm Swim Ctr
708 Railroad Avenue
Winters, CA 95694

Description	Quantity	Price	Extension
HEATER INSTALLATION Installation of a Raypak Xtherm P1505A heater. This quote is for installation labor (Prevailing Wage) and installation materials. Please advise if you would like us to submit for an Airboard Permit and we can provide a quote for the costs, if needed. - Disconnect gas line, venting, electrical, and plumbing - Remove existing heater - Place new heater in existing location - Install new 2-1/2" in and out plumbing from the heater to the loop above, this includes new isolation valves - Replumb the 2-1/2" loop to be all one level with no upward loops - Tie into existing electrical - Install new gas line and tie into existing - Install new SCH40 venting - Start up heater - Provide training	1	19,875.00	19,875.00
Raypak XTherm P1505A 1500K NG IID 97% EE Low Nox Heater (1.5 Million)	1	43,534.85	43,534.85T
Disposal Fee	1	500.00	500.00
Estimated Freight In	1	975.00	975.00
Sales Tax		3,156.28	3,156.28

Name: Signature: Date:

Quote Total $68,041.13

Quote is valid for fifteen days. Unless line itemed in this quote, permits and fees are the responsibility of the owner and can be facililated by NAS on a time and materials basis.

Check or money order. Credit card accepted with a 3% fee by arrangment. Phone (925) 513-9025 E-mail: Estimator@naspools.com Web Site: NASPools.com

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:November 15, 2022

FROM: Kathleen Salguero Trepa, City Manager

SUBJECT: Requested $5,000 Contribution to Support the Countywide Roadmap to the Future for Yolo County Children and Youth

RECOMMENDATION:

1. Receive the presentation by the Yolo County Office of Education representatives; and
2. Consider Resolution No. 2022-97 approving an allocation of $5,000 in American Rescue Plan Funding to support the Countywide Roadmap to the Future for Yolo County Children and Youth

BACKGROUND:

At the September 16, 2022, regional managers breakfast, the City Manager received a request from the Yolo County Office of Education to contribute funding in support of a regional needs assessment, called the Roadmap to the Future for Yolo County Youth and Children. Information regarding this effort is available online at https://www.ycoe.org/roadmap#:~:text=The%20roadmap%20will%20provide%20asset,to%20enhance%20youth%20development%20countywide and will be presented by the County Office of Education at the Council meeting.

Since this project has not been presented to the City Council and funding has not been incorporated into the budget, staff has requested that the item go before the City Council for discussion.

DISCUSSION:

The Office of Education is seeking a $5,000 contribution from the City of Winters to fund this regional project. The total cost of the study is $450,000, 60% of which will be funded

by Yolo County and Yolo County Office of Education. Yolo County has earmarked the remaining $275,000 in project costs for funding by local jurisdictions.

Resolution No. 2022-97 has been submitted by the County Office of Education for Council consideration. Staff has inserted the requested $5,000 contribution prepared to appropriate $5,000 in American Rescue Plan funding (Fund 374) should the Council so desire.

Included in the resolution is a commitment to send elected and City of Winters leadership to represent Winters at community engagement sessions and to participate in this regional project. Since the majority of the Council will turn over following the recent election, staff recommends that this assignment be discussed at the January meeting when appointments are confirmed.

FISCAL IMPACT:

The $5,000 contribution could be funded by American Rescue Plan funding, of which there is sufficient fund balance. There is no General Fund budget available to fund this cost.

ATTACHMENT:

1. Resolution No. 2022-97
2. Presentation
3. Overview of Outcomes

Resolution 2022-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS SUPPORTING THE COUNTYWIDE ROADMAP TO THE FUTURE OF YOLO COUNTY CHILDREN AND YOUTH PROJECT AND APPROPRIATING $5,000 IN AMERICAN RESCUE PLAN FUNDING TO CONTRIBUTE TO THIS PROJECT

WHEREAS, the COVID-19 pandemic has demonstrated that we have a collective responsibility to our communities that can only be met by acknowledging our joint responsibility to leverage the federal, state, and local opportunities before us; and

WHEREAS, although we have had successful county collaborative efforts in the past, the American Rescue Plan and other anticipated one-time funding provides a unique, once-in-a-generation opportunity to invest in communities and build up our public health and economic infrastructure; and

WHEREAS, the COVID-19 pandemic has increased awareness around new and existing challenges faced by children, youth, and their families; and

WHEREAS, according to the California Department of Finance, Yolo County is home to just under 30,000 students in K-12 schools and a little more than 13,600 children prenatal through 5; and

WHEREAS, according to the 2020 County Health Rankings, approximately 15% of all children prenatal-17 live in poverty, a rate that rises 28% for local Black children and 20% for Latina/o children; and

WHEREAS, poverty, structural inequities, and the disproportional impact of the pandemic creates toxic stress in babies in utero, and prenatal care is an essential preventative measure; and

WHEREAS, according to First 5 Yolo, during the COVID-19 pandemic, only 47% of pregnant women on Medi-Cal in Yolo County received on-time prenatal care, compared to 2018, when 84% of mothers on Medi-Cal received on-time prenatal care; and

WHEREAS, pediatric well-child visits dropped by an estimated 24% from pre-pandemic baselines, and childhood vaccinations dropped by more than 40% since the start of the pandemic; and

WHEREAS, we are observing the greatest COVID-related impacts in areas of mental health and well-being, and public health statistics indicate that in 2018, 22% of youth accessing Medi-Cal mental health services in Yolo County did so at a crisis level, according to the California Department of Health Care Services; and

WHEREAS, the 2020 California Healthy Kids Survey found that 28% of Yolo County high school juniors were harassed or bullied in the previous year, and nearly 36% experienced chronic sadness/hopelessness while at school; and

WHEREAS, with urgency, we need to plan a new focus on the physical, social, educational, cultural, organizational, economic, and physical needs of every child and youth in our county; and

WHEREAS, this endeavor is intended to serve children, youth and families from prenatal to adulthood to enhance well-being and resilience in our community; and

WHEREAS, to make this a reality, we must make a commitment to one another and our community to plan together, to dream together, to rebuild and re-engage together; and

WHEREAS, we have an unprecedented opportunity to develop a comprehensive and coordinated roadmap to the future for all children and youth in Yolo County; and

WHEREAS, Yolo County is one interconnected community and we understand that when one community thrives, we all thrive together; and

WHEREAS, Yolo leaders convened for three Children, Youth and Family Convenings – held from August 2021 to March 2022 – which served as initial phase of this project and helped develop the principles and shared priorities to guide the future work of this project; and

WHERAS, with the coordination of YCOE, Yolo County allocated funding from the American Rescue Plan in February 2022 to develop a comprehensive needs assessment entitled the ‘Roadmap to the Future for Yolo County Children and Youth’ – herein referred to as the ‘Roadmap’ – to effectively coordinate the services, supports and opportunities that children and youth need to thrive; and

WHERAS, the Roadmap will provide asset mapping, community engagement, and a feasibility analysis, based on existing community assets and conditions within Yolo County, to better understand and allocate supports and services that enhance youth development; and

WHERAS, the work of creating the Roadmap will include two phases, the first being asset mapping and the second being roadmap publication; and

WHERAS, after the completion of the first phase (asset mapping), the creation of a youth framework will be developed in the second phase to outline the key milestones in child and youth development in Yolo County; and

WHERAS, the Board of Supervisors has reserved $2.2 million or 40% of its American Rescue Plan funding in the children, youth and families category for ‘priority needs implementation’, to be identified after the completion of the Roadmap; and

WHEREAS, the Roadmap will be used to better understand community partnerships, and to ensure that proposed community programs add fresh possibilities to the community ecosystem; and

WHEREAS, the Roadmap will be used to promote balanced economic development to create positive opportunities for our youth to enjoy increased civic engagement, leadership development, and a healthy environment to work, live, and play in Yolo County; and

WHEREAS, data from the Roadmap will be publicly available and can be utilized by cities, agencies, jurisdiction, and non-profit organizations to inform decision-making, as well as to secure additional state or federal funding, or competitive grants; and

WHEREAS, research by Nobel Prize-winning economist James Heckman showed that for every $1 invested in quality early childhood programs can yield returns between $4 and $16; and

WHEREAS, this Roadmap should be transformative and leverage resources across the entire county and all sectors in such a way that prioritizes children, youth and families; and

WHEREAS, as evidenced by other cities and communities in California, when local educational and governmental agencies act in unison on a strategic agenda for children, youth and families, the community is greatly impacted and benefits from the partnership and collaboration; and

WHEREAS, it is only by working in a more intentional and collaborative way that the American Rescue Plan and other anticipated one-time funding will have a long-term, multi-generational impact in Yolo County;

THEREFORE, BE IT RESOLVED, that we the City of Winters support the 'Roadmap to the Future for Yolo County Children and Youth' and call on our elected colleagues on the Board of Supervisors, city councils, school boards, and the Yolo County Board of Education to join us in this effort as we work collaboratively with our leaders in youth advocacy, higher education, nonprofit and private sectors to develop a roadmap to the future for children and youth; and

THEREFORE, BE IT FURTHER RESOLVED, we commit to do the following:

- Send elected and City of Winters leadership to participate in the first round of community engagement sessions to review the initial Roadmap asset mapping and draft youth framework (January-February 2023);
- Send elected and City of Winters leadership to participate in the second round of community engagement sessions to finalize the draft asset map and report (March-April 2023);
- Promote opportunities for the public to engage and participate with the development of the Roadmap (May 2022-June 2023).
- Contribute funding in the amount of $5,000 to the Yolo County Office of Education for the Roadmap to cover costs associated with the project.

CITY OF WINTERS

_____

Wade Cowan, Mayor

ATTEST:

_____

Kathleen Salguero Trepa, City Clerk

ROADMAP TO THE FUTURE

FOR YOLO COUNTY CHILDREN AND YOUTH

Winters City Council Presentation

November 15, 2022



Imagine the Future

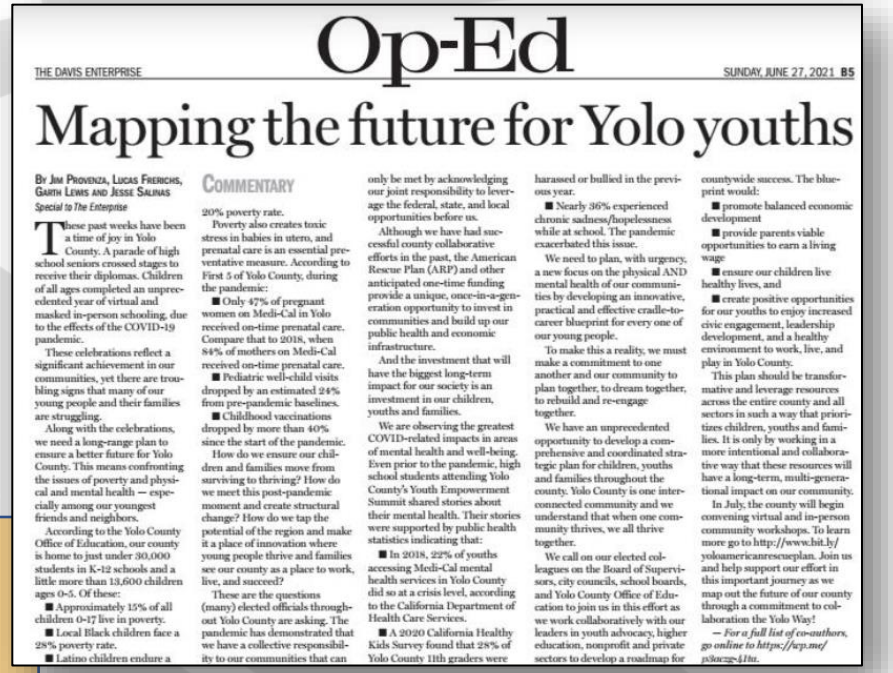
What if just by simply **being born in Yolo County** provided a child the advantage of better social determinants of health?

- Economic stability, neighborhood and physical environment, education, food, community and social context, health care systems

ROADMAP TO THE FUTURE FOR YOLO COUNTY CHILDREN AND YOUTH

Where It Started: Op-Ed

- In **July 2021**, 21 local Yolo leaders issued a guest commentary with a call to action to invest in children and youth with American Recue Plan funds. The op-ed was a catalyst for increased collaboration from all cities and jurisdictions.



THE DAVIS ENTERPRISE — Op-Ed — SUNDAY, JUNE 27, 2021 B5

Mapping the future for Yolo youths

By Jim Provenza, Lucas Frerichs, Garth Lewis and Jesse Salinas
Special to The Enterprise

COMMENTARY

These past weeks have been a time of joy in Yolo County. A parade of high school seniors crossed stages to receive their diplomas. Children of all ages completed an unprecedented year of virtual and masked in-person schooling, due to the effects of the COVID-19 pandemic.

These celebrations reflect a significant achievement in our communities, yet there are troubling signs that many of our young people and their families are struggling.

Along with the celebrations, we need a long-range plan to ensure a better future for Yolo County. This means confronting the issues of poverty and physical and mental health — especially among our youngest friends and neighbors.

According to the Yolo County Office of Education, our county is home to just under 30,000 students in K-12 schools and a little more than 13,600 children ages 0-5. Of these:

- Approximately 15% of all children 0-17 live in poverty.
- Local Black children face a 28% poverty rate.
- Latino children endure a 20% poverty rate.

Poverty also creates toxic stress in babies in utero, and prenatal care is an essential preventative measure. According to First 5 of Yolo County, during the pandemic:

- Only 47% of pregnant women on Medi-Cal in Yolo received on-time prenatal care. Compare that to 2018, when 84% of mothers on Medi-Cal received on-time prenatal care.
- Pediatric well-child visits dropped by an estimated 24% from pre-pandemic baselines.
- Childhood vaccinations dropped by more than 40% since the start of the pandemic.

How do we ensure our children and families move from surviving to thriving? How do we meet this post-pandemic moment and create structural change? How do we tap the potential of the region and make it a place of innovation where young people thrive and families see our county as a place to work, live, and succeed?

These are the questions (many) elected officials throughout Yolo County are asking. The pandemic has demonstrated that we have a collective responsibility to our communities that can only be met by acknowledging our joint responsibility to leverage the federal, state, and local opportunities before us.

Although we have had successful county collaborative efforts in the past, the American Rescue Plan (ARP) and other anticipated one-time funding provide a unique, once-in-a-generation opportunity to invest in communities and build up our public health and economic infrastructure.

And the investment that will have the biggest long-term impact for our society is an investment in our children, youths and families.

We are observing the greatest COVID-related impacts in areas of mental health and well-being. Even prior to the pandemic, high school students attending Yolo County's Youth Empowerment Summit shared stories about their mental health. Their stories were supported by public health statistics indicating that:

- In 2018, 22% of youths accessing Medi-Cal mental health services in Yolo County did so at a crisis level, according to the California Department of Health Care Services.
- A 2020 California Healthy Kids Survey found that 28% of Yolo County 11th graders were harassed or bullied in the previous year.
- Nearly 36% experienced chronic sadness/hopelessness while at school. The pandemic exacerbated this issue.

We need to plan, with urgency, a new focus on the physical AND mental health of our communities by developing an innovative, practical and effective cradle-to-career blueprint for every one of our young people.

To make this a reality, we must make a commitment to one another and our community to plan together, to dream together, to rebuild and re-engage together.

We have an unprecedented opportunity to develop a comprehensive and coordinated strategic plan for children, youths and families throughout the county. Yolo County is one interconnected community and we understand that when one community thrives, we all thrive together.

We call on our elected colleagues on the Board of Supervisors, city councils, school boards, and Yolo County Office of Education to join us in this effort as we work collaboratively with our leaders in youth advocacy, higher education, nonprofit and private sectors to develop a roadmap for countywide success. The blueprint would:

- promote balanced economic development
- provide parents viable opportunities to earn a living wage
- ensure our children live healthy lives, and
- create positive opportunities for our youths to enjoy increased civic engagement, leadership development, and a healthy environment to work, live, and play in Yolo County.

This plan should be transformative and leverage resources across the entire county and all sectors in such a way that prioritizes children, youths and families. It is only by working in a more intentional and collaborative way that these resources will have a long-term, multi-generational impact on our community.

In July, the county will begin convening virtual and in-person community workshops. To learn more go to http://www.bit.ly/yoloamericanrescueplan. Join us and help support our effort in this important journey as we map out the future of our county through a commitment to collaboration the Yolo Way!

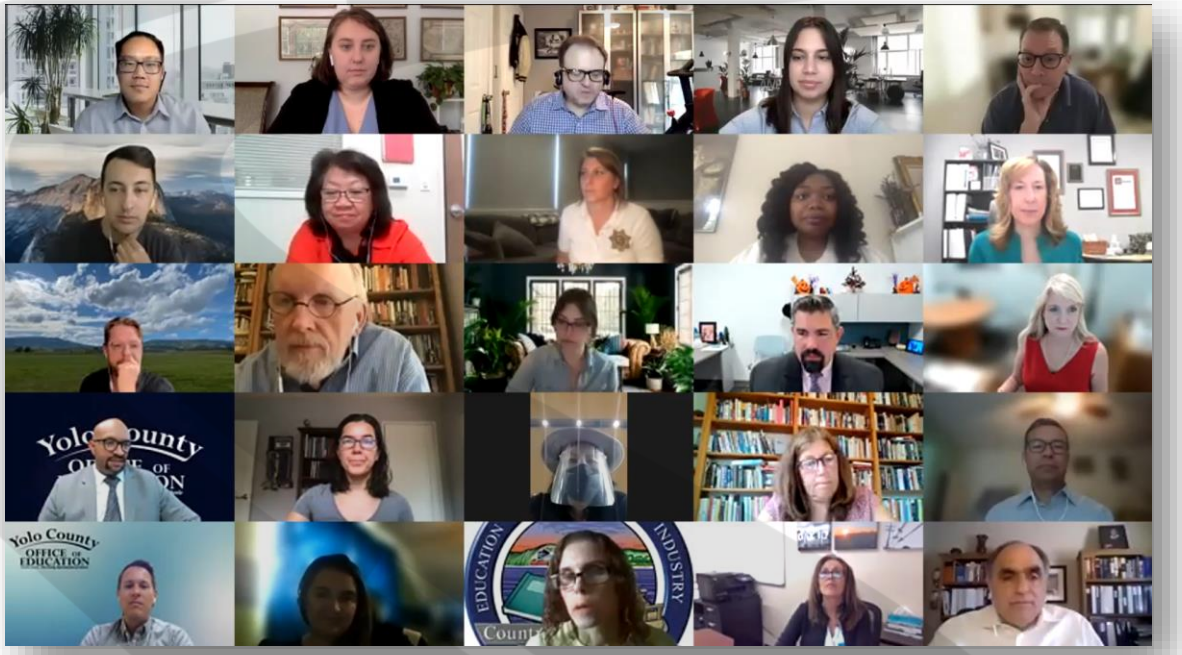
— For a full list of co-authors, go online to https://arp.me/p3ucg-41ta.

"Although we have had successful county collaborative efforts in the past, the American Rescue Plan and other anticipated one-time funding provide a unique, once-in-a-generation opportunity to invest in communities and build up our public health and economic infrastructure. And the investment that will have the biggest long-term impact for our society is an investment in our children, youth and families."



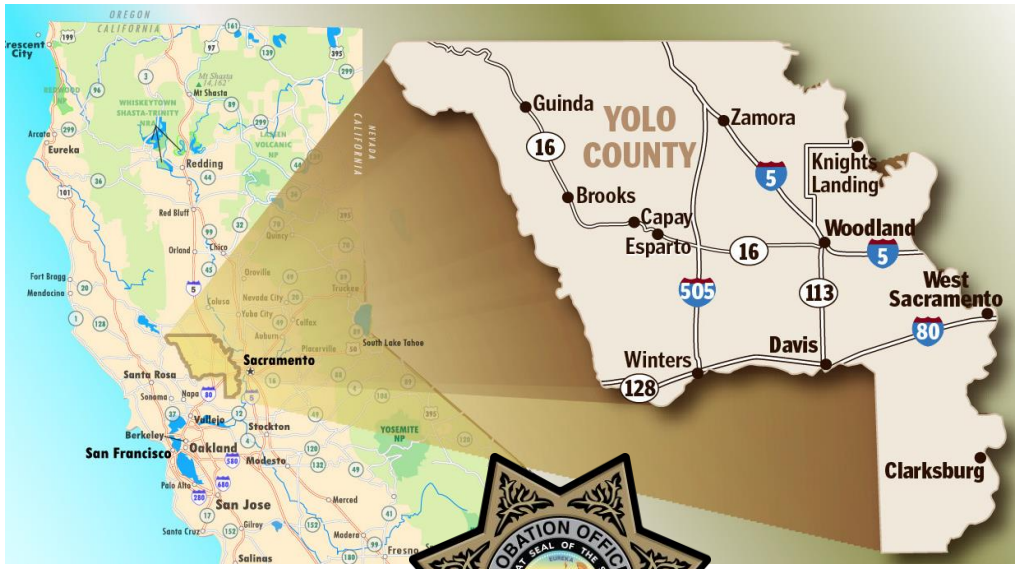
Child, Youth and Family Convenings

- Following the release of the op-ed, a group of Yolo leaders joined together to host **three virtual convenings**.
  - Jim Provenza, Yolo County Supervisor
  - Jesse Salinas, Yolo County Assessor, Clerk-Recorder, Elections
  - Garth Lewis, Yolo County Superintendent of Schools
  - Lucas Frerichs, Mayor of Davis
- These convenings served to develop the principles and shared priorities to guide future work of the project.



Councilmembers Wade Cowan and Jesse Loren were the representative from the City of Winters.

Partners in this Work



United Way California Capital Region

WASHINGTON UNIFIED SCHOOL DISTRICT WEST SACRAMENTO

DJUSD DAVIS JOINT UNIFIED SCHOOL DISTRICT

YoloWorks! Connecting Yolo Job Seekers to Yolo Jobs

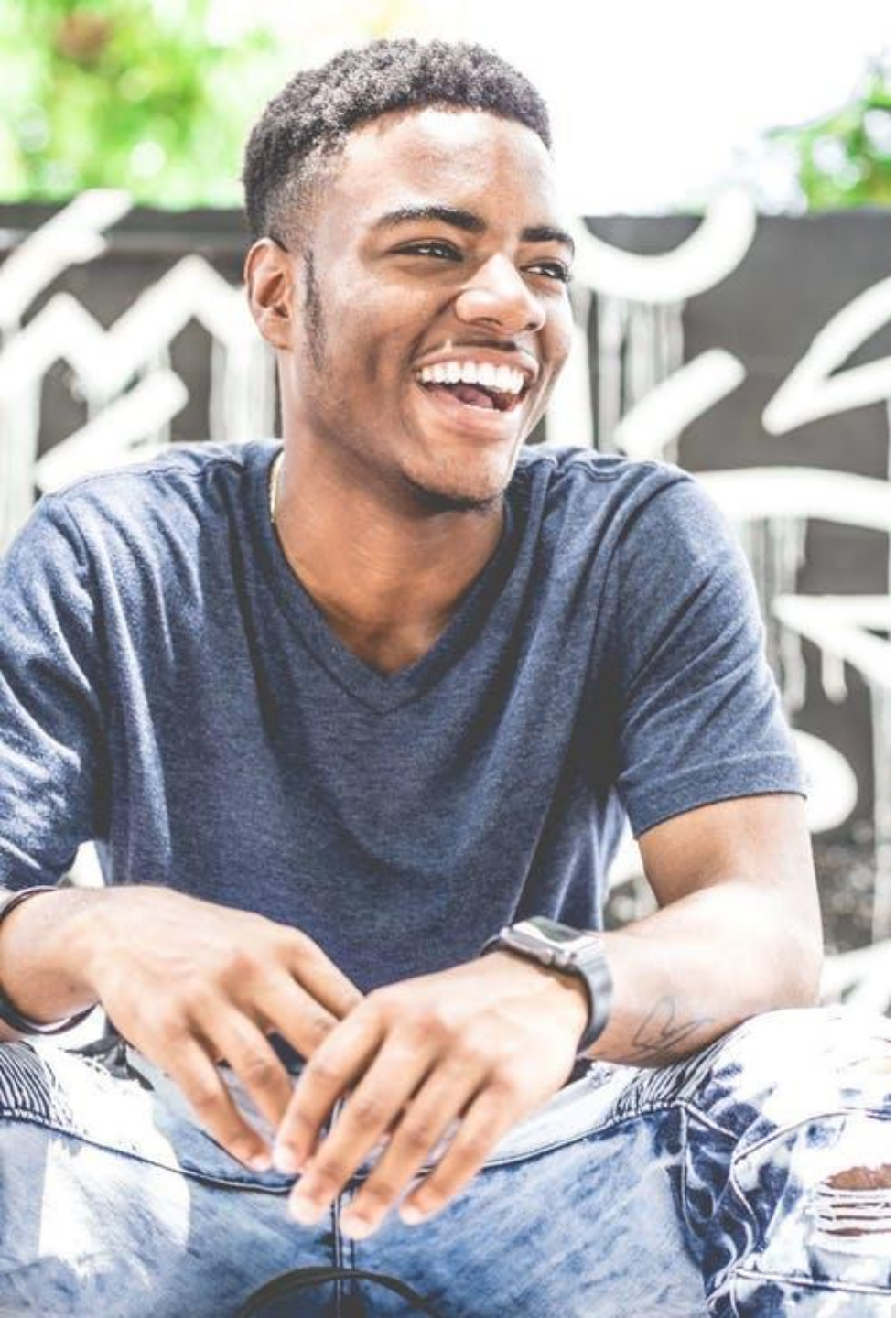
CASA Court Appointed Special Advocates FOR CHILDREN YOLO COUNTY

UC DAVIS UNIVERSITY OF CALIFORNIA

JAMES B. MCCLATCHY FOUNDATION

CITY OF WEST SACRAMENTO

Yolo County OFFICE OF EDUCATION



Our Vision

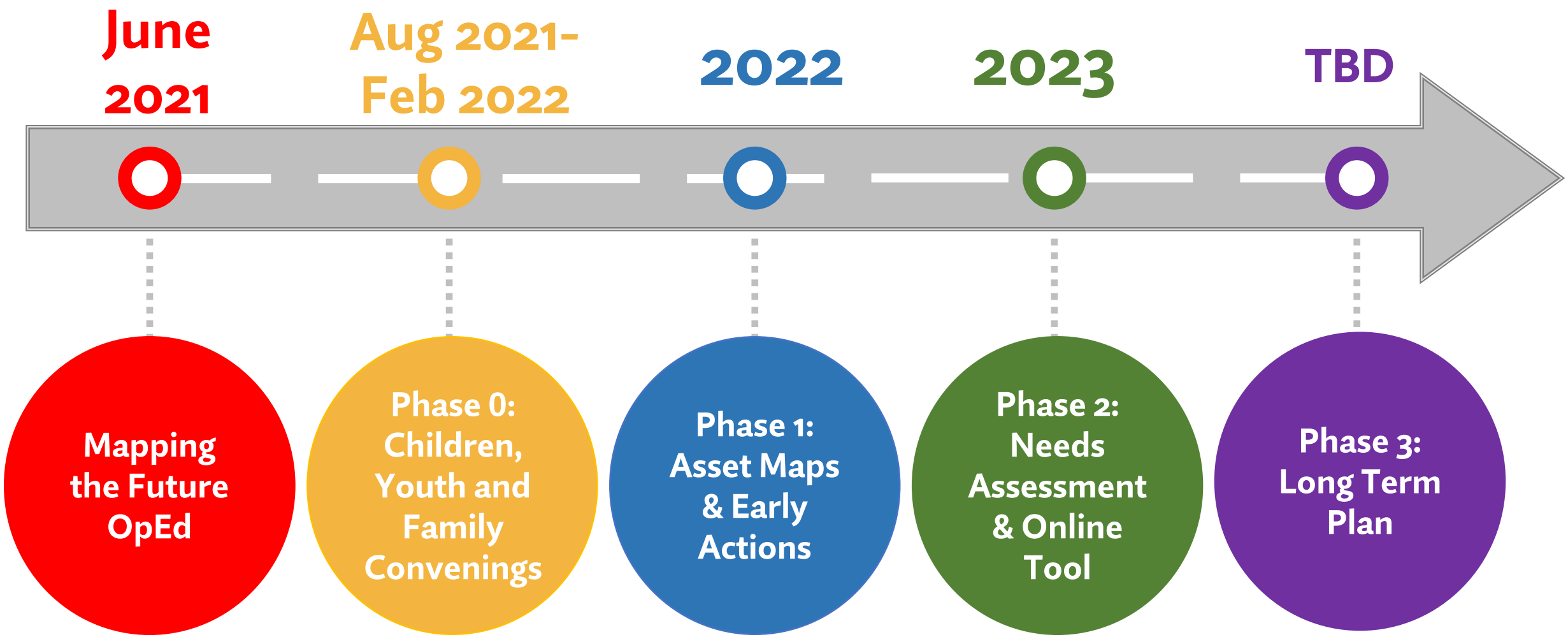
- The Roadmap is a long-term plan to help **effectively coordinate** the services, supports, and opportunities that children, youth, and their families need to **thrive** in Yolo County, as well as the establishment of a **shared framework** that ensures their healthy development.

ROADMAP TO THE FUTURE FOR YOLO COUNTY CHILDREN AND YOUTH

About the Roadmap

- The Roadmap will produce the following to outline existing community assets and conditions to better understand and allocate resources needed to enhance youth development countywide.
- Items to be delivered include:
  - Asset maps
  - Community online tool
  - Youth development framework
  - Community engagement process, and
  - Final report with a needs assessment

ROADMAP TO THE FUTURE FOR YOLO COUNTY CHILDREN AND YOUTH



- Quality Childcare, Early Learning, and TK12
- Mental Health and Wellness
- Welcoming Beacons of Community Life
- Thriving in Young Adulthood

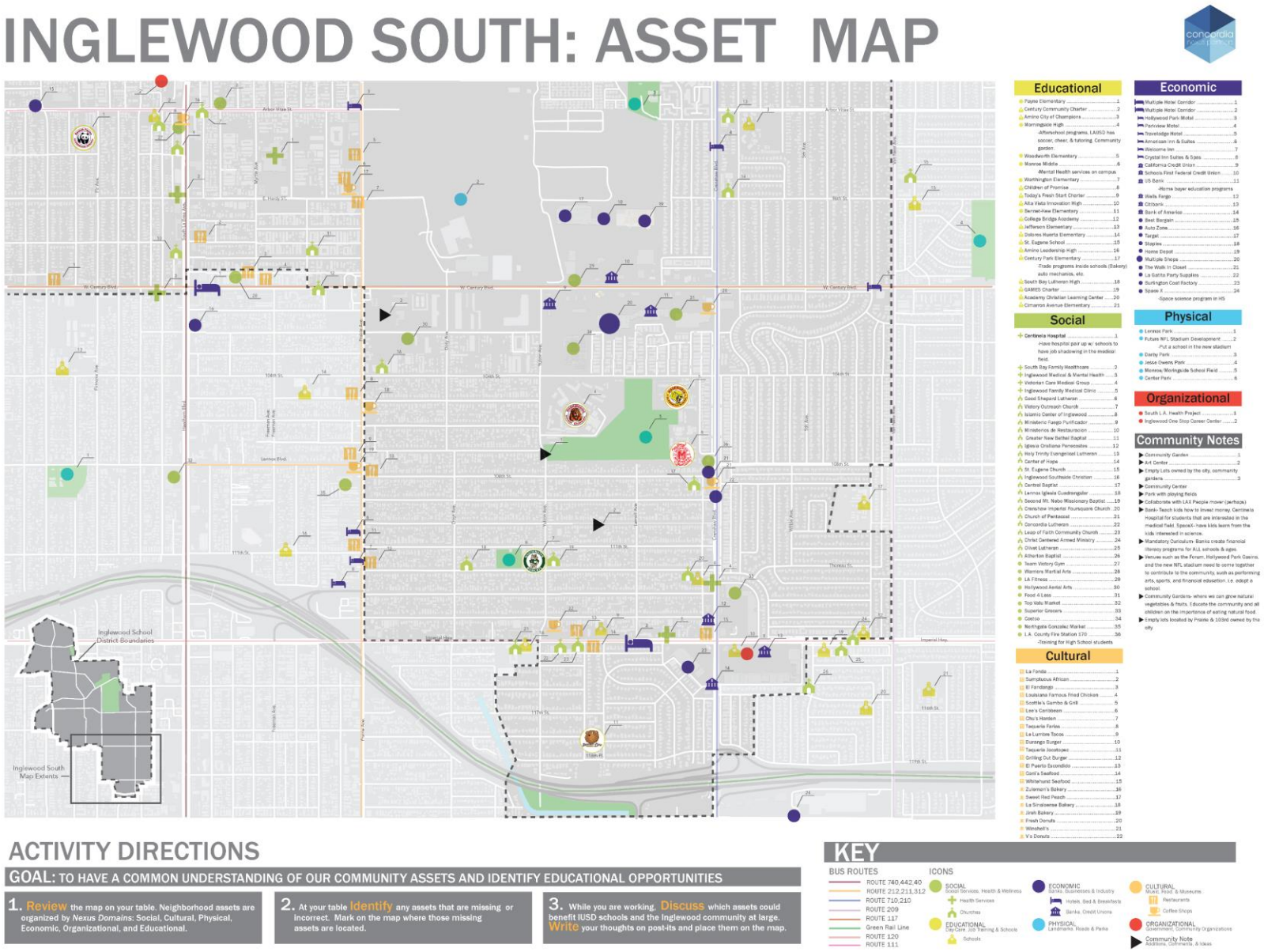
ROADMAP TO THE FUTURE FOR YOLO COUNTY CHILDREN AND YOUTH

Our Partners in this Work

- Yolo County
  - Children, Youth and Families American Rescue Plan (ARP) Workgroup
- Concordia (Data Mapping, Community Engagement)
- Yolo County GIS (Asset Map Assistance)
- Valley Vision (Needs Assessment, Community Engagement)
- Unite Us (Community Online Tool)
- Consero Solutions (Project Management)
- Holly Wong Consulting (Event Support)
- Terry Koehne Communications (Communications Support)

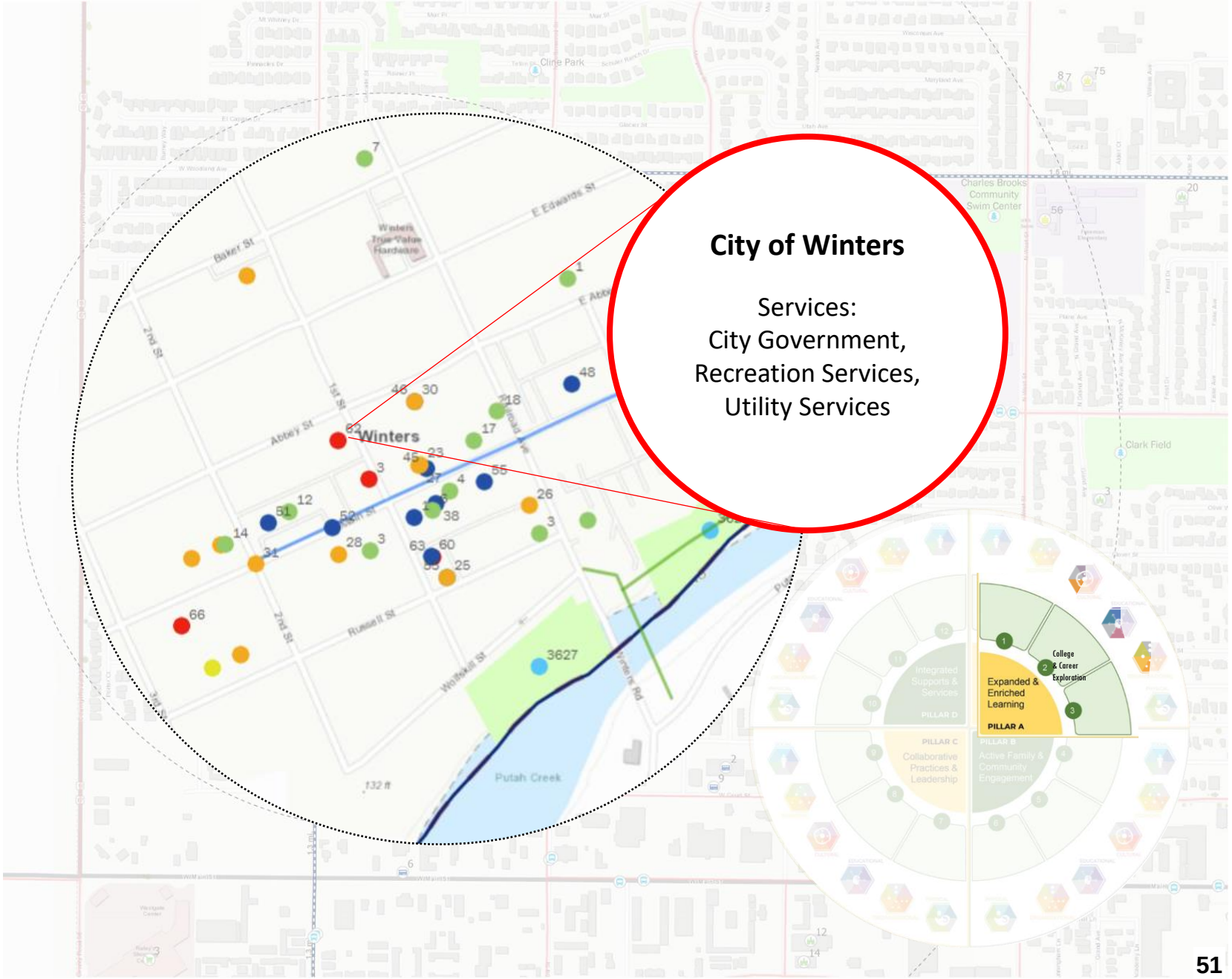
Asset Mapping

- Sample asset map from a previous Concordia project
- Displaying important community resources based on six domains (social, educational, cultural, organizational, economic and physical)



Asset Mapping

- Sample mock-up for the Winters area
- Displaying important community resources in Woodland (ex. City of Winters)



Community Engagement Process

- To inform the Roadmap, the project will host community engagement sessions for the greater public, school leaders, and elected officials to engage with the project.
- More information to come soon!



ROADMAP TO THE FUTURE FOR YOLO COUNTY CHILDREN AND YOUTH

Next Steps

- Two rounds of community engagement sessions for the project. **(Winter/Spring 2023)**
- Final presentation of the needs assessment to the community.
- Launch of a community online tool to assist in the identification of gaps of service in our community.
- Board of Supervisors will use the final report to allocate $2.2 million of American Rescue Plan funding for ‘priority needs implementation’ for children, youth and families.

ROADMAP TO THE FUTURE FOR YOLO COUNTY CHILDREN AND YOUTH



Thank You

- Questions?

ROADMAP TO THE FUTURE FOR YOLO COUNTY CHILDREN AND YOUTH

Yolo County OFFICE OF EDUCATION

Garth Lewis
Yolo County Superintendent of Schools

1280 Santa Anita Court, Ste. 100
Woodland, CA 95776-6127
www.ycoe.org
TEL (530) 668-6700
FAX (530) 668-3848

Roadmap to the Future: Overview of Outcomes

Vision: The Roadmap to the Future is a long-term plan to help effectively coordinate the services, supports, and opportunities children, youth, and families in Yolo County need to thrive, as well as establish a shared framework to ensure their healthy development.

Project Description: On June 27, 2021, 21 local Yolo County elected leaders co-authored an opinion editorial in local newspapers (*The Davis Enterprise, Winters Express)* entitled "Mapping the Future for Yolo County Youths." The op-ed called for development of a long-term plan to confront the issues of poverty and physical and mental health facing Yolo County children and youth, which are exacerbated as a result of the COVID-19 pandemic. Following the op-ed, Yolo County Supervisor Jim Provenza, Yolo County Assessor, Clerk-Recorder and Chief Election Official Jesse Salinas, Yolo County Superintendent of Schools Garth Lewis, and City of Davis Vice-Mayor Lucas Frerichs, convened Yolo County leaders to determine next steps, which resulted in a request for $450,000 from Yolo County, the Yolo County Office of Education ("YCOE"), all four cities in Yolo County, and the five school districts to develop a "Roadmap to the Future" for Yolo County children, youth, and families. The Roadmap to the Future consists of four phases led by YCOE with support from community partners and consultants. The deliverables for each phase form the foundation for development of a long-term plan with measurable objectives and actions.

- **Phase 0 [Completed]:** YCOE led three virtual Children, Youth and Family Convenings from August 2021-February 2022 in Phase 0 to develop the principles and shared priorities that continue to guide the path of the Roadmap to the Future. Over 50 elected officials and community leaders attended the virtual convenings, which served to develop the principles and shared priorities to guide the project. A grant from the James B. McClatchy Foundation provided funding for the convenings.

- **Phase 1 and Phase 2 [In Progress]:** YCOE is currently implementing Phase 1 and Phase 2 of the Roadmap to the Future, which consists of five components: 1) child and youth development framework; 2) asset maps; 3) needs assessment; 4) community online tool; and 5) final report. Phases 1 and 2 also will include a robust community engagement strategy to seek feedback on these components, including community meetings and outreach to people who may not have the resources to attend meetings but may be interested in providing feedback. This outreach will provide an opportunity for YCOE to verify information about assets, seek additional information, and gather feedback from community members on both strengths and gaps in the system of support. The following provides a brief description of each component in these two phases

    1. **Child and Youth Development Framework.** The child and youth development framework will outline key developmental milestones prenatal through 24 years of age. The framework may include milestones related to a child or youth's physical, social, educational, cultural, organizational, and economic development.

       How it will be used: *The child and youth development framework will provide the foundation to assess the adequacy of the support system for children and youth in Yolo County. By describing key milestones, the project team can match assets to milestones and evaluate strengths and gaps in the support system.*

    2. **Asset Maps.** The asset maps will outline the existing assets in the community, including place-based locations such as schools, businesses, services, and organizations, county-wide services, and services provided within homes, which provide support to Yolo County's children, youth, and families. The project team will create a map for each the five Yolo County Supervisorial districts to allow viewers to understand the type and location of current assets. YCOE will categorize assets into the six domains of the Nexus Framework developed by Concordia, a consulting firm partnering with YCOE on the

project: physical, cultural, social, economic, organizational, and educational. These six domains, when considered together, create a picture of the community as a complex system. YCOE will include all completed maps in a final report for use by the community.

How it will be used: *The asset maps will help identify existing assets and support for children, youth, and families in Yolo County. The asset maps also will create a basis for the community online tool.*

3. **Needs Assessment.** YCOE will conduct a needs assessment to identify areas in which the community should invest to help support children, youth, and families. The needs assessment will include the collection of demographic data to show areas where children and youth 0-24 may need support in relation to the location of existing assets. This information will help identify strengths, gaps, and overlap in assets within the community, culminating in a needs assessment described in detail in the final report.

   How it will be used: *The needs assessment will help identify strengths, gaps, and overlap in assets within the community. It also will inform the Children, Youth and Families ARP Workgroup as they allocate $2.2 million in one-time implementation funds set aside for investments in support services for children, youth, and families. The needs assessment will allow the Children, Youth, and Families ARP Workgroup to make data-informed decisions to maximize opportunity, avoid duplication, and prioritize transformational projects when allocating the funds. The needs assessment could also provide the foundation for future investments.*

4. **Community Online Tool.** YCOE will develop an interactive, web-based tool to provide simple access for parents, caregivers, children, youth, and the greater community to the resources in Yolo County which support children, youth, and families. Similar to the asset maps, the online tool may include filters for each of the six Nexus domains: physical, social, educational, cultural, organizational, and economic development. It also will align child and youth development milestones with assets and opportunities in Yolo County.

   How it will be used: *The community tool will help parents, caregivers, children, youth, and the greater community identify and locate services and resources they need.*

5. **Final Phase 1 and Phase 2 Report.** YCOE will produce a final report for the development process of the Roadmap to the Future asset maps and community online tool, including data collection, asset maps, community engagement, and a strengths/gaps analysis. The final report will also include the needs assessment based on the analysis of demographic data in relation to assets. YCOE may also provide recommendations to consider for Phase 3 as part of this report, including development of a long-term plan with measurable objectives and actions.

   How it will be used: *The report will describe the process through which YCOE developed the asset maps, the needs assessment, and the community online tool, including the results of the community outreach effort. It will also serve as a guide for other jurisdictions which may wish to develop a similar tool for their communities.*

- **Phase 3 [Not Initiated]** The components of Phase 3 of Roadmap to the Future will chart the road ahead but are not yet defined as no funding has been secured for this phase. The approach to Phase 3 also may change because of community feedback received during Phase 1 and 2. The Yolo County Office of Education (YCOE) will work with Yolo County and the Children, Youth and Families American Rescue Plan (ARP) Workgroup to develop a scope of work for Phase 3 once Phase 1 and Phase 2 are complete, as ideas or needs may emerge during the previous phases which the community may wish to address. This phase could include development of a long-term plan.

Identified Need: The Roadmap to the Future will inform the long-term, collaborative efforts of organizations and agencies across Yolo County to invest in efforts to ensure the healthy development of Yolo County children, youth, and families. A countywide plan with measurable objectives and actions to guide this collaboration does

not currently exist. Phases 1 and 2 of the Roadmap to the Future will provide county leaders with the information necessary for development of the long-term plan. The data, asset maps, and the community online tool will provide a simple means through which parents, caregivers, educators, children, youth, and the greater community can access information about available services, supports, and opportunities for children, youth, and families. The needs assessment will guide the work of decisionmakers to invest in system improvements. This work will make comprehensive information related to support for children, youth, and families easily accessible for the first time in Yolo County.

Target Audience: The Roadmap to the Future will help parents, caregivers, and educators of children and youth aged 0-24 who need support to connect with available services in Yolo County provided in the community, including local agencies, businesses, and community organizations. Students, young adults, and community members are also part of the target audience. The needs assessment will help decisionmakers who are seeking guidance on opportunities to invest additional funds in services for children, youth, and families and/or wish to align their programs and services to address gaps in the system.

Yolo County Office of Education Roles and Responsibilities: During Phase 1 and Phase 2 of Roadmap to the Future, YCOE and partners will review existing plans, collect data, coordinate with the Children, Youth, and Families ARP Workgroup, and conduct community engagement meetings to secure information for development of asset maps, a community online tool, and the needs assessment. YCOE will strive to ensure the effort is complementary to other planning efforts in the county. Prior to the completion of the online community tool, YCOE will develop a plan for maintenance of the asset map and online tool to ensure ongoing usefulness and accuracy. The plan will assign responsibilities and provide cost estimates to maintain the tool.

The Children, Youth and Families American Rescue Plan (ARP) Workgroup Roles and Responsibilities: The Children, Youth and Families ARP Workgroup is composed of a group of trusted community partners who are serving in an advisory capacity to help advance and develop the Roadmap to the Future project. The workgroup is advising YCOE on technical aspects of the project and assisting with future phase development.

Yolo County Strategic Plan Alignment: The Roadmap to the Future aligns with Yolo County's 2020-2025 Strategic Plan goal of "Thriving Residents", specifically the outcome to reduce economic and educational disparities while building resiliency for vulnerable children and their families.

Update Project Timeline for the Roadmap to the Future

The following is presented as an update on the timeline for the Roadmap to the Future for Yolo County Children and Youth (herein referred to as the "Roadmap"). For more information on the Roadmap, visit https://www.ycoe.org/roadmap.

Project Background

In February 2022, Yolo County committed $200,000 towards the Roadmap project. The Roadmap project will be completed in two phases: asset mapping and Roadmap publication. Once completed, the project will allow the county to better understand and allocate resources needed to enhance youth development countywide. The Children, Youth and Families ARP Workgroup and the Board of Supervisors will use the asset maps to determine how to leverage the $2.2 million in priority funds set aside to support the Children, Youth and Families category.

PHASE 1 (ASSET AND MAPPING): UPDATES (as of October 25, 2022)

Milestone 1: Development of Roadmap Contracts **Status:** 100% Completed

Expected Completion Date: March 31, 2022

Completion Date: June 2022 (YCOE required additional time to secure the contracts.)

Milestone 2: Publicly Available Data Collection **Status:** 95% Completed

Original Completion Date: May 31, 2022

Expected Completion: December 2022 (YCOE is on a "stop work" with Concordia. Upon the withdrawing of the stop work, Concordia will resume work on this task.)

Milestone 3: Development or Adoption of Child and Youth Development Framework** **Status:** 0% Completed

**This milestone was originally titled, "Development or Adoption of Youth Development Framework" and was renamed under consultation from the Children, Youth and Families ARP workgroup.

Original Completion Date: June 30, 2022

Expected Completion: October 2022-June 2023 (The expected completion has been delayed as YCOE is in the process of identifying a new vendor to complete the child and youth development framework.)

Milestone 4: First Community Engagement Sessions Completed, "Nexus Asset Maps Review and Asset/Opportunity Discussions" **Status:** 0% Completed

Original Completion Date: August 31, 2022

Expected Completion: Round 1 of the engagement sessions are currently set to occur in February 2023.

Milestone 5: Completion of Initial Asset Mapping Activities with Preliminary Report Out **Status:** 0% Completed

Original Completion Date: December 2022

Expected Completion: February 2023

PHASE 2 (ROADMAP PUBLICATION): UPDATES (as of June 30, 2022)

Milestone 6: Publication of Asset Mapping Draft Report **Status:** 0% Completed
Original Completion Date: December 31, 2022
Expected Completion: June 2023

Milestone 7: Second Community Engagement Sessions Completed, "Roadmap Feedback" **Status:** 0% Completed
Original Completion Date: February 28, 2023
Expected Completion: Round 2 of the engagement sessions are currently set to occur in March 2023.

Milestone 8: Community Online Tool Development** **Status:** 0% Completed
**This milestone was originally titled, "Digital Roadmap Development" and renamed by YCOE upon the renaming of the deliverable.
Original Completion Date: March 31, 2023
Expected Completion: March-September 2023

Milestone 9: Roadmap Final Publication **Status:** 0% Completed
Original Completion Date: April 30, 2023
Expected Completion: September 2023

AMENDED

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: November 15, 2022

FROM: Kathleen Salguero Trepa

SUBJECT: Holiday Special Events with Street Closures

RECOMMENDATION:
By motion, approve the following street closures as detailed in the report for:

- December 2, 2022, Main Street from the Rotary Park driveway to First Street, for the holiday tree lighting; and
- December 3, 2022, Main Street from Morgan to Grant, for the tractor parade.

BACKGROUND:
The City's special events policies require Council approval for street closures related to Main Street, Railroad Street, Grant Avenue, Valley Oak Drive and Abbey Street. This year, Friday, December 2nd is the holiday tree lighting and Saturday, December 3rd is the tractor parade. Last year was the first year these events were split into two evenings for safety reasons given the thousands of people attending the tractor parade. The two separate nights was very successful and allowed for better crowd management for the tractor parade. Staff, the Chamber, Downtown Business Association, and community volunteers have been planning for a similar two-day event with some modifications as noted below.

Professional Coordinator
This year, the Chamber of Commerce decided to not coordinate the tractor parade so the City agreed to take over the event so that it could continue. Given the limited staff capacity to coordinate such a large-scale event, staff has retained Steven Restivo of Bay Area Pop Up Events to coordinate both the holiday tree lighting and tractor parade working with a team of staff and downtown business volunteers. His fee is $10,000 plus direct costs, and a commission of 30% for any vendors he secures to support planned activities (i.e. food trucks, activities, vendors). The goal is that event revenue and sponsorships cover the cost

of the event, including event coordination, barricades, portapotties, sound stage, DJ, trash clean-up, etc. Another goal is to encourage people to arrive in town earlier to avoid the traffic congestion that occurred last year, and conversely to encourage people to stay afterwards again to assist with managing traffic leaving the city.

Friday, December 2nd Overview
Plans for the Friday night Holiday Tree Lighting are similar to last year with a hot coco crawl through downtown businesses, coraling at the gazebo, photos with Santa, and the tree lighting at 6 p.m. In addition, a holiday marketplace has been added to Rotary Park and along Main Street (Elliot to First Street). Activities include face painting, jump houses, and a petting zoo as well as merchant sales.

Saturday, December 3rd Overview
On Saturday, the holiday market will re-open in Rotary Park at 10 a.m. and the children's activities will relocate to City Park (jump houses, petting zoo, etc) for after 2 p.m. The Winters Friends of the Library will also present their Family Holiday Festival inside the Community Center from 10 a.m. – 2 p.m. There will be no vendors on Main Street to accommodate preparations for the Tractor Parade; however, food, activities and other vendors will be placed on side streets. The schedule for No Parking along Main Street and the side streets for the parade route is noted below. The parade will kick off at 6 p.m.

Please note that the activity planning and vendor solicitation are still in process so there may be some modifications to times and location up to the holiday weekend.

DISCUSSION:
No parking signs will be posted on Wednesday, November 30 for all locations impacted by the holiday tree lighting and parade. Residents and businesses will also be notified with a delivered notice along the entire route on Wednesday, November 30. Mr. Restivo is also working with the Winters Express to prepare a supplement with information, and information will also be included in the Friday Update.

Friday Road Closures – December 2
Last year for the Friday night tree lighting, Main Street was closed in front of Rotary Park and on the first half block of Main Street. Staff recommends closing Main Street from the Rotary Park driveway to Railroad and from Railroad to Second Street at 12 noon. The Market would open at 2 p.m. with activities beginning at 4 p.m. The tree lighting is scheduled for 6 p.m. The petting zoo and jump houses will be placed on the 100 block of Main Street, necessitating the expansion to Second Street.

Last year, the intersection of Main and Railroad remained open with volunteers assisting with traffic control and pedestrian crossing. Given the number of attendees last year and anticipated attendees this year, for safety concerns staff recommends that Public Works close the intersection at 3:00 p.m., detouring traffic at Abbey and Russell Streets. The intersection can reopen when the crowd thins and it is safe for pedestrians to cross unassisted, likely before 10 p.m. The barricades will already be in place on Main Street, so

the ones on Railroad can be emptied and pushed to the side to allow traffic to pass on Railroad only.

The Main Street road closures would open by no later than 10 p.m. for overnight traffic, as noted on the table below. Attachment 1 includes the draft Friday event map. *Please note the event has been condensed down to First Street as of a recent meeting and the placement of vendors is subject to change.*

Main Street Road Segment	Time Closed	Time Open*
Rotary Park Driveway - Railroad	12 noon	10 p.m.
Railroad – Second Street	12 noon	10 p.m.
Intersection: Railroad & Main	3:00 p.m.	10 p.m. or sooner

*Times are approximate and may be sooner based on need and ability to open in a coordinated fashion.

Saturday Road Closures – December 3

The parade route is from Haven to Morgan with tractor staging at St. Anthony's parking lot and along Main Street. Staff recommends that road closures on Main begin at 12 noon and radiate out toward Morgan and Grant on a schedule to facilitate event set up and parade staging as noted below. Side streets will be closed at alleys to facilitate traffic detours and Road Closed Ahead signs will be posted at key intersections along Russell and Abbey. Please note, times are approximate. Barricades must be placed and removed in a logical order to avoid vehicle – pedestrian conflicts. The west end of Main Street will open after the parade passes. The longest closure impacts will be downtown and on E. Main to allow for the parade to pass and to support activities in the downtown core.

Road Segment	Time Closed	Time Open*
Main St: Rotary Park Driveway - Railroad	12 noon	11:00 p.m.
Main St: Railroad – Second Street	12 noon	11:00 p.m.
Intersection: Railroad & Main	4:00 p.m.	11:00 p.m.
Main St: Second – Haven Street	2:00 p.m.	10:00 p.m.
Main St: Rotary Park Driveway – Morgan	3:00 p.m.	11:00 p.m.
Main St: Haven to Grant Avenue	4:00 p.m.	8:00 p.m.
Intersection: Main & 4th	*Will remain open except when parade passes*	
Newt's Expressway: Railroad to Parking Lot	5:00 p.m.	11:00 p.m.
Railroad: Russell - Abbey	5:00 p.m.	11:00 p.m.

*Times are approximate and may be sooner based on need and ability to open in a coordinated fashion.

Attachment 2 is the draft road closure map for Saturday.

Pedestrian Viewing & Other Notes

Delineators with candy cane rope will be placed along the fog line of Main Street from Morgan Street to Haven to keep pedestrians behind the line and a safe distance from the tractors. Breaks will be provided at intersections to allow people to access vendors on side streets and people to cross the street.

We ask residents and businesses to not block off their property frontage so that people can spread out in the City's right-of-way along the parade out. People are welcome to set out chairs to reserve space; however, we request that entire frontages not be blocked with cones or tape.

City Pergolas

Staff has contacted businesses with City pergolas in front to see if the business would like to rent the pergola for $1,500, which helps offset event costs (one pergola per business); many of the businesses have placed their own furniture in the pergolas. Several remain available for the public to rent for $1,500 on a lottery basis, which will be promoted through social media, the Friday Update, and this staff report. Interested community members can contact cityclerk@cityofwinters.org by noon on November 23rd. Names will be pulled from a hat and the winners notified.

FISCAL IMPACT:

Per the attached budget (Attachment 3), the estimated cost of producing the holiday weekend activities is approximately $42,000, not including staff overtime to work the event (Police, Fire, Public Works). Estimated revenue is based on filling all the potential vendor spots, sponsorships, and entry fees ($41,600) and $13,500 from pergola rentals. Because the City does not have a detailed accounting of prior year expenses and revenues, the budget is an estimate. If necessary, $6,000 is also budgeted in the annual Business Improvement District budget to support the event so there should be no General Fund contribution necessary to fund the holiday weekend, other than staff overtime. Last year's overtime was approximately $5,000. Ideally, the event revenue covers direct and staff costs associated with coordinating the holiday weekend activities.

ATTACHMENT:

1. Friday December 2 event map
2. Saturday, December 3 parade closure map
3. Estimated Budget



San Francisco Bay Area PopUp EVENTS
"Live, Local, Safely Social"

The 2022 Winters Tractor Parade & Festival

Main Street ~ Second St. to Elliot St.

Festival & Tree Lighting, Friday. Dec. 2nd ~ 2 pm to 10 pm

Street Closure Noon to 10:00 pm

Festival Site Plan Overview as of 11.2.2022

Holiday Tractor Parade

Grant Ave.
Grant Ave.
Grant Ave.
Hwy 128 To 505
Parade Staging
Baker St.
E. Baker St.
Morgan St.
Edwards St.
Edwards St.
Emery St.
Haven St.
4th St.
3rd St.
2nd St.
1st St.
Railroad Ave.
East St.
Abbey St.
Abbey St.
E.Main Street
Parade Staging
City Park
Lauren St.
Elliot St.
Cross Town Access
Closes 5:45 pm Sat.
Parade Staging
Main Street
Main Street
E. Main Street
Rotary Park
Russell St.
Russell St.
Riverview Ct.
Westwood Ct.
Wolfskill St.
Railroad Ave.
Putah Creek Rd.
Google E

200 Delineators
40ft Apart

600 Linear ft of
Water Filled K
Rail

Tractor Parade Closure
Draft as of 10.9.22
Start this Closure
at Noon Saturday
December 3rd

25 A Frames
With Detour Signs
or Closed to Thru Traffic

17 Volunteers
TBD

EXHIBIT B

Estimated Event Budget as of 5.6.2022

Estimated Budget for the 2022 Winters Holiday Parade & Festival as of 5.4.2022	**2022 Estimate**

INCOME BREAKDOWN

Income from Exhibitors Rotary Park for both Days (25 @$250)	$6,250.00
Income from Exhibitors Main Street, 2nd to Elliot, Friday Only (75@$125)	$9,375.00
Sponsorship Income from 2021 Event	$17,000.00
Sponsorship Income from Bay Area Pop Up Events	$2,500.00
Food Trucks For Both Days (10@ $300)	$3,000.00
Tractor Parade Entry Fees (50@$50)	$2,500.00
Children's Activity Income (% of Gross from Vendor)	$1,000.00

TOTAL GROSS INCOME	**$41,625.00**

EXPENSES OVERVIEW

Bay Area Pop Up Events Production Fee for all Festival Coordination	$10,000.00
BAPUE Commission on Sponsorship bought in by BAPUE (30% of $2,500)	$750.00
BAPUE Commission on Exhibitors 30% (50@$250)	$3,750.00
BAPUE Production Team and Parade Staging Labor Reimbursement	$4,000.00
BAPUE Production Team Hotels Rooms Friday & Saturday Night	$1,000.00
MISC. Expenses	$831.57
Entertainment Expenses	$5,290.00
Promotion, Advertising and Marketing Expenses	$3,169.45
Rental Expenses	$10,543.90

TOTAL EXPENSES	**$39,334.92**

TOTAL GROSS INCOME	**$41,625.00**
LESS EXPENSES	**$39,334.92**
TOTAL NET INCOME	**$2,290.08**

EXPENSES ITEMIZED

MISC. EXPENSES

No Parking Signs	$116.90
Decorations	$438.58
Padlocks	$40.73
Miscellaneous	$35.36
Bank Fees	$200.00
Total MISC. Expenses	**$831.57**

ENTERTAINMENT EXPENSES

Entertainment	$2,000.00
Sound System for Elliot/Rotary Park Entertainment Area	$500.00
Sound System for Second Street Entertainment Area Friday only	$250.00
Costume Rentals	$400.00
People to wear costumes (4 people for 4 hours each day)	$640.00
Entertainers for Each Area	$1,500.00
Total Entertainment Expenses	**$5,290.00**

PROMOTION, ADVERTISING & MARKETING EXPENSES

Printing	$1,619.45
Banners	$500.00
Facebook	$150.00
Winters Express	$900.00
Total Cost of Promotion & Marketing	**$3,169.45**

RENTALS

United Site Services Restrooms	$2,500.00
HQ Janitorial Service	$2,500.00
A Grand Affair	$480.95
First Vanguard Rental	$322.99
Radio Rentals	$300.00
Shuttle Rentals	$1,500.00
Barricade Rental	$1,500.00
Action Rents	$1,439.96
Total Cost of Rentals	**$10,543.90**

City Council
Staff Report

To: Honorable Mayor and Council Members

Date: November 15, 2022

Through: Kathleen Salguero Trepa, City Manager

From: Kirk Skierski, Senior Planner

Subject: Resolution 2022-94 Approving the Neighborworks Tentative Subdivision Map Time Extension

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Recommendation:

1. Conduct a public hearing on the Neighborworks Tentative Subdivision Map Time Extension project, and

2. Adopt Resolution 2022-94,

   a) Determining the proposed Neighborworks Tentative Subdivision Map Time Extension project to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 and Section 15061(b)(3) of the CEQA Guidelines; and

   b) Approving a 24-month extension of the Neighborworks Tentative Subdivision Map subject to the draft conditions of approval.

Project Description:

The applicant is requesting a 24-month time extension of the Neighborworks Tentative Subdivision Map. The Neighborworks Subdivision proposes to subdivide a 2-acre parcel into 24 single-family lots intended to be sweat equity affordable units. The Neighborworks Tentative Subdivision Map was adopted under Council Resolution No. 2020-43 on August 18, 2020, which would expire on August 18, 2022, unless a time extension is approved. An application to extend was submitted prior to the deadline.

Location:

The project site is located within the Stones Throw Subdivision (Winters Highlands) south of Moody Slough Lane between Taylor Street and Wyatt Lane (APN: 030-220-061; no assigned address at this time). See Figure-1 below for a “Vicinity Map”.

Project Site Information:

General Plan Designation: High Density Residential (HR)
Zoning District: High Density Multi-Family Residential (R-4)

Parcel Size: 2.0 acres (~87,120 square feet)

Background:

As part of the Winters Highlands Subdivision currently under construction, the City received a dedication of a two (2) acre parcel, which is to be used for the construction of affordable housing. The parcel dedication was in addition to the in-lieu funds that are being paid by the developers for low and very low housing and the construction of the moderate units within the overall subdivision. Affordable, for sale housing is difficult to achieve in a state where housing costs are as high as they are in California. As part of determining options for the development of affordable housing in the Winters Highlands Subdivision, the City's Affordable Housing Steering Committee met and received presentations by NeighborWorks, a non-profit affordable housing developer, on two (2) occasions. In addition, staff has met and talked with NeighborWorks representatives on multiple occasions regarding the possibility of a "self-help" detached unit housing project, which would be targeted at "moderate" income level households in the Winters area. The Affordable Housing Steering Committee was favorable to the idea of beginning a negotiation with NeighborWorks to explore the feasibility of such a project at this location. Self-help projects are based on pre-approved homeowners investing time to help build their own house as a way to reduce costs and build pride of ownership in their new homes.

The City previously entered into an Exclusive Negotiation Agreement (ENA) with NeighborWorks to develop a Disposition and Development Agreement (DDA) with NeighborWorks for this project in January 2020. The ENA was extended in August of 2020, which expired. In June 2021, the City Council adopted Resolution No. 2021-39 approving another ENA with NeighborWorks for a term of six (6) months in order to secure adequate financing, which expired. On August 2, 2022, the City adopted Resolution 2022-74 approving another ENA with NeighborWorks for a term of six months.

The Neighborworks Tentative Subdivision Map proposes to subdivide a 2-acre parcel into 24 single-family lots intended to be sweat equity affordable units. The lots will be developed with one-story, three- and four-bedroom homes, varying in size from 1,360 to 1,735 square feet in size. Each of the homes will have a one-car garage. The homes will all be income-restricted affordable. Homebuyers will be expected to assist (sweat equity) in the construction of each of the homes thereby reducing their costs. The tentative map will create 24 lots ranging in size from 3,417 to 5,792 square feet. Houses will be placed on the lots with garages abutting each other. Abutting the garages will allow one (1) on-street parking space for each lot. Figure-1 below provides a Vicinity Map and Figure-2 below shows the approved tentative map.

Staff Report continues on the following page.

Figure-1 Vicinity Map

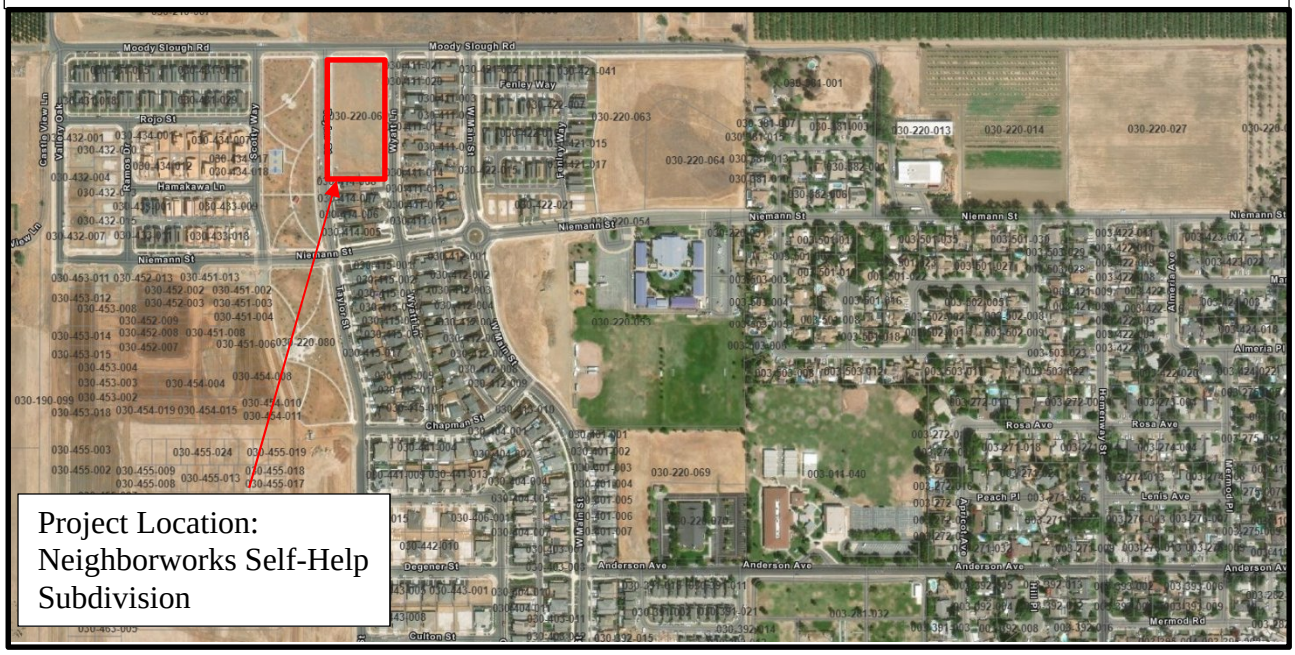
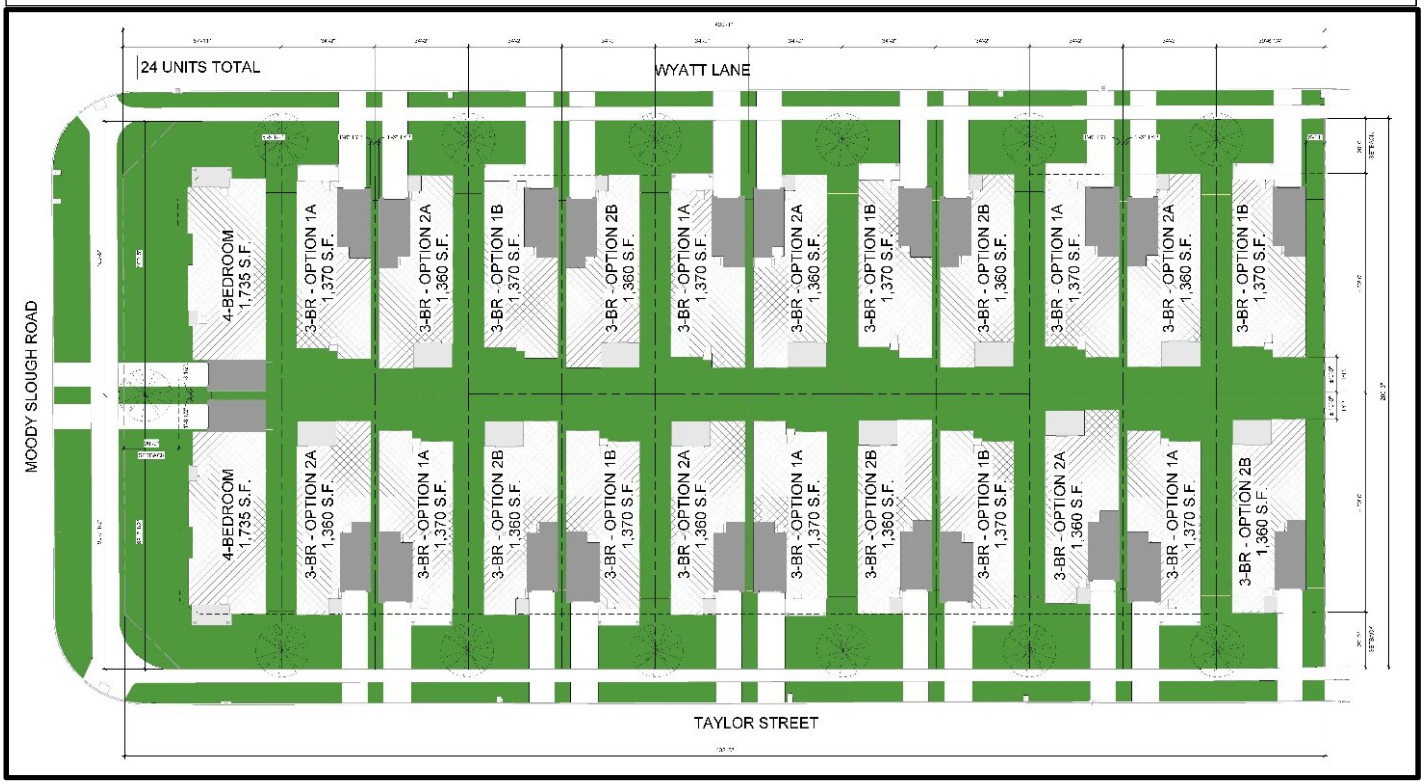


Figure-2 Neighborworks Self-Help Subdivision



Project Description:
The applicant is requesting a 24-month time extension of the Neighborworks Tentative Subdivision Map. Should the 24-month time extension be approved, the Neighborworks Tentative Subdivision Map would expire on August 18, 2024, unless another time extension is approved in accordance with Winters Municipal Section 16.01.130. Winters Municipal Code Section 16.01.130, Extensions, provide the provisions applicable to Tentative Subdivision Map time extensions. Winters Municipal Code Section 16.01.130.D allows for tentative maps to be extended a total of five (5) years.

October 25, 2022, Planning Commission Meeting
The Planning Commission reviewed the Neighborworks Tentative Subdivision Map Time Extension project during the October 25, 2022, Planning Commission meeting. Pursuant to Winters Municipal Code Section 16.01.130 (Extensions), the Planning Commission held a public hearing to review the tentative subdivision map time extension, and adopted Planning Commission Resolution 2022-15 recommending the City Council determine the Neighborworks Tentative Subdivision Map Time Extension be exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15332 and Section 15601(b)(3) and recommending the City Council approve the Neighborworks Tentative Subdivision Map Time Extension project.

Environment Analysis:
Staff recommends that the proposed project be determined to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332, Infill Development, which applies to projects characterized as in-fill development that meets the following criteria:

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

- The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

- The project site has no value as habitat for endangered, rare, or threatened species.

- Approval the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

- The site can be adequately served by all required utilities and public services.

In addition, staff recommends that the proposed project be determined to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3). The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. 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. On August 18, 2020, the City Council determined the Neighborworks Tentative

Subdivision Map to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332. The proposed Neighborworks Tentative Subdivision Map Time Extension Project is only requesting a 24-month extension to the tentative subdivision map expiration and no other changes are proposed to the previously approved project.

The City Council must consider the proposed CEQA exemptions together with any comments received during the public review process. Further, the exemption can only be approved if the 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 November 2, 2022. An affected property owner notice was mailed to properties within 300 feet of the project site on November 3, 2022. No public comments have been received at the time this staff report was published.

Staff Recommendation:
Staff is recommending that the City Council conduct a public hearing on the Neighborworks Tentative Subdivision Map Time Extension project and adopt Resolution 2022-94 thereby taking the following actions:

1. Determine the proposed Neighborworks Tentative Subdivision Map Time Extension project to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 and Section 15061(b)(3) of the CEQA Guidelines; and

2. Approve a 24-month extension of the Neighborworks Tentative Subdivision Map subject to the draft conditions of approval.

Recommended Motion:
I move to adopt Resolution 2022-94 a Resolution of the City Council of the City of Winters, approving a 24-month extension of the Neighborworks Tentative Subdivision Map subject to the draft conditions of approval and determining the project exempt from CEQA.

Alternatives:
None recommended by staff.

Attachments:
1. Resolution No. 2022-94
    a. Exhibit A: Draft Conditions of Approval
2. Neighborworks Tentative Subdivision Map
3. October 25, 2022, Neighborworks Tentative Subdivision Map Planning Commission Staff Report

Resolution No. 2022 – 94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A TENTATIVE SUBDIVISION MAP TIME EXTENSION TO ALLOW FOR A 24-MONTH TIME EXTENSION OF THE NEIGHBORWORKS TENTATIVE SUBDIVISION MAP LOCATED AT APN: 030-220-061 WITHIN THE R-4 ZONING DISTRICT AND MAKING FINDINGS OF CEQA EXEMPTION

Whereas, on August 18, 2022, Frank Pasquale with Neighborworks, applied for a Tentative Subdivision Map Time Extension application to allow for a 24-month time extension of the Neighborworks Tentative Subdivision Map located at APN: 030-220-061 within the R-4 Zoning District; and

Whereas, the Neighborworks Tentative Subdivision Map was originally approved by the City Council on August 18, 2020, with the adoption of City Council Resolution 2020-43 with an initial expiration date of August 18, 2022; and

Whereas, Winters Municipal Code Section 16.01.130.D allows for tentative maps to be extended for a period of no more than five (5) years; and

Whereas, the Planning Commission held a duly noticed public hearing on October 25, 2022, to consider the Neighborworks Tentative Subdivision Map Time Extension project and adopted Planning Commission Resolution 2022-15 recommending the City Council determine the Neighborworks Tentative Subdivision Map Time Extension project exempt from CEQA and recommending the City Council approve the Neighborworks Tentative Subdivision Map Time Extension project; and

Whereas, a notice of public hearing for the project was published in the *Winters Express* on November 2, 2022; and

Whereas, in accordance with Winters Municipal Code Section 16.01.130.B and Section 16.01.090.D, an affected property owners notice was mailed to adjacent property owners within 300 feet of the project location on November 3, 2022; and

Whereas, the City of Winters City Council held a duly noticed public hearing on November 15, 2022, to consider the proposed project; and

Whereas, the Planning Division presented its oral and written staff report on the proposed project at a regular meeting of the City Council on November 15, 2022; and

Whereas, there have been no significant changes to the project, no significant changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects; and

Whereas, the Planning Division recommended the project be determined categorically exempt from the California Environmental Quality Act (CEQA) pursuant to

Section 15332 (In-Fill Development Projects) and 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there would not be any significant impacts to the environment resulting from the project; and

Whereas, the Planning Division recommended approval of the proposed project subject to the conditions of approval provided in Exhibit A to this Resolution attached hereto and incorporated herein; and

Whereas, on November 15, 2022, the City Council held a public hearing on the project to receive oral and written testimony and written prior to reaching its decision.

Now, Therefore Be It Resolved that the City Council approves the Neighborworks Tentative Subdivision Map Time Extension project to allow for a 24-month time extension of the Neighborworks Tentative Subdivision Map, which now expires on August 18, 2024, located at APN: 030-220-061 within the R-4 Zoning District, subject to the conditions of approval contained in Exhibit A; and

Be it Further Resolved that the City Council, based on the evidence in the record, determines the project to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) and Section 15061(b)(3) of the CEQA Guidelines.

Passed and Adopted this 15th day of November 2022, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Wade Cowan, Mayor

_____
Kathleen Salguero Trepa, City Clerk

Resolution No. 2022 – 94
Exhibit "A"

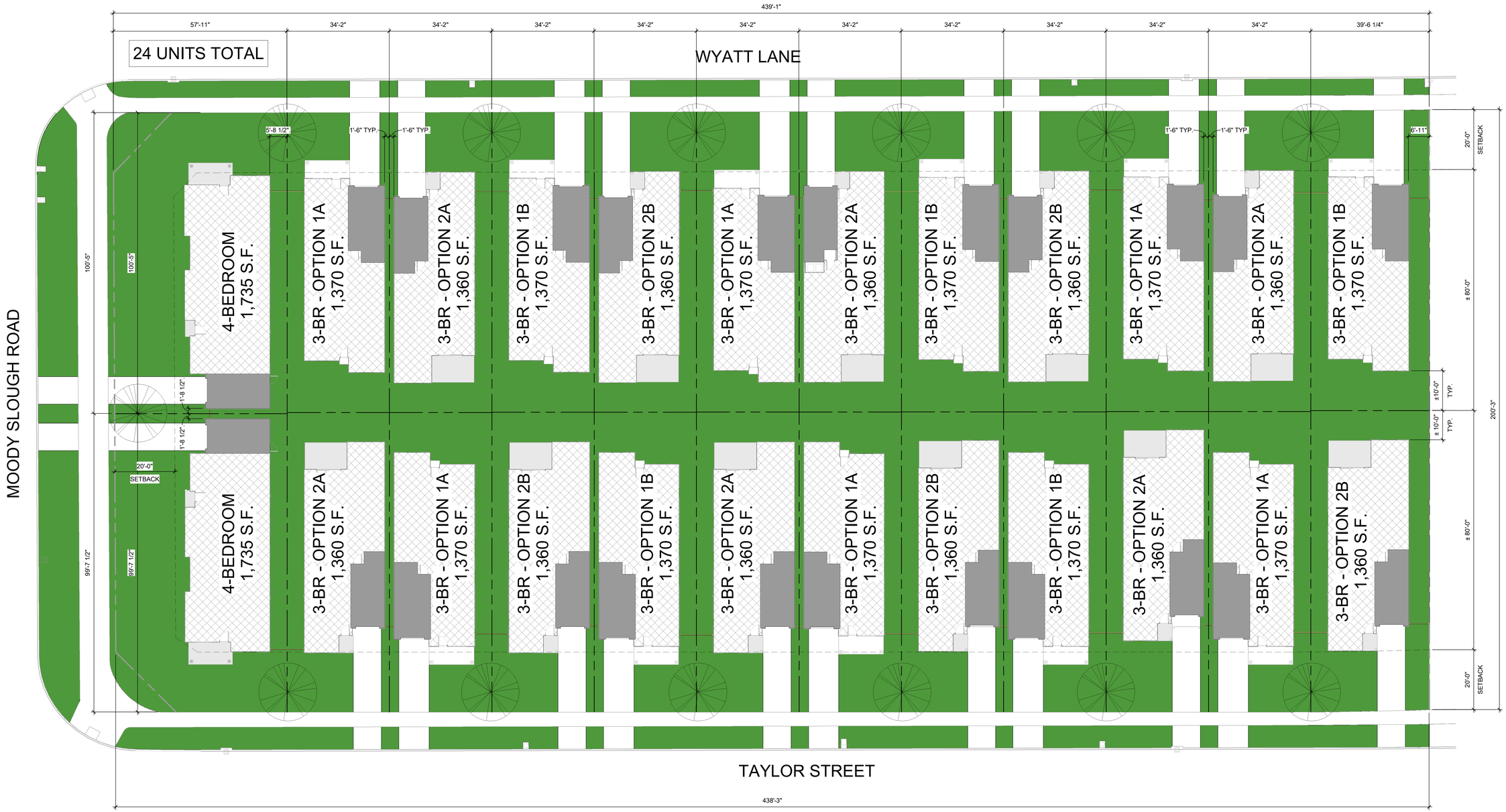
Draft Conditions of Approval

General Conditions of Approval

1. A 24-month time extension is approved for the Neighborworks Tentative Subdivision Map, which proposes to subdivide a 2-acre parcel into 24 single-family lots located at APN: 030-220-061, as approved by the City Council on November 15, 2022, and shall be on file in the Community Development Department. The Neighborworks Tentative Subdivision Map shall now expire on August 18, 2024. The applicant is responsible for complying with all conditions of approval and providing evidence to the Community Development Director of compliance with each condition.

2. The applicant shall comply with all previous approvals, conditions of approval, and mitigations measures for the Neighborworks Tentative Subdivision Map.

3. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expenses in any such claim, action, or proceeding to attach, set aside, void, or annul an 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 applicant shall defend such action at applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicant 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 of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the applicant in good faith approves the settlement, and the settlement imposes direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning Commission, any advisory agency to the City, local district, and the City Council.



1 SITE PLAN - 24 UNITS
1/16" = 1'-0"

ELLIS ARCHITECTS
4132 C STREET
SACRAMENTO, CA 95819
916.440.6765.
ellis-architects.com

NEIGHBORWORKS - WINTERS

4/23/2020

SHEET NO.

1

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4 BR | 3 BR TYPE 2A | 3 BR TYPE 1A | 3 BR TYPE 2B | 3 BR TYPE 1B | 3 BR TYPE 2A | 3 BR TYPE 1C | 3 BR TYPE 2B | 3 BR TYPE 1B | 3 BR TYPE 2A | 3 BR TYPE 1A | 3 BR TYPE 2B

1 TAYLOR STREET ELEVATION
1/16" = 1'-0"



4 BR | 4 BR

2 MOODY SLOUGH ROAD ELEVATION
1/16" = 1'-0"



5 VIEW DOWN TAYLOR STREET



4 VIEW DOWN WYATT LANE



3 BR TYPE 1B | 3 BR TYPE 2A | 3 BR TYPE 1C | 3 BR TYPE 2B | 3 BR TYPE 1B | 3 BR TYPE 2A | 3 BR TYPE 1A | 3 BR TYPE 2B | 3 BR TYPE 1B | 3 BR TYPE 2A | 3 BR TYPE 1A | 4 BR

3 WYATT LANE ELEVATION
1/16" = 1'-0"

ELLIS ARCHITECTS
4132 C STREET
SACRAMENTO, CA 95819
916.440.6765.
ellis-architects.com

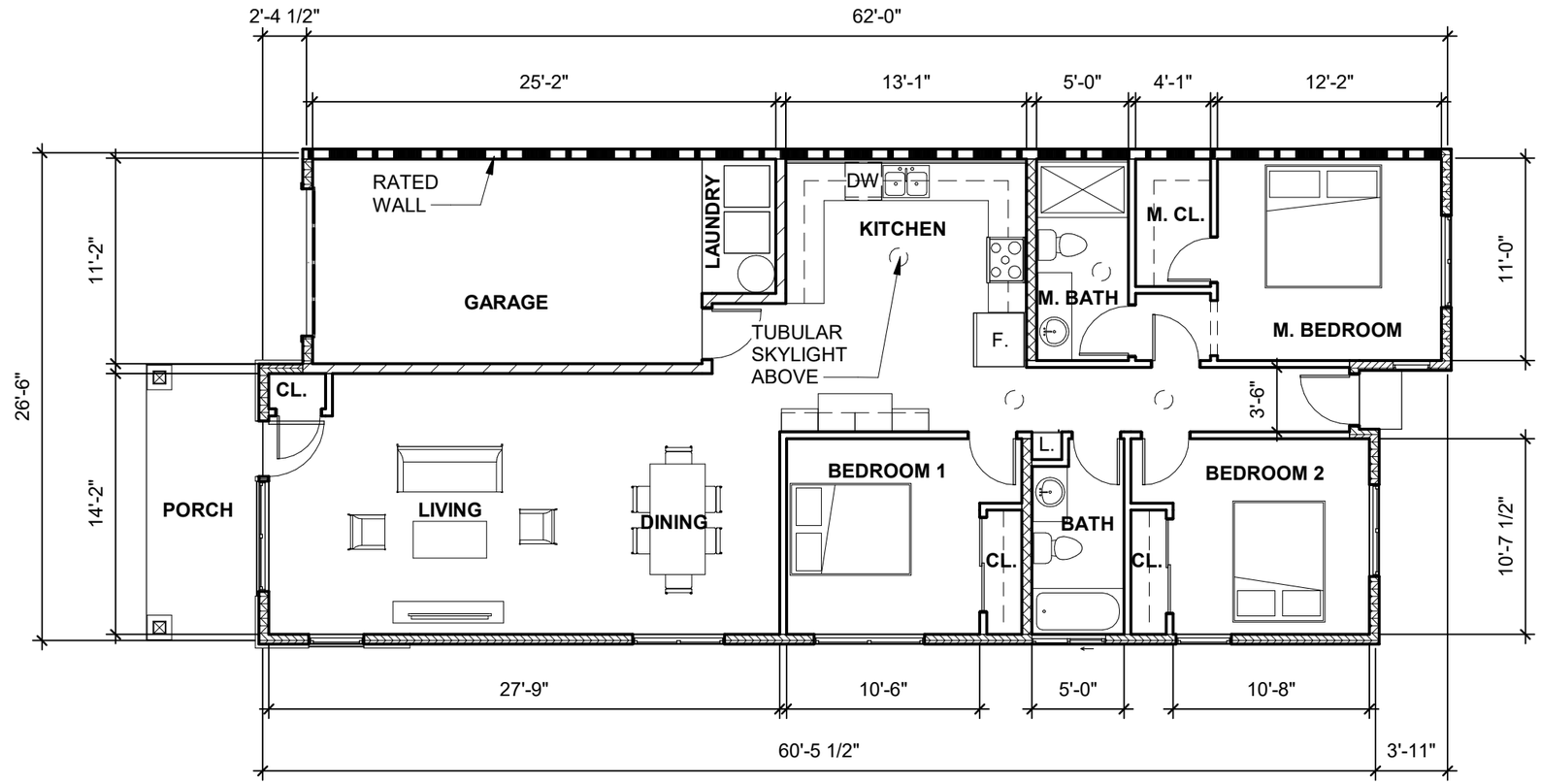
NEIGHBORWORKS - WINTERS

4/23/2020

SHEET NO.

2

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1 GROUND FLOOR PLAN - 3-BR - OPTION 1
1/8" = 1'-0"

3-BR - OPTION 1

0' 4' 8' 16'

ELLIS ARCHITECTS
4132 C STREET
SACRAMENTO, CA 95819
916.440.6765.
sarah@ellis-architects.com

NEIGHBORWORKS - WINTERS

OWNER:
NEIGHBORWORKS HOMEOWNERSHIP CENTER SACRAMENTO
2411 ALHAMBRA BLVD. STE. 200
SACRAMENTO, CA 95817

FOR REVIEW ONLY, NOT FOR CONSTRUCTION

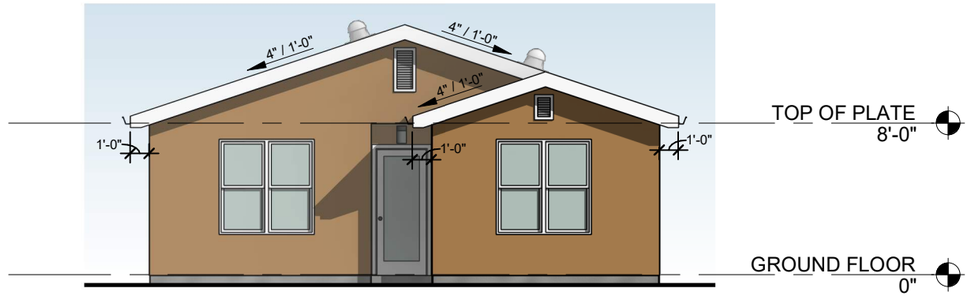
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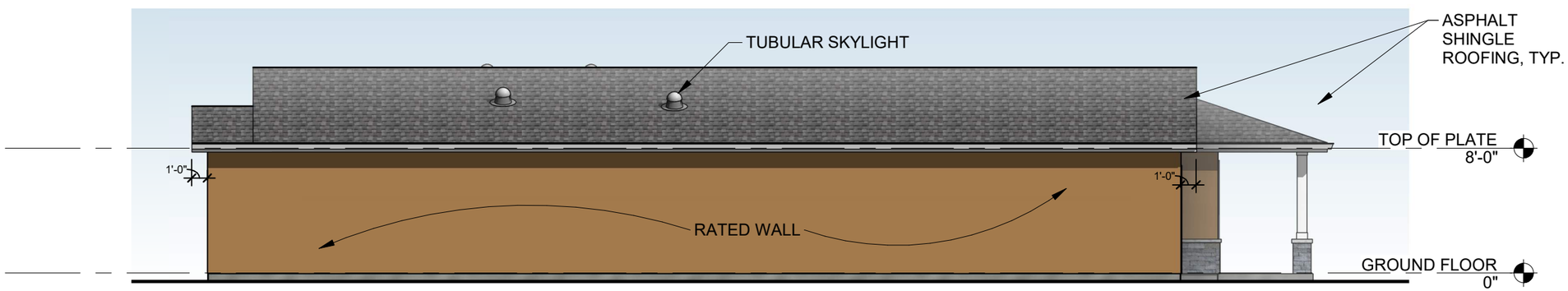
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1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

3 BR - OPTION 1A - ELEVATIONS

0' 4' 8' 16'

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916.440.6765.
sarah@ellis-architects.com

NEIGHBORWORKS - WINTERS

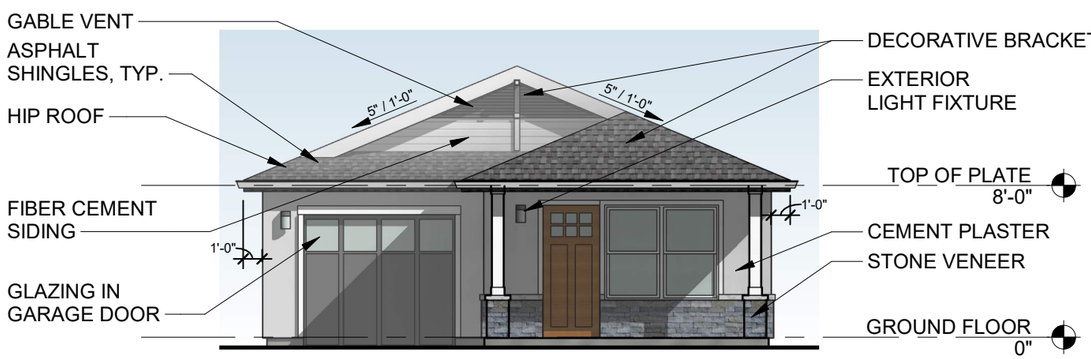
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2411 ALHAMBRA BLVD. STE. 200
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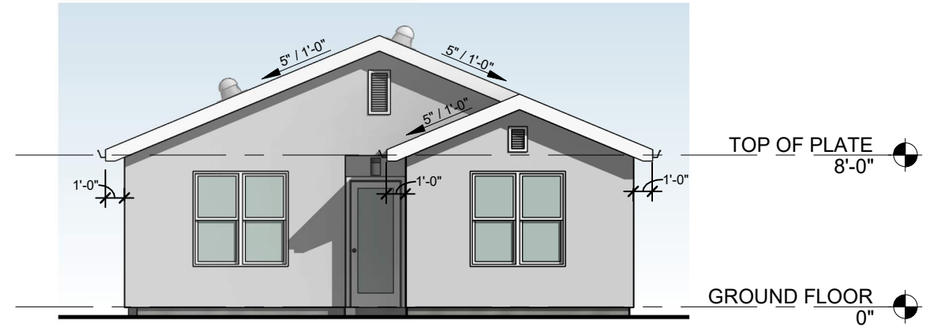
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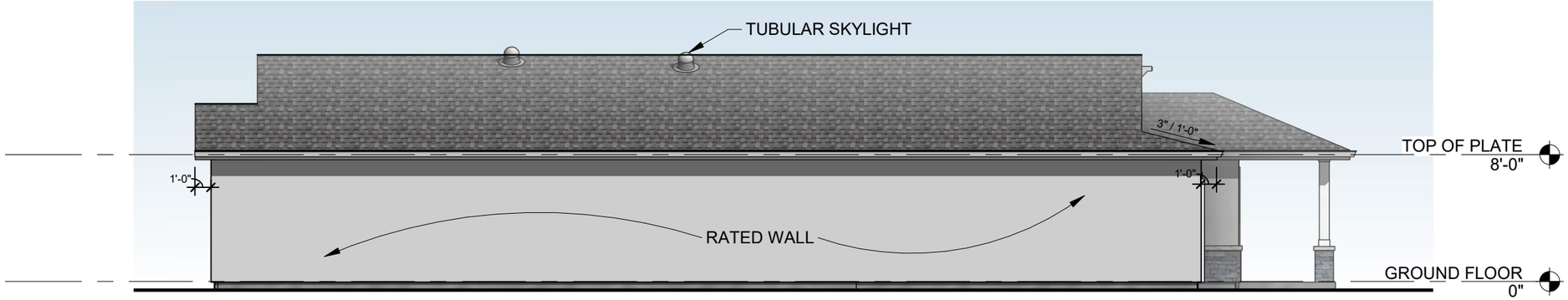
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1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



3 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



2 EXTERIOR ELEVATION - LEFT
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

3 BR - OPTION 1B - ELEVATIONS

0' 4' 8' 16'

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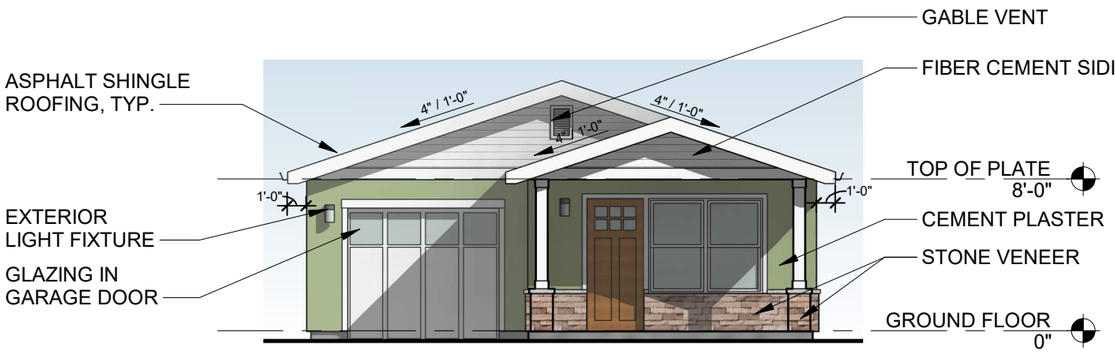
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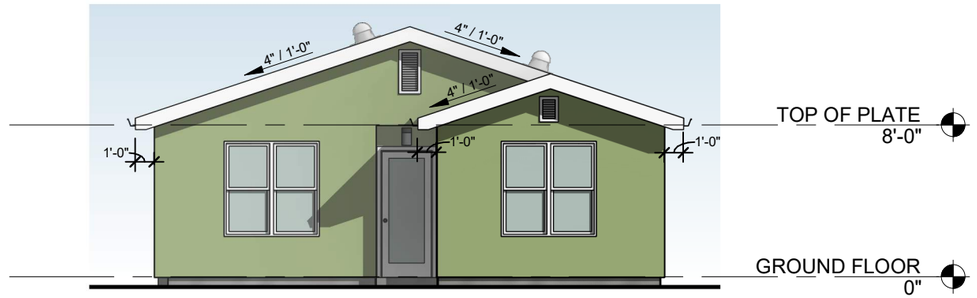
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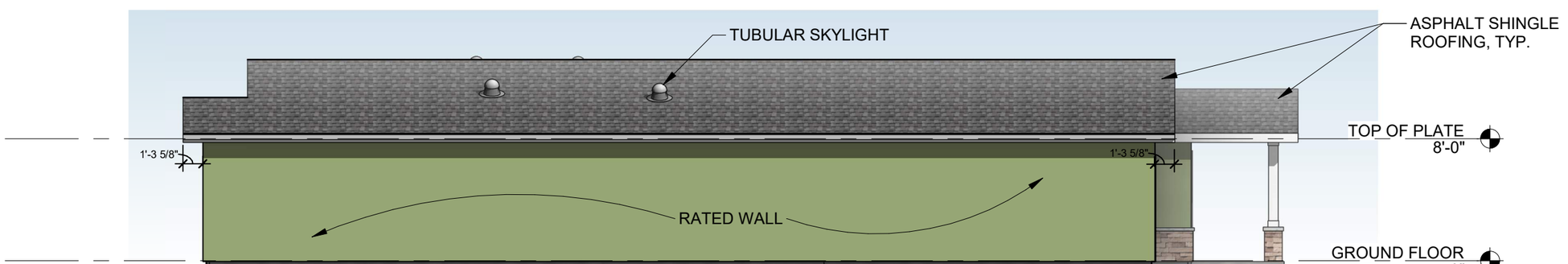
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1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

3 BR - OPTION 1C - ELEVATIONS

0' 4' 8' 16'

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NEIGHBORWORKS - WINTERS

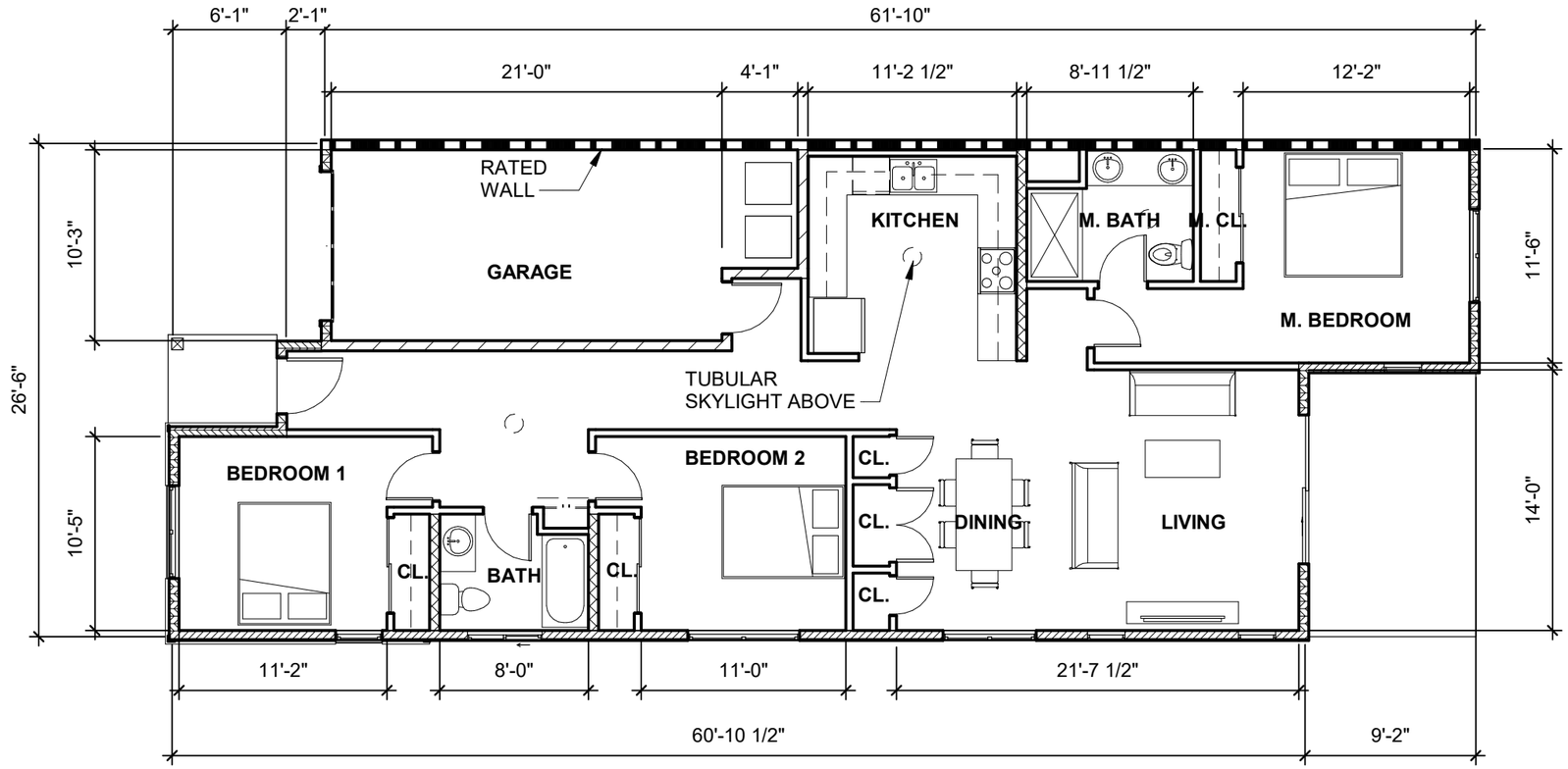
OWNER:
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1 GROUND FLOOR PLAN - 3 BR - OPTION 2

1/8" = 1'-0"

3-BR - OPTION 2

0' 4' 8' 16'

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NEIGHBORWORKS - WINTERS

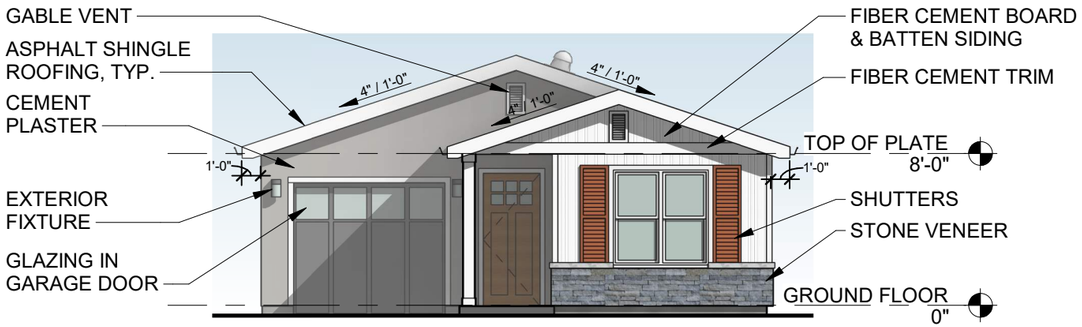
OWNER:
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2411 ALHAMBRA BLVD. STE. 200
SACRAMENTO, CA 95817

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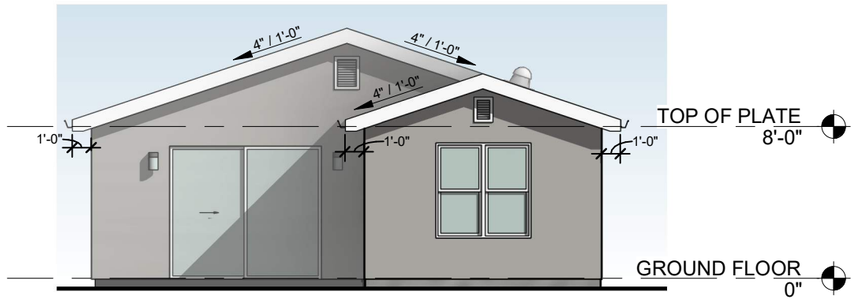
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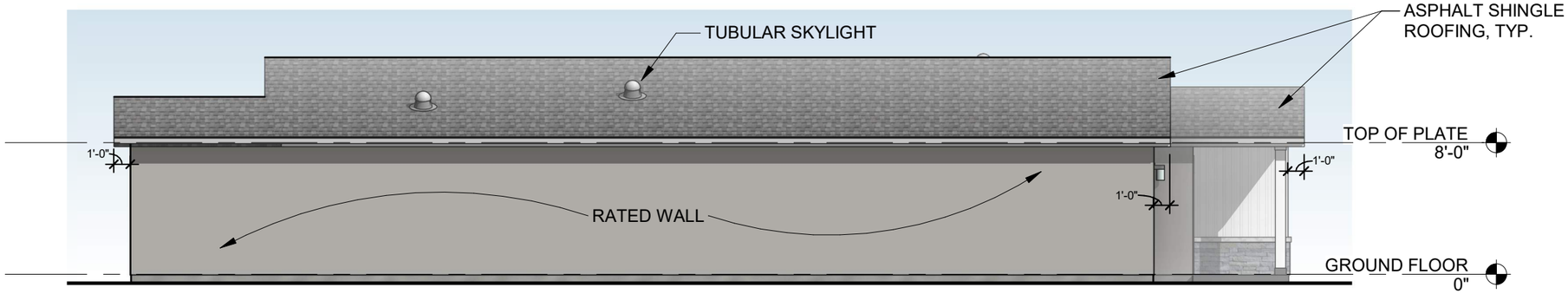
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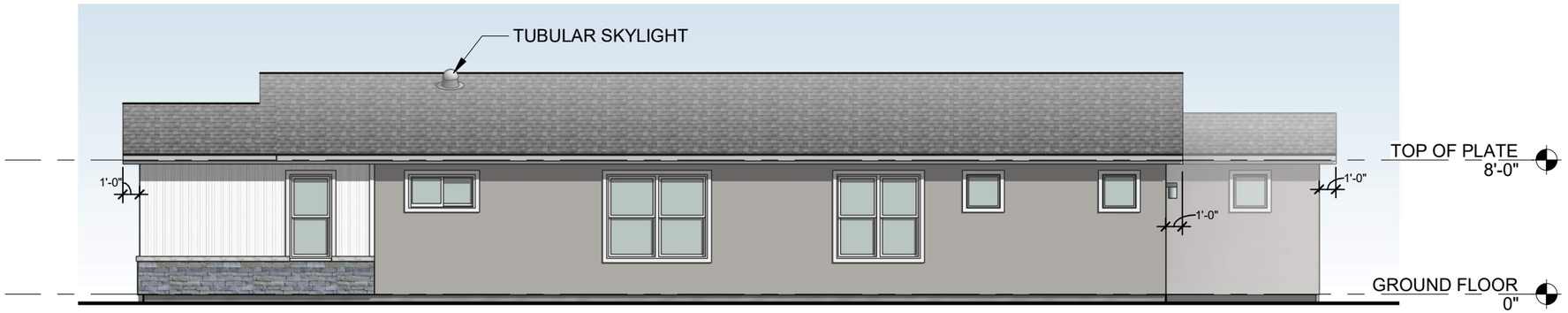
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1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

3 BR - OPTION 2A - ELEVATIONS

0' 4' 8' 16'

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sarah@ellis-architects.com

NEIGHBORWORKS - WINTERS

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2411 ALHAMBRA BLVD. STE. 200
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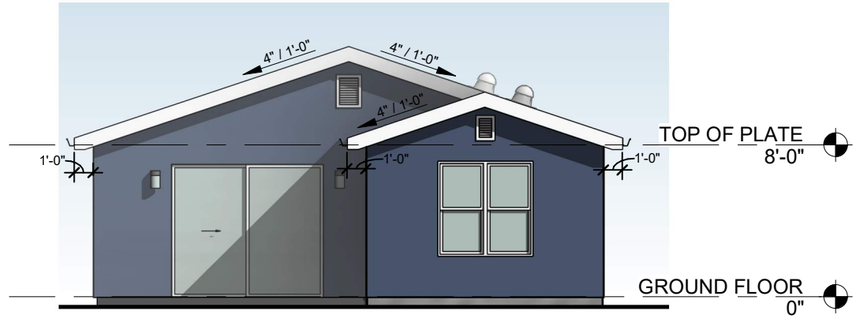
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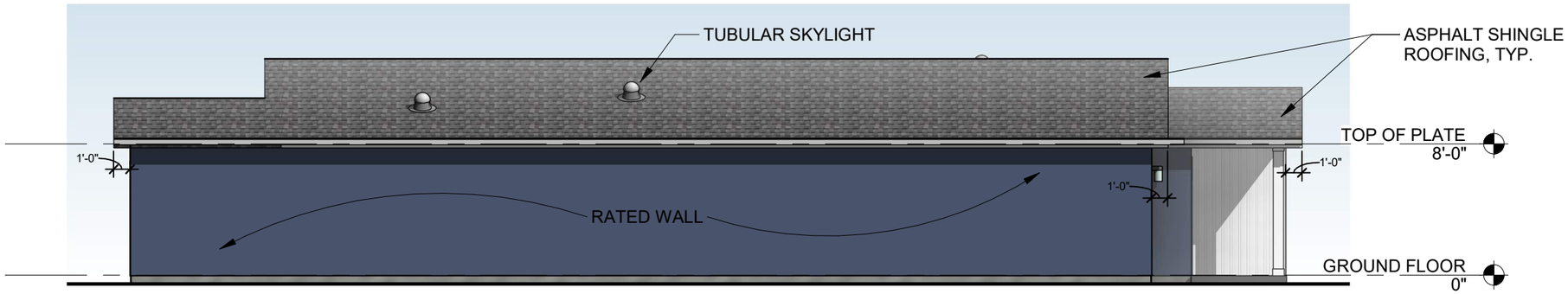
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1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

3 BR - OPTION 2B - ELEVATIONS

0' 4' 8' 16'

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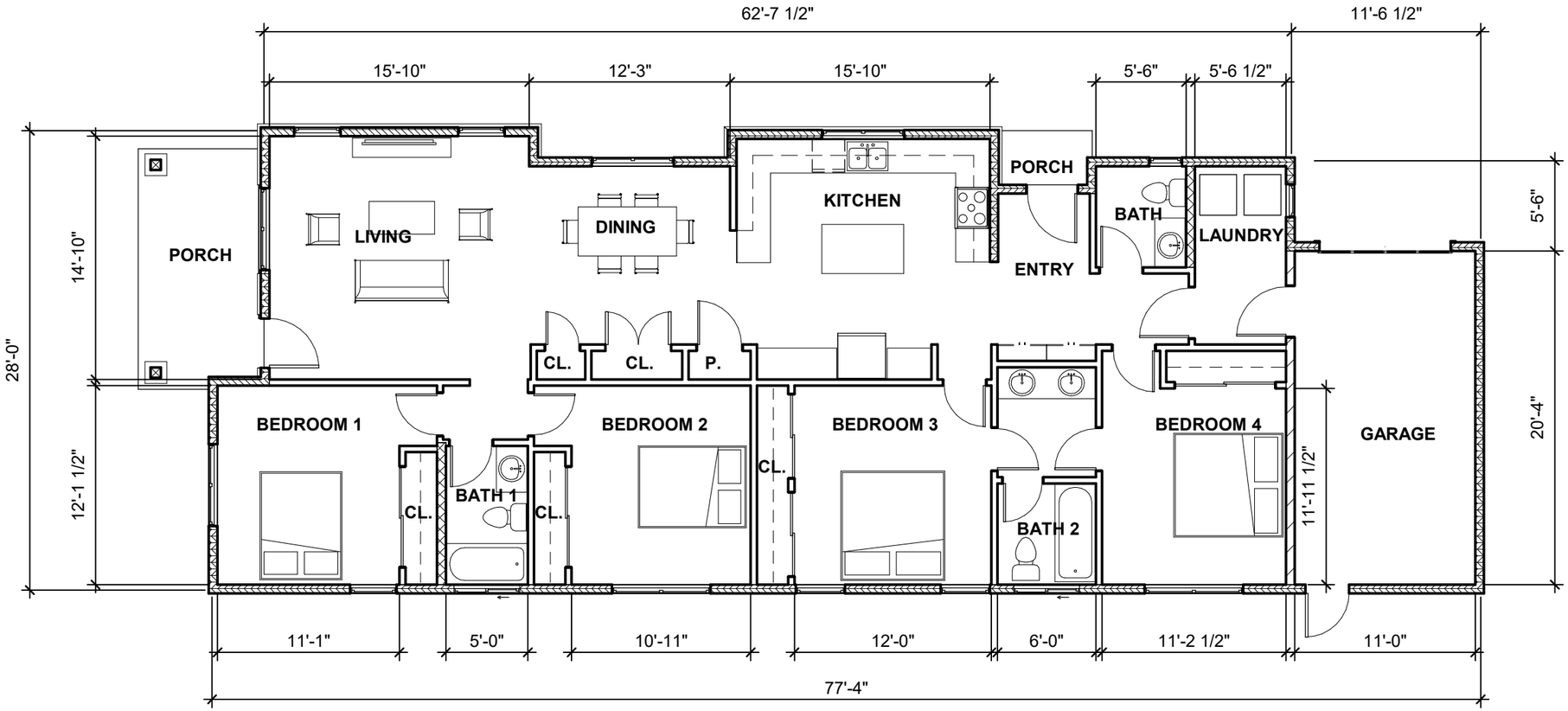
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1 GROUND FLOOR PLAN - 4-BR CORNER

1/8" = 1'-0"

4-BR - CORNER

0' 4' 8' 16'

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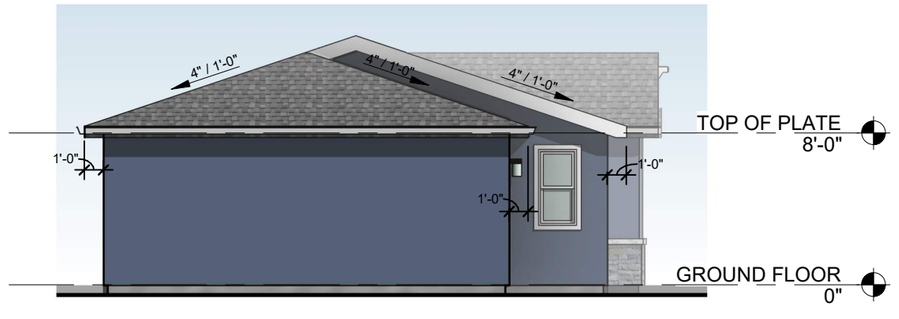
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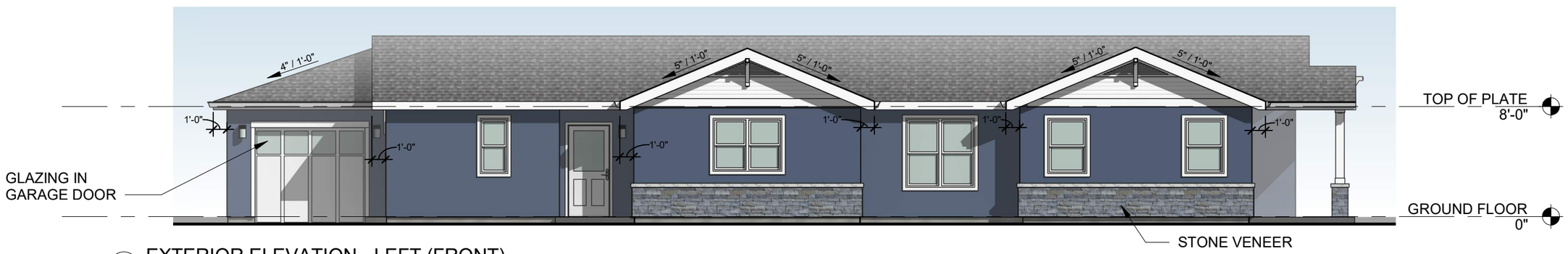
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1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT (FRONT)
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

4-BR - CORNER - OPTION 1A - ELEVATIONS

0' 4' 8' 16'

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NEIGHBORWORKS - WINTERS

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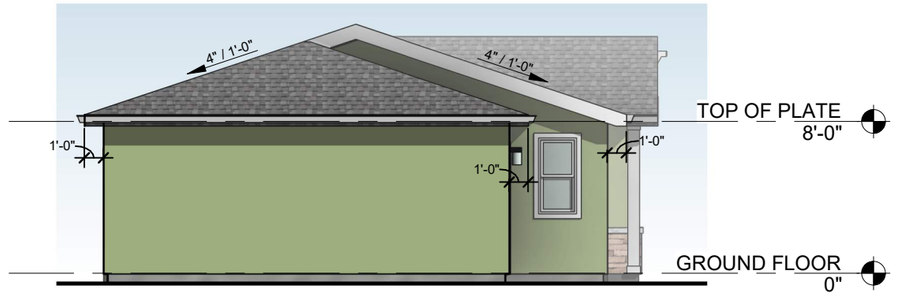
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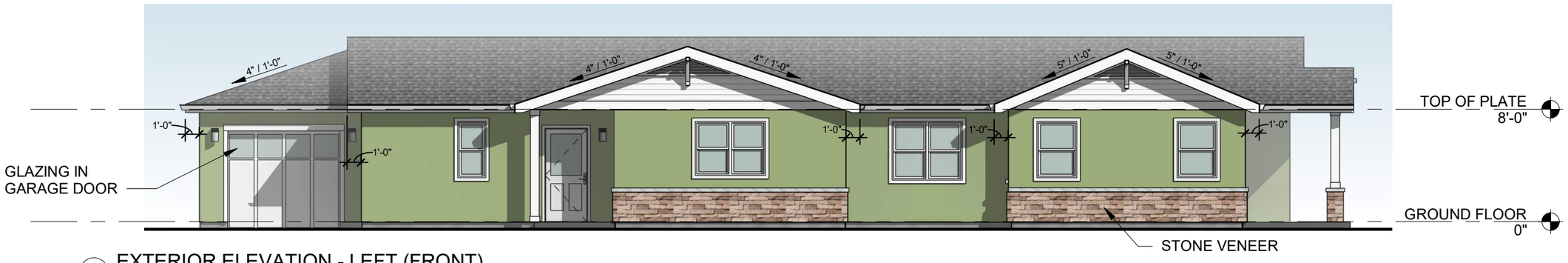
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1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT (FRONT)
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

4-BR - CORNER - OPTION 1B - ELEVATIONS

0' 4' 8' 16'

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NEIGHBORWORKS - WINTERS

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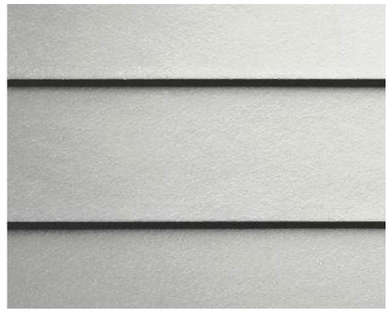


WEATHERED WOOD



PEWTER WOOD

FIBER CEMENT SIDING:





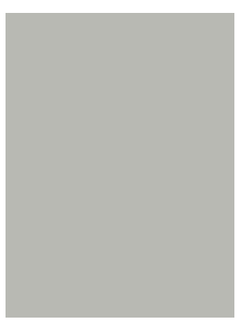
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SW 7636

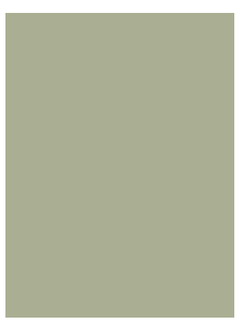
BODY AND SHUTTER COLORS:



ROOKWOOD GOLD
SW 2814



MARCH WIND
SW 7668



CLARY SAGE
SW 6178

ORIGAMI WHITE
SW 7636



DISTANCE
SW 6243

ENTRY DOOR STAIN:



LIGHT WALNUT

STONE VENEER:

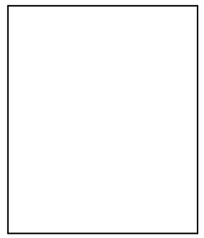


SHASTA - CORONADO



HURON - CORONADO

VINYL WINDOW COLOR:



STANDARD WHITE

GARAGE DOOR COLORS:

ORIGAMI WHITE
SW 7636



SUMMIT GRAY
SW 7669

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Planning Commission
Staff Report

To: Chair and Planning Commissioners

Date: October 25, 2022

From: Kirk Skierski, Senior Planner

Subject: Neighborworks Tentative Subdivision Map Time Extension

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Recommendation:
That the Planning Commission conduct a public hearing on the Neighborworks Tentative Subdivision Map Time Extension project and adopt Resolution 2022-15 thereby taking the following actions:

1. Recommend the City Council determine the proposed Neighborworks Tentative Subdivision Map Time Extension project to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 and Section 15061(b)(3) of the CEQA Guidelines; and

2. Recommend the City Council approve the Neighborworks Tentative Subdivision Map Time Extension project extending the Tentative Subdivision Map by 24-months subject to the draft conditions of approval.

Project Description:
The applicant is requesting a 24-month time extension of the Neighborworks Tentative Subdivision Map. The Neighborworks Subdivision proposes to subdivide a 2-acre parcel into 24 single-family lots intended to be sweat equity affordable units. The Neighborworks Tentative Subdivision Map was adopted under Council Resolution No. 2020-43 on August 18, 2020, which would expire on August 18, 2022, unless a time extension is approved by the City Council.

Location:
The project site is located within the Stones Throw Subdivision (Winters Highlands) south of Moody Slough Lane between Taylor Street and Wyatt Lane (APN: 030-220-061; no assigned address at this time). See Figure-1 below for a “Vicinity Map”.

Project Site Information:

General Plan Designation:	High Density Residential (HR)
Zoning District:	High Density Multi-Family Residential (R-4)
Parcel Size:	2.0 acres (~87,120 square feet)

Discussion/Analysis

Background:

As part of the Winters Highlands Subdivision currently under construction, the City received a dedication of a two (2) acre parcel, which is to be used for the construction of affordable housing. The parcel dedication was in addition to the in-lieu funds that are being paid by the developers for low and very low housing and the construction of the moderate units within the overall subdivision. Affordable, for sale housing is difficult to achieve in a state where housing costs are as high as they are in California. As part of determining options for the development of affordable housing in the Winters Highlands Subdivision, the City's Affordable Housing Steering Committee met and received presentations by NeighborWorks, a non-profit affordable housing developer, on two (2) occasions. In addition, staff has met and talked with NeighborWorks representatives on multiple occasions regarding the possibility of a "self-help" detached unit housing project, which would be targeted at "moderate" income level households in the Winters area. The Affordable Housing Steering Committee was favorable to the idea of beginning a negotiation with NeighborWorks to explore the feasibility of such a project on this location. NeighborWorks is unique to the region in performing "self-help" projects, which makes them an important resource in encouraging the affordability of homes for Winters' residents. Self-help projects are based on pre-approved homeowners investing time to help build their own house as a way to reduce costs and build pride of ownership in their new homes.

The City previously entered into an Exclusive Negotiation Agreement (ENA) with NeighborWorks to develop a Disposition and Development Agreement (DDA) with NeighborWorks for the construction of a 24-unit self-help affordable housing project for the property in January 2020. The ENA was extended in August of 2020, which expired. In June 2021, the City Council adopted Resolution No. 2021-39 approving another ENA with NeighborWorks for a term of six (6) months in order to secure adequate financing. On August 2, 2022, the City County adopted Resolution 2022-74 extending the ENA for another six months.

The Neighborworks Tentative Subdivision Map proposes to subdivide a 2-acre parcel into 24 single-family lots intended to be sweat equity affordable units. The lots will be developed with one-story, three- and four-bedroom homes, varying in size from 1,360 to 1,735 square feet in size. Each of the homes will have a one-car garage. The homes will all be income-restricted affordable. Homebuyers will be expected to assist (sweat equity) in the construction of each of the homes thereby reducing their costs. The tentative map will create 24 lots ranging in size from 3,417 to 5,792 square feet. Houses will be placed on the lots with garages abutting each other. Abutting the garages will allow one (1) on-street parking space for each lot. Figure-1 below provides a Vicinity Map and Figure-2 below shows the approved tentative map.

Figure-1 Vicinity Map

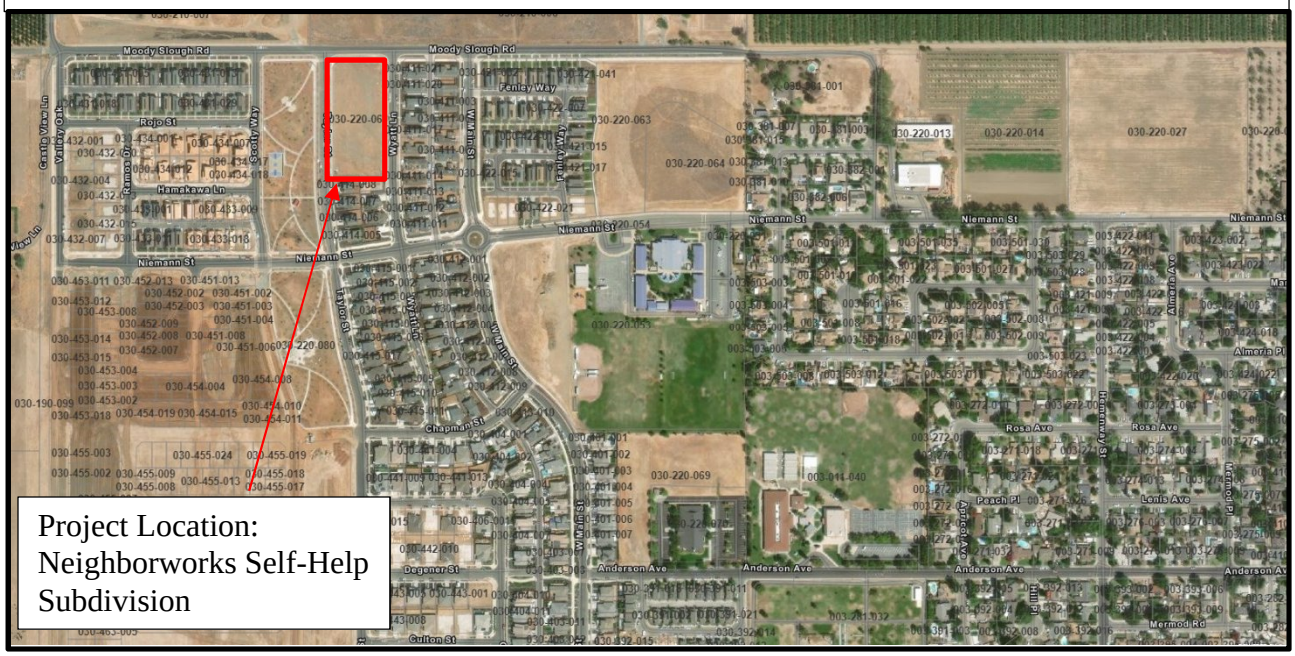
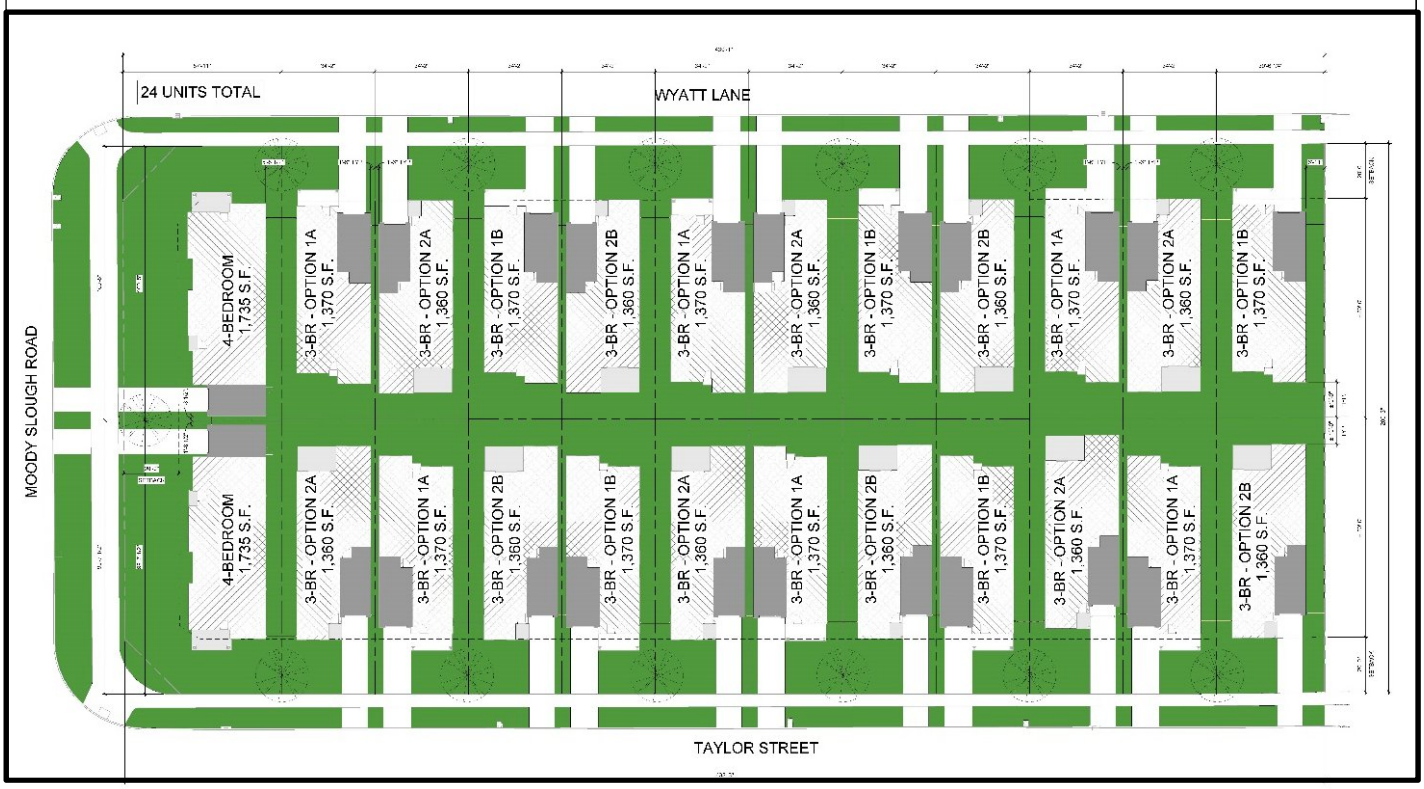


Figure-2 Neighborworks Self-Help Subdivision



Project Description:
The applicant is requesting a 24-month time extension of the Neighborworks Tentative Subdivision Map. Should the 24-month time extension be approved, the Neighborworks Tentative Subdivision Map would expire on August 18, 2024, unless another time extension is approved in accordance with Winters Municipal Section 16.01.130. Winters Municipal Code Section 16.01.130, Extensions, provide the provisions applicable to Tentative Subdivision Map time extensions. Winters Municipal Code Section 16.01.130.D allows for tentative maps to be extended a total of five (5) years. Following the Planning Commission's review and consideration of the Neighborworks Tentative Subdivision Time Extension project, the City Council would be the final review authority of the time extension request.

Environment Analysis:
Staff recommends that the proposed project be determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332, Infill Development, which applies to projects characterized as in-fill development that meets the following criteria:

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

- The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

- The project site has no value as habitat for endangered, rare, or threatened species.

- Approval the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

- The site can be adequately served by all required utilities and public services.

In addition, staff recommends that the proposed project be determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). On August 18, 2020, the City Council determined the Neighborworks Tentative Subdivision Map to be categorically exempt from CEQA pursuant to Section 15332. The proposed Neighborwork Tentative Subdivision Map Time Extension Project is only requesting a 24-month extension to the tentative subdivision map expiration and no other changes are proposed to the previously approved project.

The Planning Commission and City Council must consider the proposed CEQA exemptions together with any comments received during the public review process. Further, the exemption can only be approved if the Commission and 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 October 12, 2022. An affected property owner notice was mailed to properties within 300 feet of the project site on October 13, 2022. No public comments have been received at the time this staff report was published.

Staff Recommendation:
Staff is recommending that the Planning Commission conduct a public hearing on the Neighborworks Tentative Subdivision Map Time Extension project and adopt Resolution 2022-15 thereby taking the following actions:

1. Recommend the City Council determine the proposed Neighborworks Tentative Subdivision Map Time Extension project to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 and Section 15061(b)(3) of the CEQA Guidelines; and

2. Recommend the City Council approve the Neighborworks Tentative Subdivision Map Time Extension project subject to the draft conditions of approval.

Recommended Motion:
I move to adopt PC Resolution 2022-15, a Resolution of the Planning Commission of the City of Winters, recommending the City Council approve the Neighborworks Tentative Subdivision Map Time Extension project and recommending the City Council determine the project exempt from CEQA.

Alternatives:
None recommended by staff.

Attachments:
1. Resolution No. 2022-15
    a. Exhibit A: Draft Conditions of Approval
2. Neighborworks Tentative Subdivision Map
3. August 18, 2020, Neighborworks Tentative Subdivision Map City Council Staff Report

Planning Commission Resolution No. 2022 – 15

A Resolution of the Planning Commission of the City of Winters Recommending the City Council Approve the Neighborworks Tentative Subdivision Map Time Extension for 24-months Located at APN: 030-220-061 Within the R-4 Zoning District and Recommending Findings of CEQA Exemptions

Whereas, on August 18, 2022, Frank Pasquale with Neighborworks, applied for a Tentative Subdivision Map Time Extension application to allow for a 24-month time extension of the Neighborworks Tentative Subdivision Map located at APN: 030-220-061; and

Whereas, the Neighborworks Tentative Subdivision Map was originally approved by the City Council on August 18, 2020, with adoption of Council Resolution 2020-43 with an initial expiration date of August 18, 2022; and

Whereas, Winters Municipal Code Section 16.01.130.D allows for tentative maps to be extended for a period of no more than five (5) years; and

Whereas, a notice of public hearing for the project was published in the *Winters Express* on October 12, 2022; and

Whereas, in accordance with Winters Municipal Code Section 16.01.130.B and Section 16.01.090.D, an affected property owners notice was mailed to adjacent property owners within 300 feet of the project location on October 13, 2022; and

Whereas, the City of Winters Planning Commission held a duly noticed public hearing on October 25, 2022, to consider the proposed project; and

Whereas, the Planning Division presented its oral and written staff report on the proposed project at a regular meeting of the Planning Commission on October 25, 2022; and

Whereas, there have been no significant changes in the project, no significant changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects; and

Whereas, the Planning Division recommended the project be determined categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 and 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there would not be any significant impacts to the environment resulting from the project; and

Whereas, the Planning Division recommended approval of the proposed project subject to the conditions of approval provided in Exhibit A to this resolution attached hereto and incorporated herein; and

Whereas, on October 25, 2022, the Planning Commission held a public hearing on the project to receive oral and written testimony and written prior to reaching its decision.

Now, Therefore Be It Resolved that the Planning Commission recommends the City Council approve the Neighborworks Tentative Subdivision Map Time Extension project to allow for a 24-month time extension of the Neighborworks Tentative Subdivision Map located at APN: 030-220-061 within the R-4 zoning district subject to the conditions of approval contained in Exhibit A; and

Be it Further Resolved that the Planning Commission, based on the evidence in the record, recommends the City Council determine the project to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 (Infill Development) and Section 15061(b)(3) of the CEQA Guidelines.

It is hereby certified that the foregoing Planning Commission Resolution No. 2022-15 was duly adopted on a motion by Commissioner _____ and seconded by Commissioner _____, at a regular meeting of the City of Winters Planning Commission held on the 25th day of October 2022, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Gregory Contreras, Chairperson

Attest:

_____
Ellena Branson, Planning Commission Secretary

Planning Commission Resolution No. 2022 – 15
Exhibit "A"

Draft Conditions of Approval

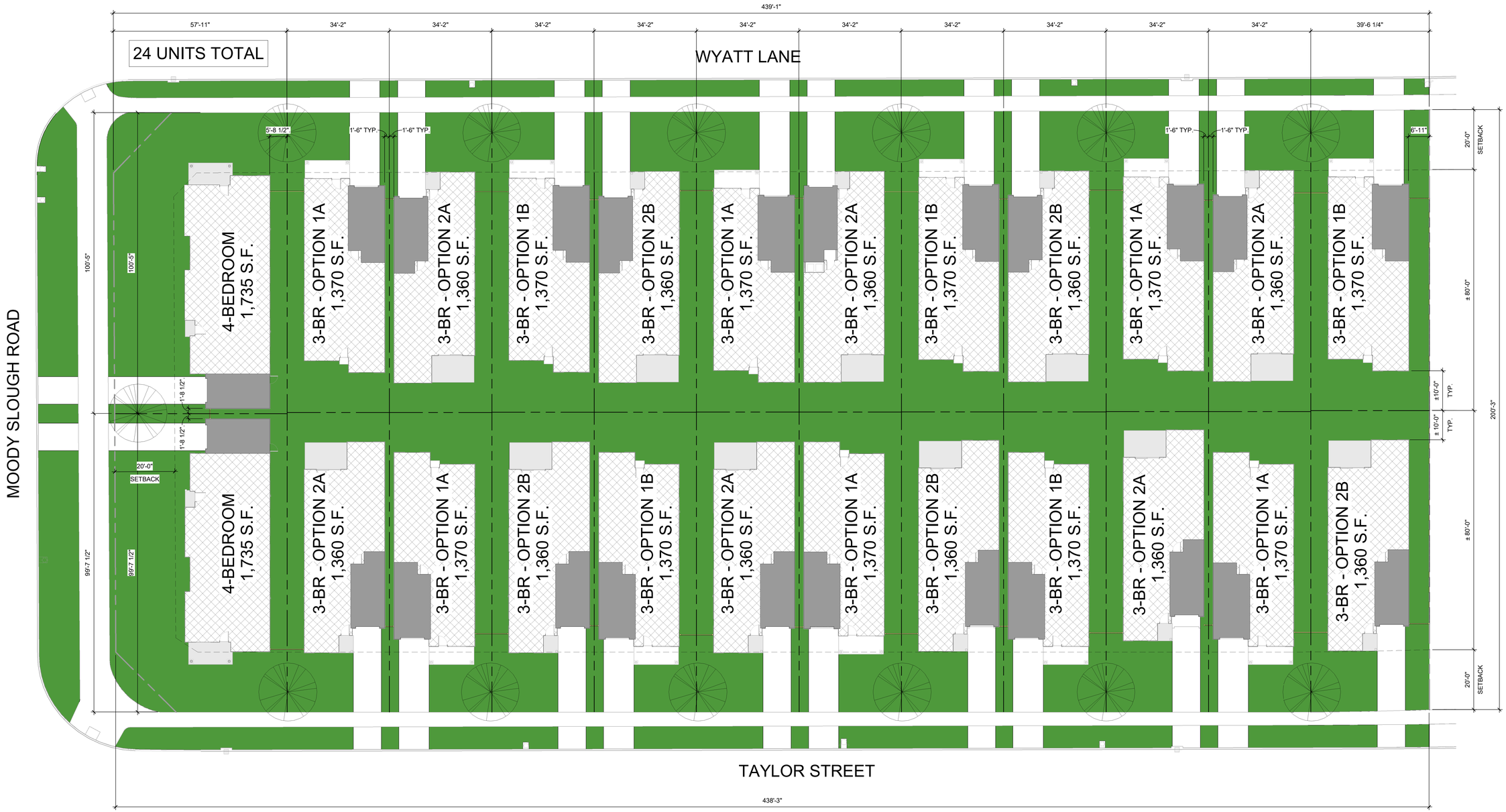
General Conditions of Approval

1. A 24-month time extension is approved for the Neighborworks Tentative Subdivision, which proposes to subdivide a 2-acre parcel into 24 single-family lots located at APN: 030-220-061, as approved by the Planning Commission on October 25, 2022, shall be on file in the Community Development Department. The Neighborworks Tentative Subdivision Map shall now expire on August 18, 2024. The applicant is responsible for complying with all conditions of approval and providing evidence to the Community Development Director of compliance with each condition.

2. The effective date of approval shall be October 25, 2022, unless the approval is appealed to the City Council by 5:00pm on November 4, 2022.

3. The applicant shall comply with all previous approvals, conditions of approval, and mitigations measures for the Neighborworks Tentative Subdivision Map.

4. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expenses in any such claim, action, or proceeding to attach, set aside, void, or annul an 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 applicant shall defend such action at applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicant 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 of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the applicant in good faith approves the settlement, and the settlement imposes direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning Commission, any advisory agency to the City, local district, and the City Council.



1 SITE PLAN - 24 UNITS
1/16" = 1'-0"

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4132 C STREET
SACRAMENTO, CA 95819
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NEIGHBORWORKS - WINTERS

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SHEET NO.

1

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4 BR | 3 BR TYPE 2A | 3 BR TYPE 1A | 3 BR TYPE 2B | 3 BR TYPE 1B | 3 BR TYPE 2A | 3 BR TYPE 1C | 3 BR TYPE 2B | 3 BR TYPE 1B | 3 BR TYPE 2A | 3 BR TYPE 1A | 3 BR TYPE 2B

1 TAYLOR STREET ELEVATION
1/16" = 1'-0"



4 BR | 4 BR

2 MOODY SLOUGH ROAD ELEVATION
1/16" = 1'-0"



5 VIEW DOWN TAYLOR STREET



4 VIEW DOWN WYATT LANE



3 BR TYPE 1B | 3 BR TYPE 2A | 3 BR TYPE 1C | 3 BR TYPE 2B | 3 BR TYPE 1B | 3 BR TYPE 2A | 3 BR TYPE 1A | 3 BR TYPE 2B | 3 BR TYPE 1B | 3 BR TYPE 2A | 3 BR TYPE 1A | 4 BR

3 WYATT LANE ELEVATION
1/16" = 1'-0"

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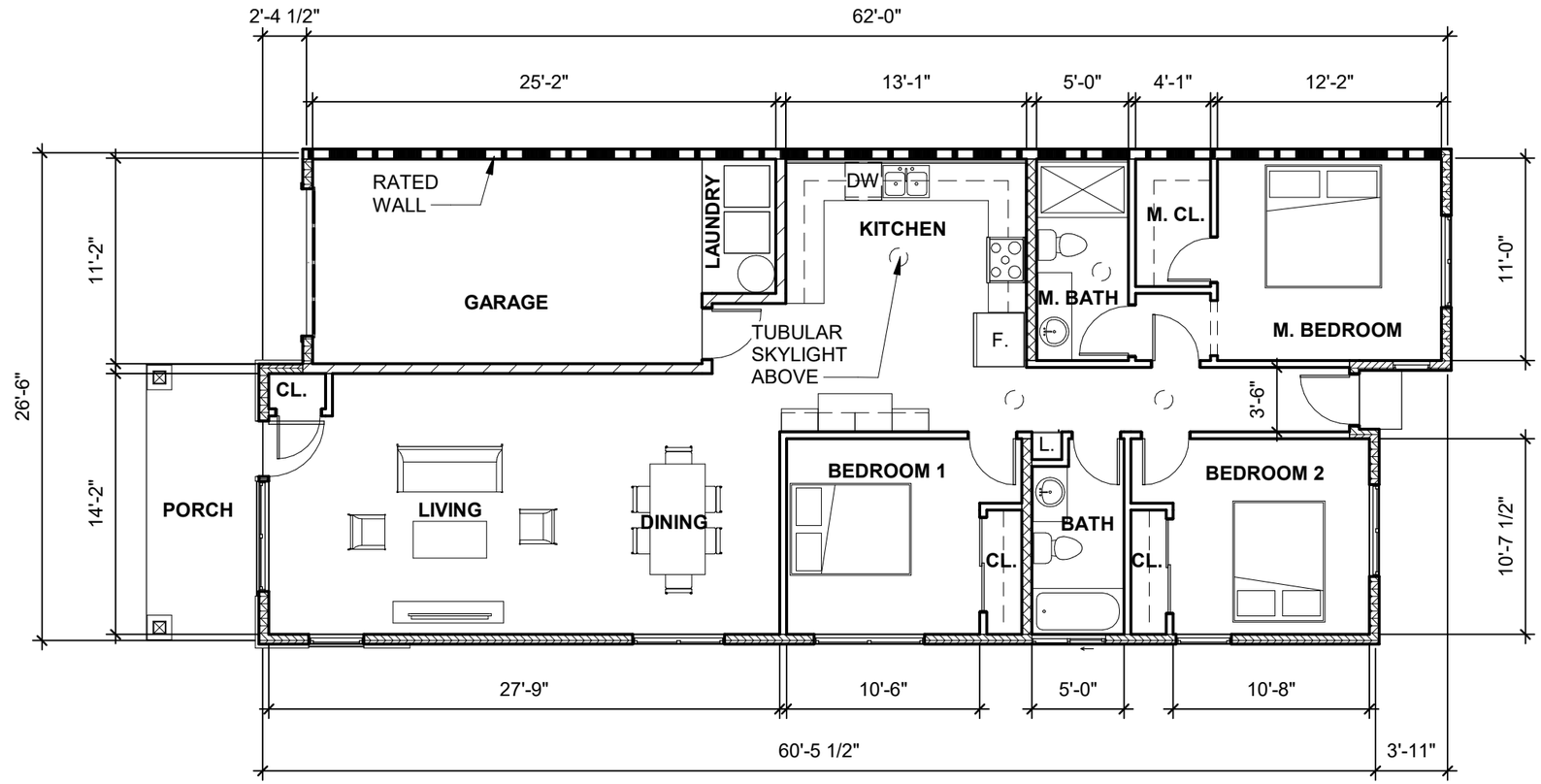
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2

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1 GROUND FLOOR PLAN - 3-BR - OPTION 1

1/8" = 1'-0"

3-BR - OPTION 1

0' 4' 8' 16'

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sarah@ellis-architects.com

NEIGHBORWORKS - WINTERS

OWNER:

NEIGHBORWORKS HOMEOWNERSHIP CENTER SACRAMENTO
2411 ALHAMBRA BLVD. STE. 200
SACRAMENTO, CA 95817

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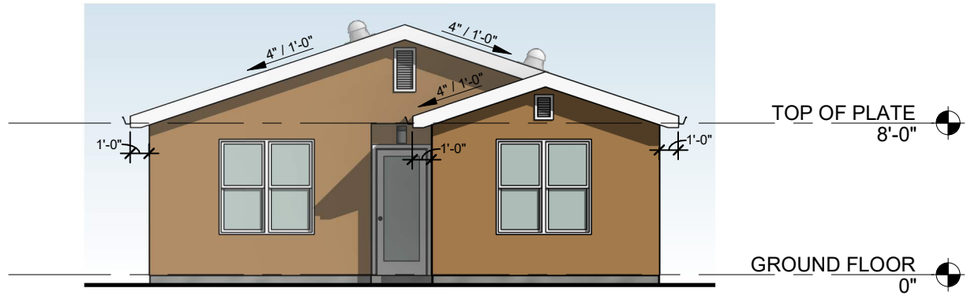
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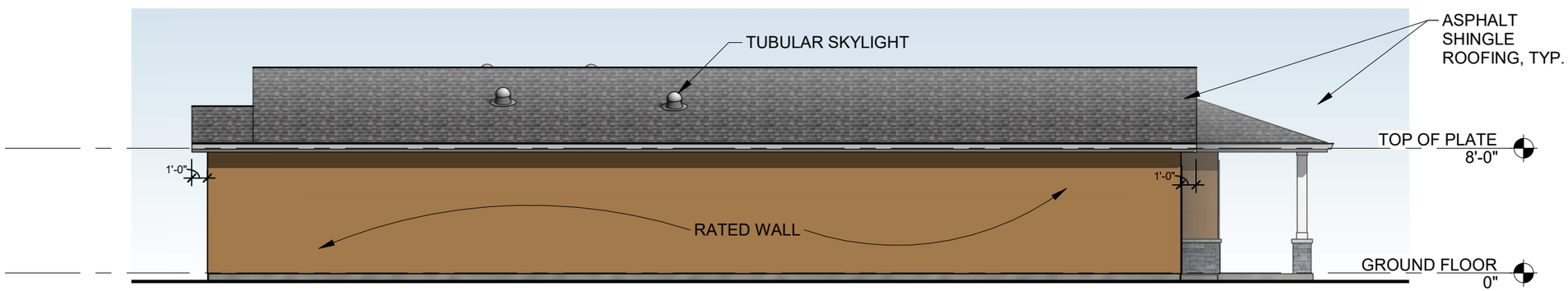
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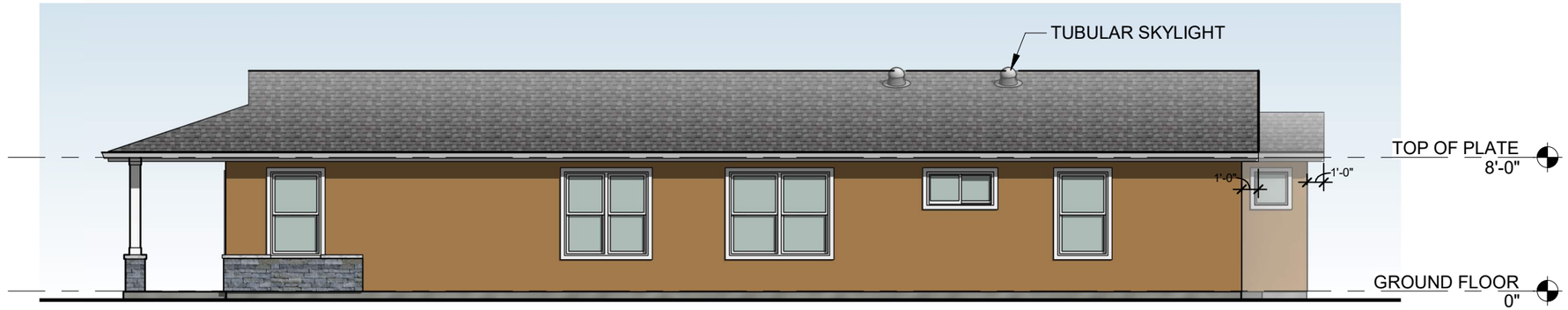
1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

3 BR - OPTION 1A - ELEVATIONS

0' 4' 8' 16'

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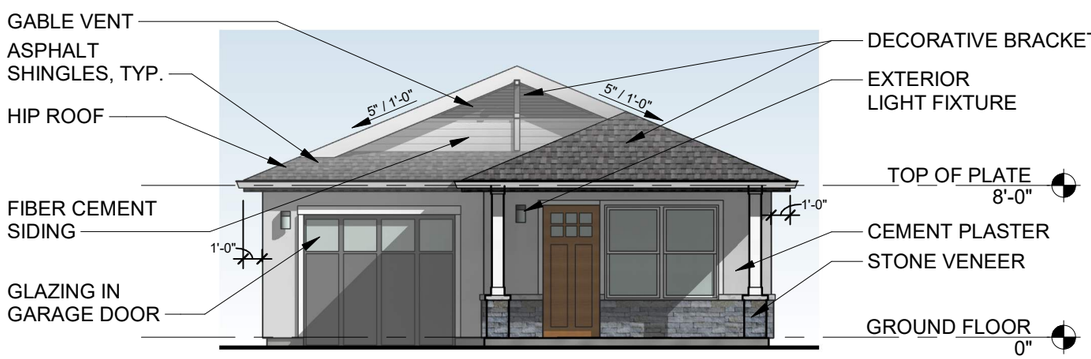
OWNER:
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2411 ALHAMBRA BLVD. STE. 200
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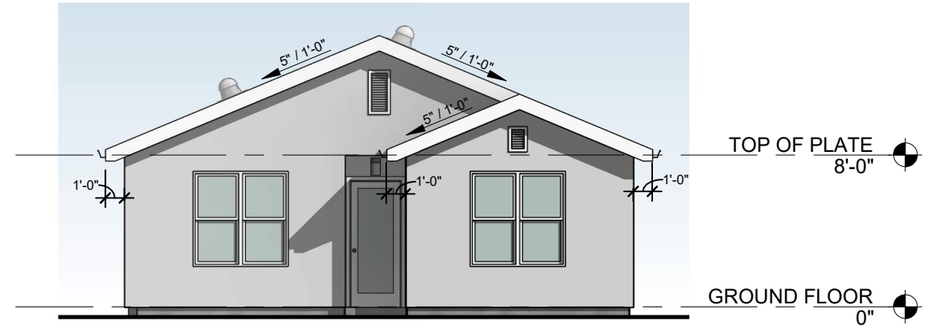
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3-1A

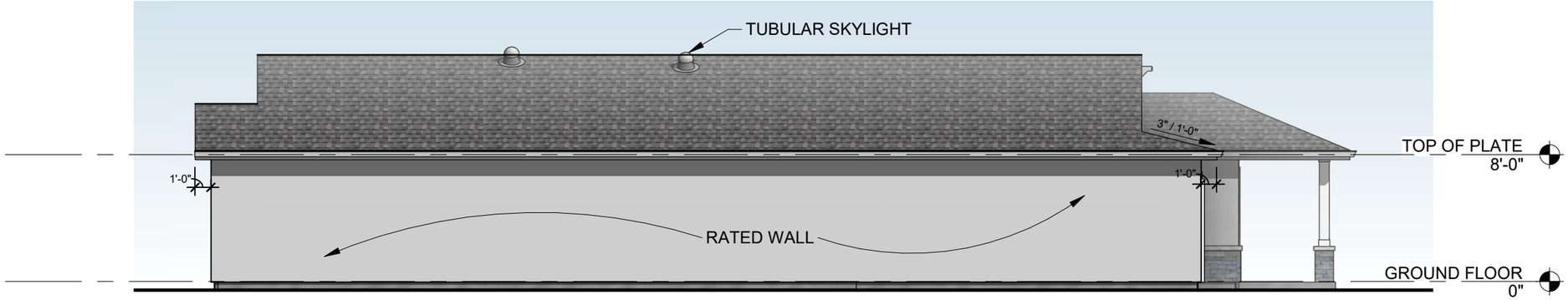
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1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



3 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



2 EXTERIOR ELEVATION - LEFT
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

3 BR - OPTION 1B - ELEVATIONS

0' 4' 8' 16'

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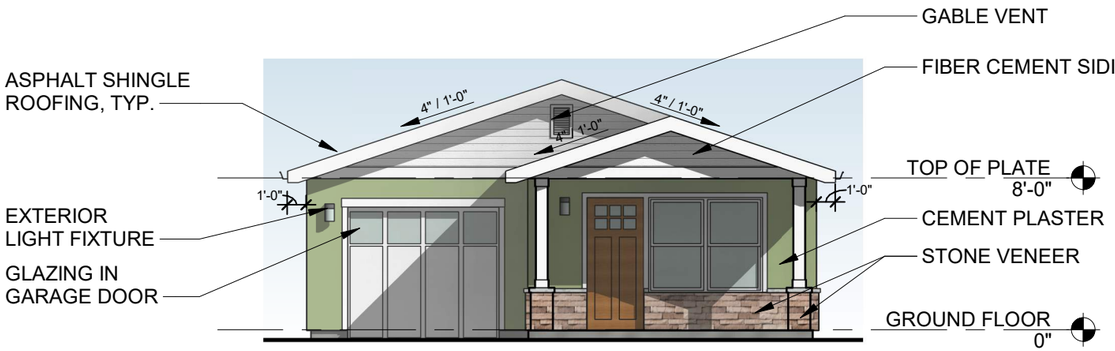
OWNER:
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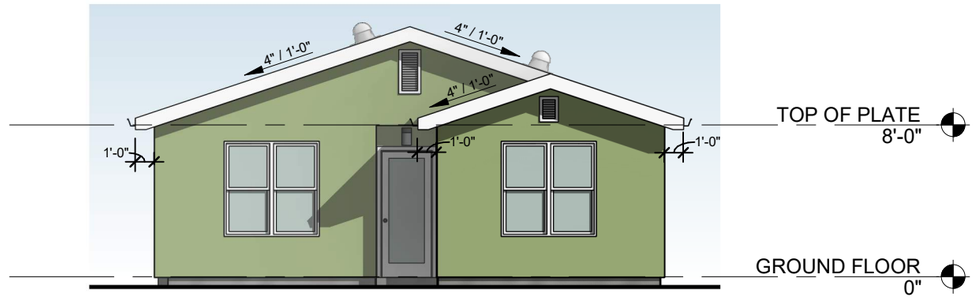
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3-1B

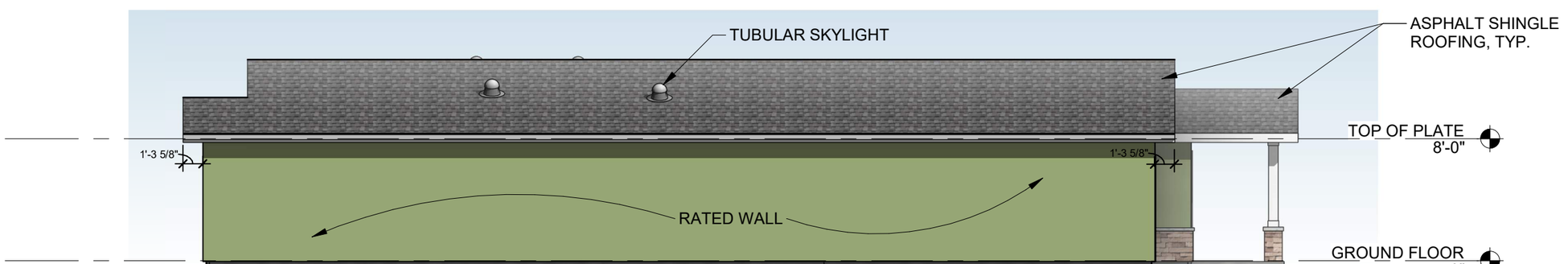
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1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

3 BR - OPTION 1C - ELEVATIONS

0' 4' 8' 16'

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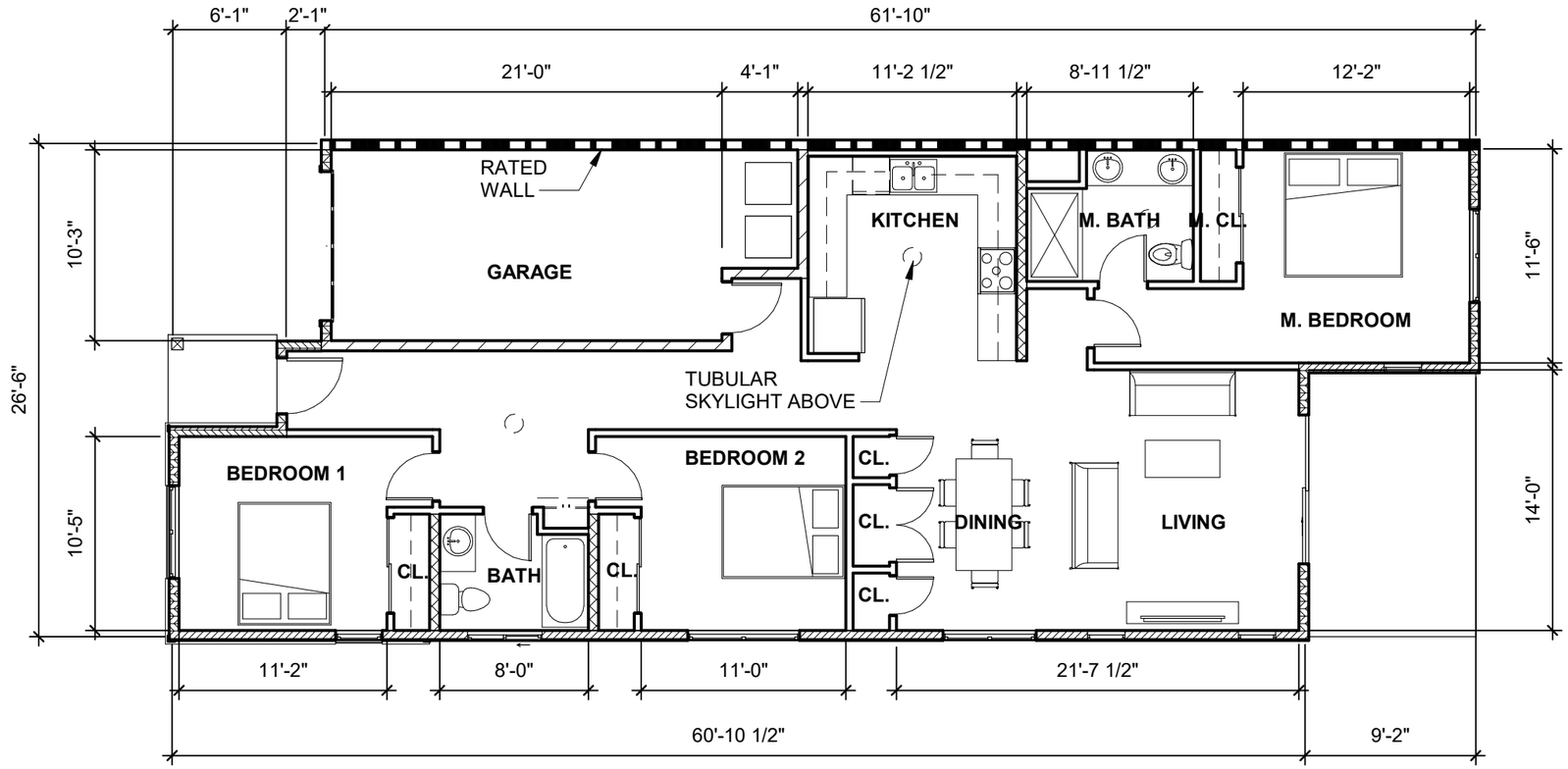
OWNER:
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3-1C

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1 GROUND FLOOR PLAN - 3 BR - OPTION 2

1/8" = 1'-0"

3-BR - OPTION 2

0' 4' 8' 16'

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OWNER:

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SACRAMENTO, CA 95817

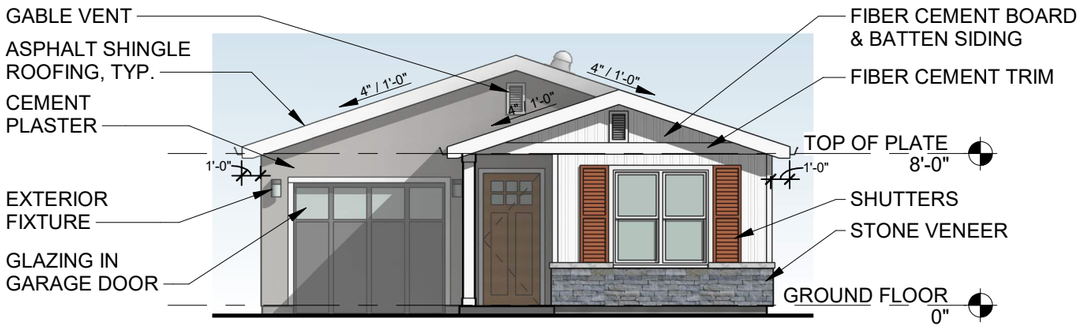
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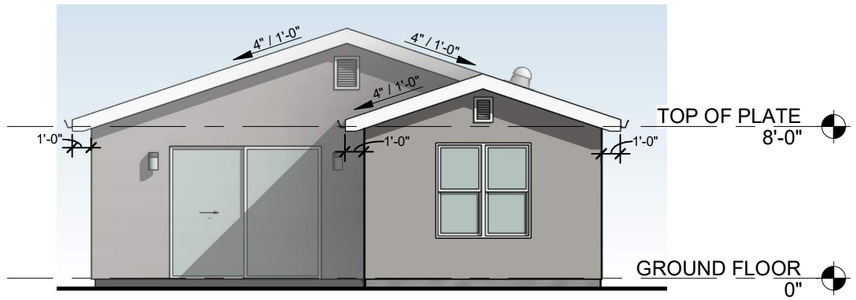
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3-2

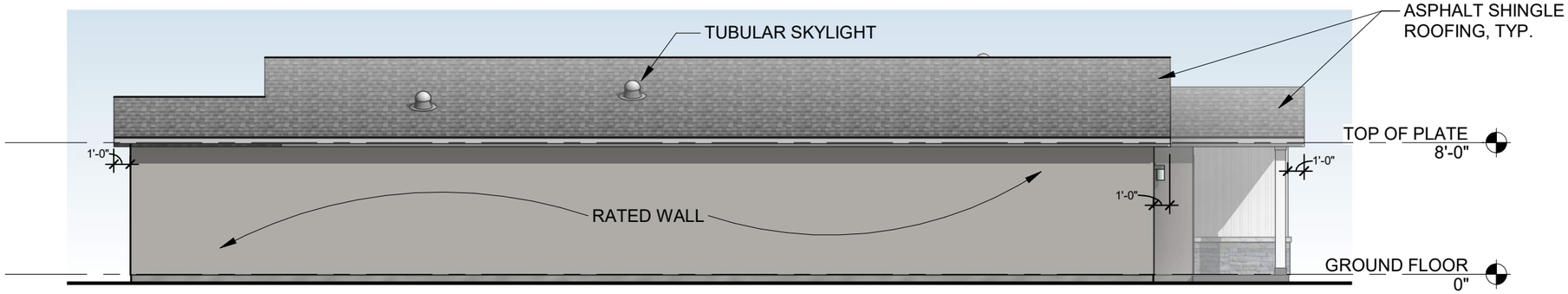
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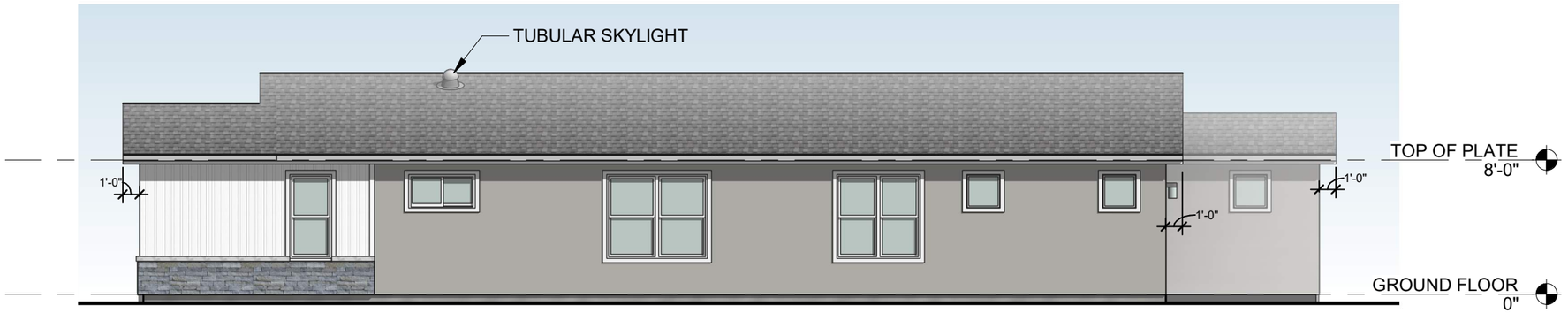
1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

3 BR - OPTION 2A - ELEVATIONS

0' 4' 8' 16'

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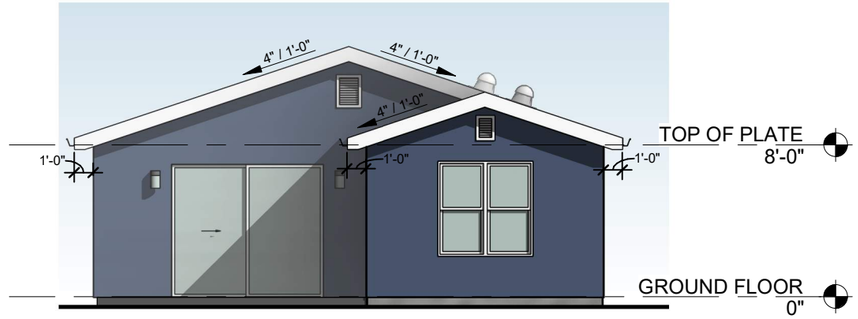
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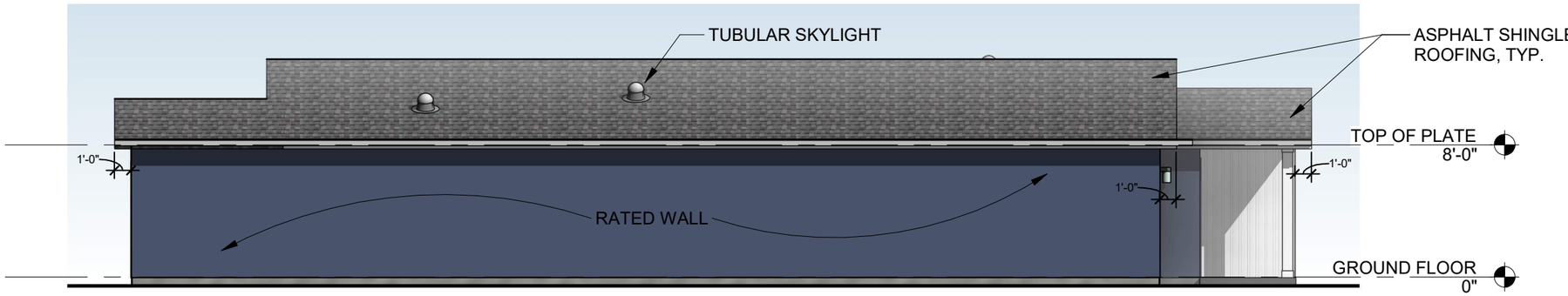
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1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

3 BR - OPTION 2B - ELEVATIONS

0' 4' 8' 16'

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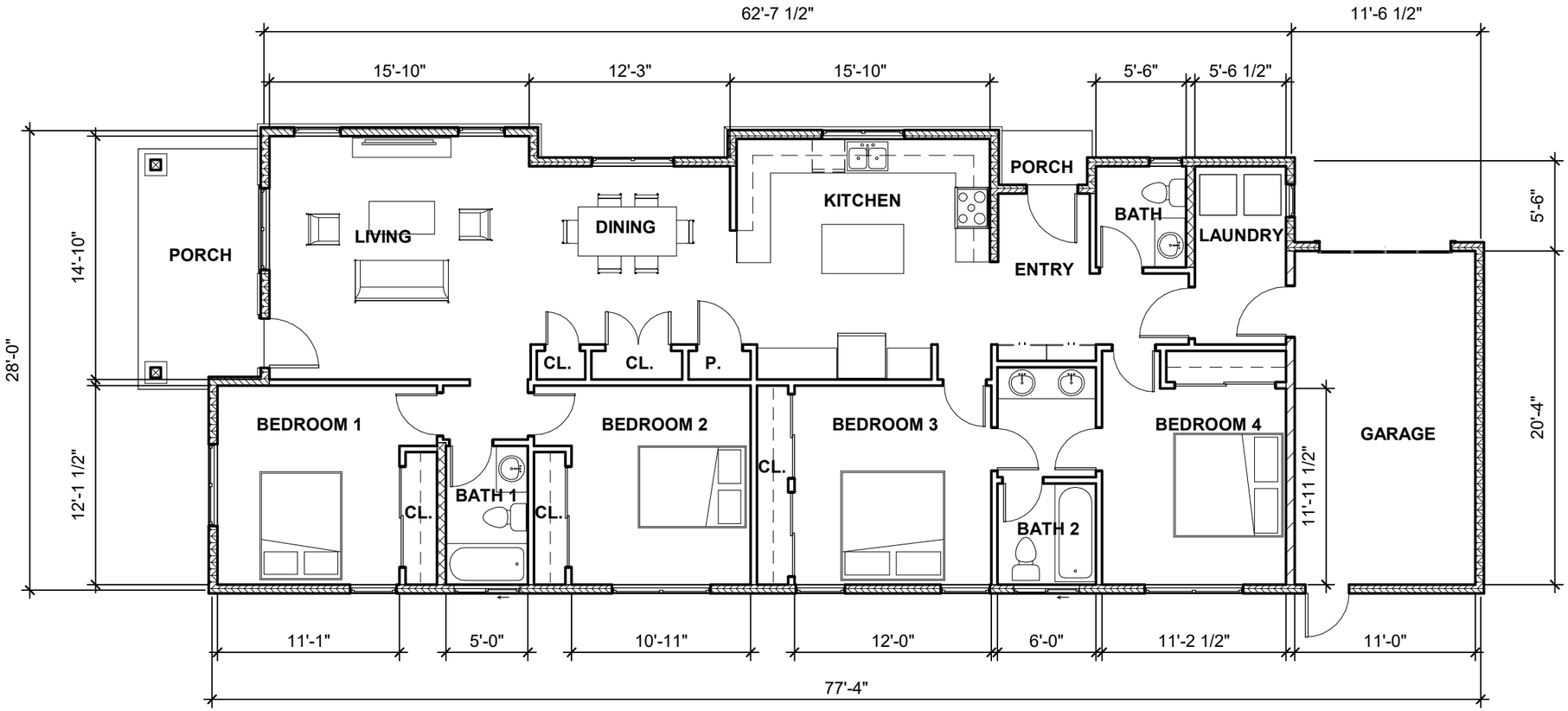
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1 GROUND FLOOR PLAN - 4-BR CORNER
1/8" = 1'-0"

4-BR - CORNER

0' 4' 8' 16'

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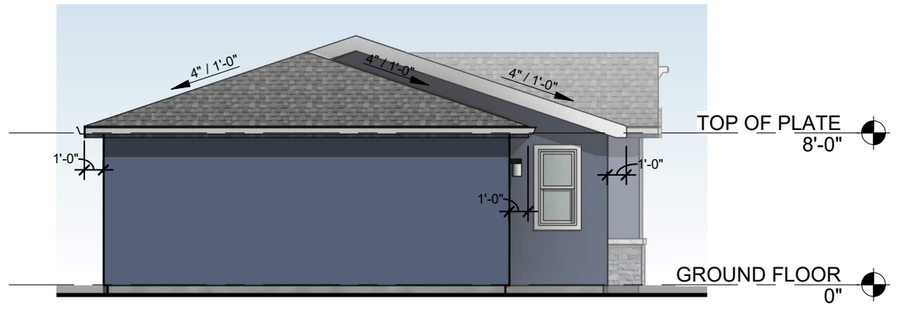
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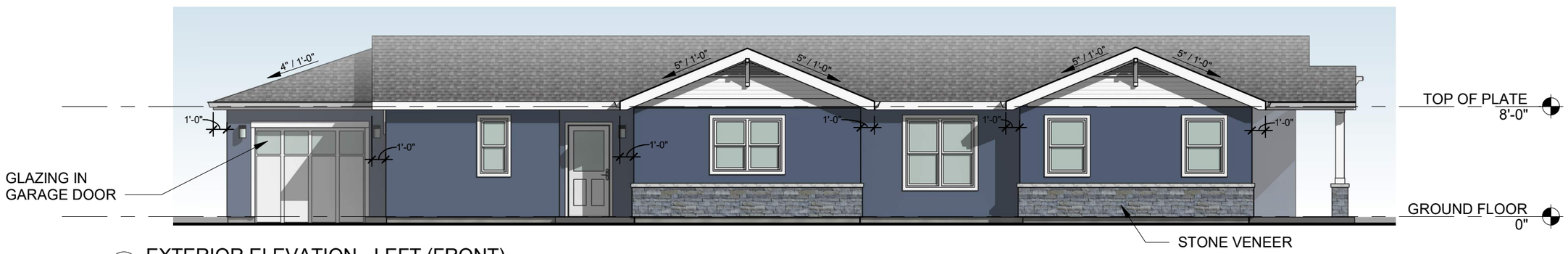
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1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT (FRONT)
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

4-BR - CORNER - OPTION 1A - ELEVATIONS

0' 4' 8' 16'

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NEIGHBORWORKS - WINTERS

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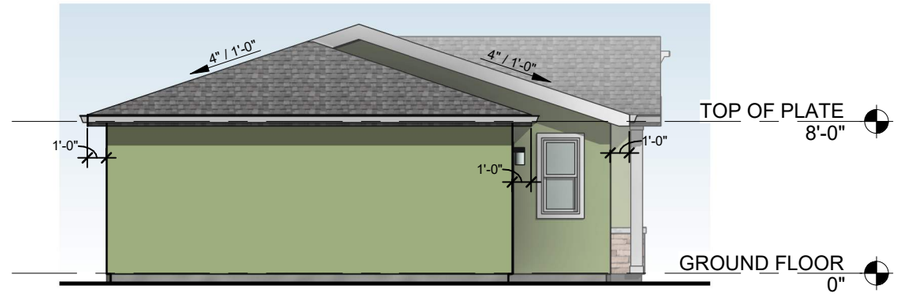
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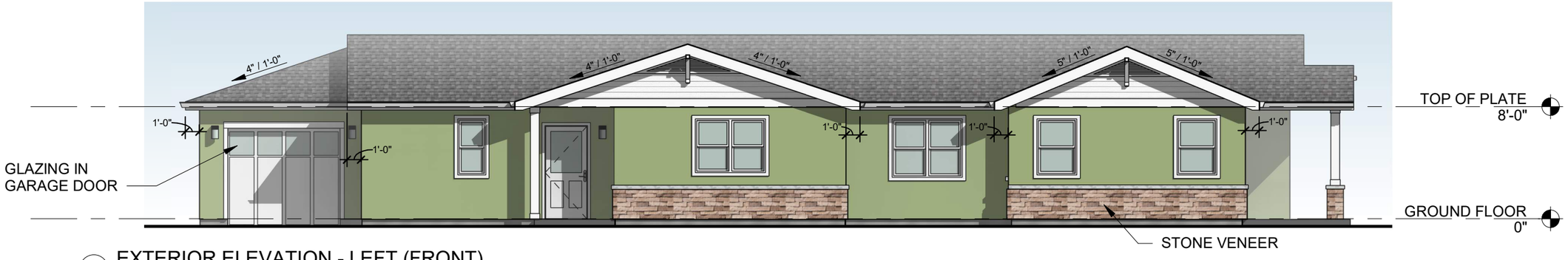
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1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"



2 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



3 EXTERIOR ELEVATION - LEFT (FRONT)
1/8" = 1'-0"



4 EXTERIOR ELEVATION - RIGHT
1/8" = 1'-0"

4-BR - CORNER - OPTION 1B - ELEVATIONS

0' 4' 8' 16'

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4132 C STREET
SACRAMENTO, CA 95819
916.440.6765.
sarah@ellis-architects.com

NEIGHBORWORKS - WINTERS

OWNER:
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ASPHALT SHINGLE ROOFING:

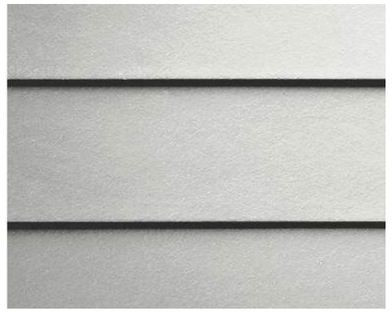


WEATHERED WOOD



PEWTER WOOD

FIBER CEMENT SIDING:





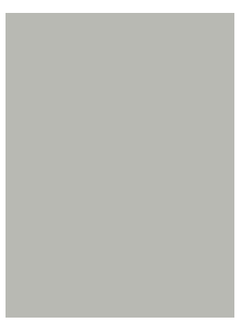
TRIM COLOR:

ORIGAMI WHITE
SW 7636

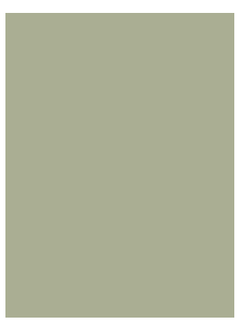
BODY AND SHUTTER COLORS:



ROOKWOOD GOLD
SW 2814



MARCH WIND
SW 7668



CLARY SAGE
SW 6178

ORIGAMI WHITE
SW 7636



DISTANCE
SW 6243

ENTRY DOOR STAIN:



LIGHT WALNUT

STONE VENEER:

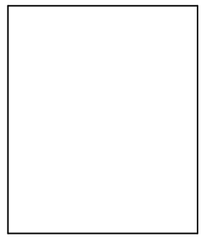


SHASTA - CORONADO



HURON - CORONADO

VINYL WINDOW COLOR:



STANDARD WHITE

GARAGE DOOR COLORS:

ORIGAMI WHITE
SW 7636



SUMMIT GRAY
SW 7669

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NEIGHBORWORKS - WINTERS

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CITY OF WINTERS
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CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: August 18, 2020

FROM: David Dowswell, Contract Planner, Community Development Department

THROUGH: Shelly Gunby, Acting City Manager

SUBJECT: NeighborWorks Subdivision – Public Hearing for consideration by the Winters City Council of the proposed Tentative Map and Planned Development (PD) Overlay Zone for twenty-four (24) lot NeighborWorks Subdivision

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RECOMMENDATION: Staff recommends the City Council:

1) Receive a staff report on a proposed NeighborWorks Tentative Map and Planned Development (PD) Overlay Zoning; and

2) Conduct a Public Hearing to consider comments on proposed NeighborWorks Tentative Map and Planned Development (PD) Overlay Zoning; and

3) Find per Section 15332, Class 32 of the CEQA Guidelines, the proposed NeighborWorks Tentative Map is categorically exempt from CEQA because it meets the criteria for an in-fill development; and

4) Adopt Resolution 2020-43 approving the Tentative Map for the property commonly known as the NeighborWorks Subdivision.

5) Introduce and waive first reading of Ordinance 2020-05 adding a Planned Development Overlay Zoning to the existing Multiple-Family Residential (R-4) Zoning, permitting several modifications to the R-4 Zoning standards.

GENERAL PLAN LAND USE DESIGNATION: The General Plan land use designation for the site is High Density Residential (HDR).

SURROUNDING LAND USES, ZONING, AND SETTING: The surrounding land uses and zoning are as follows:

North:	Unincorporated
South:	Single Family – Single Family Residential (R-2, 6,000 sf)
East:	Single Family – Single Family Residential (R-2, 6,000 sf)
West:	Single Family – Single Family Residential (R-2, 6,000 sf)

BACKGROUND: On October 29, 2019 and January 14, 2020, the Affordable Housing Steering Committee (AHSC) considered the proposal from NeighborWorks. The AHSC recommended approval of the proposed affordable housing plan (AHP) to develop the property with for sale sweat equity houses.

On April 21, 2020 the Design Review Committee (DRC) met to review the proposed tentative map and site plan/design review for the twenty-four (24) small-lot subdivision (Attachment A). At the meeting, Sarah Ellis, Ellis Architects, presented floor plans and site plans for the homes. The DRC was receptive to the idea of building for sale affordable homes rather than apartments and recognized the need for smaller lots with reduced setbacks. The DRC also supported reduced setbacks and the design of the homes, subject to the architect providing more diverse roof designs. At the conclusion of the meeting the DRC recommended:

- Revise the siting of the homes on the lots by staggering the front setbacks.
- Provide more differentiation in the front elevations by revising one of the model options to include a hip roof on the smaller gable.
- Ensure all the driveways are a minimum of 20 feet long, measured from the back edge of the sidewalk.

On July 28, 2020 the planning commission considered the proposed tentative map, and planned development (PD) zoning overlay. At the meeting there was some discussion about making sure the proposed houses were "visitable"/ADA accessible. The commission also wanted to know if the homes were required to have solar. At the conclusion of the hearing the planning commission unanimously voted to recommend that the City Council approve the Tentative Map and adding Planned Development Overlay zone to the existing R-4 Zoning.

PROJECT DESCRIPTION: The applicant, NeighborWorks, has entered into an exclusive negotiating agreement (ENA) with the City of Winters to subdivide and develop a 2-acre parcel with twenty-four (24) single-family lots. The property is located within the Stones Throw Subdivision south of Moody Slough Lane between Taylor Street and Wyatt Lane.

The lots will be developed with one-story, three- and four-bedroom homes, varying in size from 1,360 to 1,735 square feet in size. Each of the homes will have a one-car garage.

The homes will all be income-restricted affordable. Homebuyers will be expected to assist (sweat equity) in the construction of each of the homes thereby reducing their costs. The tentative map will create 24 lots ranging in size from 3,417 to 5,792 square feet. Houses will be placed on the lots with garages abutting each other. Abutting the garages will allow one (1) on-street parking space for each lot.

The applicant is also requesting the property be rezoned to add a Planned Development (PD) Overlay Zone to the existing Multiple-Family Residential (R-4) Zoning in order to create lots that are substandard in size with less than the minimum 80 lot width, reduced front, side and rear yard setbacks (Attachment A) and reduction in the number of off-street parking spaces.

ANALYSIS:

Housing Element

The City's Housing Element has seven specific goals designed to meet the state of California's objective to provide housing that meets all economic segments of the community. There are a number of programs which help the city meet the seven goals. Program II.2 states, "The City shall continue to implement Ordinance 94-10 (Inclusionary Housing Ordinance) requiring at least 15 percent of all new units developed with the city are affordable to very low-, low-, or moderate-income households". To meet this program the City shall provide "Modified development standards, such as for parking, setbacks, on- or off-site improvements, street improvement standards, and less stringent site plan (design review) requirements under the City's Planned Development Process".

Program II.8 states, "The City shall encourage development in the upper one-quarter of the density range in the Medium High-Density designation and require it in the upper one quarter of the density range in High Density Residential designation". This program further states, "When a project is proposed in the upper 0ne-quarter of the density range in the Medium High-density Residential or High Density Residential designations the City shall not reduce the project density below 75 percent of the density range, unless there are specific site constraints that make such density infeasible or undesirable" Based on the maximum allowable density a minimum of 30 units should be built on this site.

The proposed site was deeded to the City by the developer of Stones Throw to help meet their affordable housing requirement. The site was zoned for development as affordable apartments. To build affordable apartments on this site the City and applicant must obtain numerous sources of funding. Almost all of the potential sources for funding are subject to meeting certain criteria: availability of medical and other services, easy access to groceries, transportation, and restaurants. This site meets none of these criteria and as such would not score well in trying to get the necessary funding. Staff believes the financial constraints makes it infeasible to develop the property with a minimum of 30 apartment units.

Tentative Map

The tentative map (Attachment A) shows the lots will have two different depths. The lots

off Wyatt Lane will be 100 feet 5 inches and the lots off Taylor Street will be 99 feet 7 inches. Staff recommends the lots all be the same depth of 100 feet.

After the planning commission hearing the City Engineer added Conditions #73 and #74 to address the landscaping that will be located within the Moody Slough Road, Taylor Street and Wyatt Lane rights-of-way and maintained by the City.

Staff supports the proposed subdivision subject to the applicants making the modifications recommended in the staff report and included in the conditions of approval.

Planned Development Zoning

Section 17.48.010 of the Municipal Code (Zoning Ordinance) states, "In order to achieve the general plan goal "to promote the development of a cohesive and aesthetically pleasing urban structure for Winters," the P-D overlay zone has been included within the scope of the zoning ordinance to allow for the maximum flexibility consistent with the minimum development standards within each underlying zone category."

According to Section 17.56 Table 3B of the Zoning Ordinance the minimum lot size is for a lot zoned R-4, High Density Multi-Family Residential is 10,000 square feet and the minimum lot width is 80 feet. These standards assume multiple-family units will be built on a site. As mentioned above, the possibility of developing the site with apartments due to financial constraints is infeasible.

As proposed the project will need several deviations from the city's standards, they include:

1. Reduction in the minimum lot size from 10,000 to 3,417 square feet, and
2. Reduction in lot width from 80 to 34 feet, and
3. Reduction in the front yard setback from 20 to 15 feet, and
4. Reduction in the side yard setbacks from 10 feet to 6 feet 2 inches and from 10 feet to 1 foot 6 inches, and
5. Reduction in the required off-street parking from two (2) to one (1) space.

The applicants are requesting approval to create smaller lots in order to provide as many affordable units as possible. The City has approved lots of varying sizes as part of the Winters Ranch, Stones Throw and LDS subdivisions to provide housing diversity and indirectly, based on the smaller lot sizes and reduced setbacks, more affordable housing. All of the housing for this project will be affordable.

Staff is recommending the front setback on eight (8) of the lots (facing Wyatt Lane and Taylor Street) be reduced from 20 to 15 feet. Reducing the front setback from 20 to 15 feet on these lots will result in the rear yard setbacks being increased from 10 to 15 feet, making them more useable. The driveway length, even with the reduced front setback, will allow for two (2) vehicles to be parked off-street, one (1) in the garage and one (1) on the driveway. The two corner lots (facing Moody Slough) are proposed to have a 20-foot front setback. Staff recommends on these two lots the front setback also be reduced to

15 feet. Reducing the setback to 15 feet will increase the rear yard setback to 10 feet making the yard more useable and complying with the minimum allowable 10 feet. Reducing the front setback for these two lots will result in 10 of the 24 lots having a 15-foot front yard setback.

The site plan proposes there be one (1) foot six (6)-inch side yard and the other side yard is proposed to be five (5) feet eight one half (8 ½) inches. The site plan proposes the one (1) foot six (6) inch side yards abut each other creating a three (3) foot separation between the houses. Having two, one (1) foot six (6) inch side yard does not allow enough room to install a fence between the properties. Staff recommends the five (5) foot eight and one half (8 ½) inch side yards all be reduced to five (5) feet and the eight and one half (8 ½) inches be added to each of the one (1) foot six (6) inch side yards making them two (2) feet two (2) inches. Increasing the minimum side yard setback to two (2) feet two (2) inches will allow enough room to install a fence separating the both yards. It should also provide enough room where the homeowner will be able to access the side of the house for maintenance. The Planned Development Permit has been written to allow side yard setbacks of two (2) feet two (2) inches and five (5) feet.

Applicant is requesting a one (1) space reduction in off-street parking. The driveways will be long enough (23 feet) to allow a second car to be parked off-street. Abutting the garages on each of the lots will allow for one (1) on-street parking space in front of each house. Eliminating one (1) off-street parking spaces is similar to what was approved for the Cottages, which was also an affordable housing for-sale development.

For all of the recent subdivisions the city has included as part of the PD Permit the ability for the future homeowner to add a patio cover off the rear of the house. The three-bedroom Option 2A and 2B models have 9 foot by 14-foot patio area. The Option 1A and 1B models only have a 4 foot by 12-foot 6-inch patio, which is too small to add a patio cover. Staff is proposing all the models be allowed to add a patio cover that can come as close as 5 feet to the rear property line.

Staff supports the requested deviations to the city's standards, subject the changes recommended above.

PROJECT NOTIFICATION: A notice advertising for the public hearing on this application was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Winters' Municipal Code and State Planning Law and was published in the Winters Express on 8/6/20 ten (10) days prior to the hearing. Copies of the staff report and all attachments for the proposed project have been on file, available for public review at City Hall since 8/13/20.

ENVIRONMENTAL ASSESSMENT: Per Section 15194 of the CEQA Guidelines, the proposed subdivision is subject to the Affordable Housing Exemption. Furthermore, it is considered Categorically Exempt Section 15332, "In-Fill Development Project" and meets all the following:

(a) The proposed subdivision with 24 lots is consistent with the general plan designation of High Density Residential (R-4), which allows a range of 20 to 40 lots, and is consistent with all applicable general plan policies as well as with the High Density Multi-Family Residential (R-4) zoning.
(b) The proposed development occurs within the city limits on a project site of two (2) acres, which is less than five acres permitted for in-fill development.
(c) The project site has no value as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air or water quality.
(e) The site is adequately served by all the required utilities, which are located in Taylor Street and Wyatt Lane and can be served by public services.

RECOMMENDED CITY COUNCIL ACTIONS

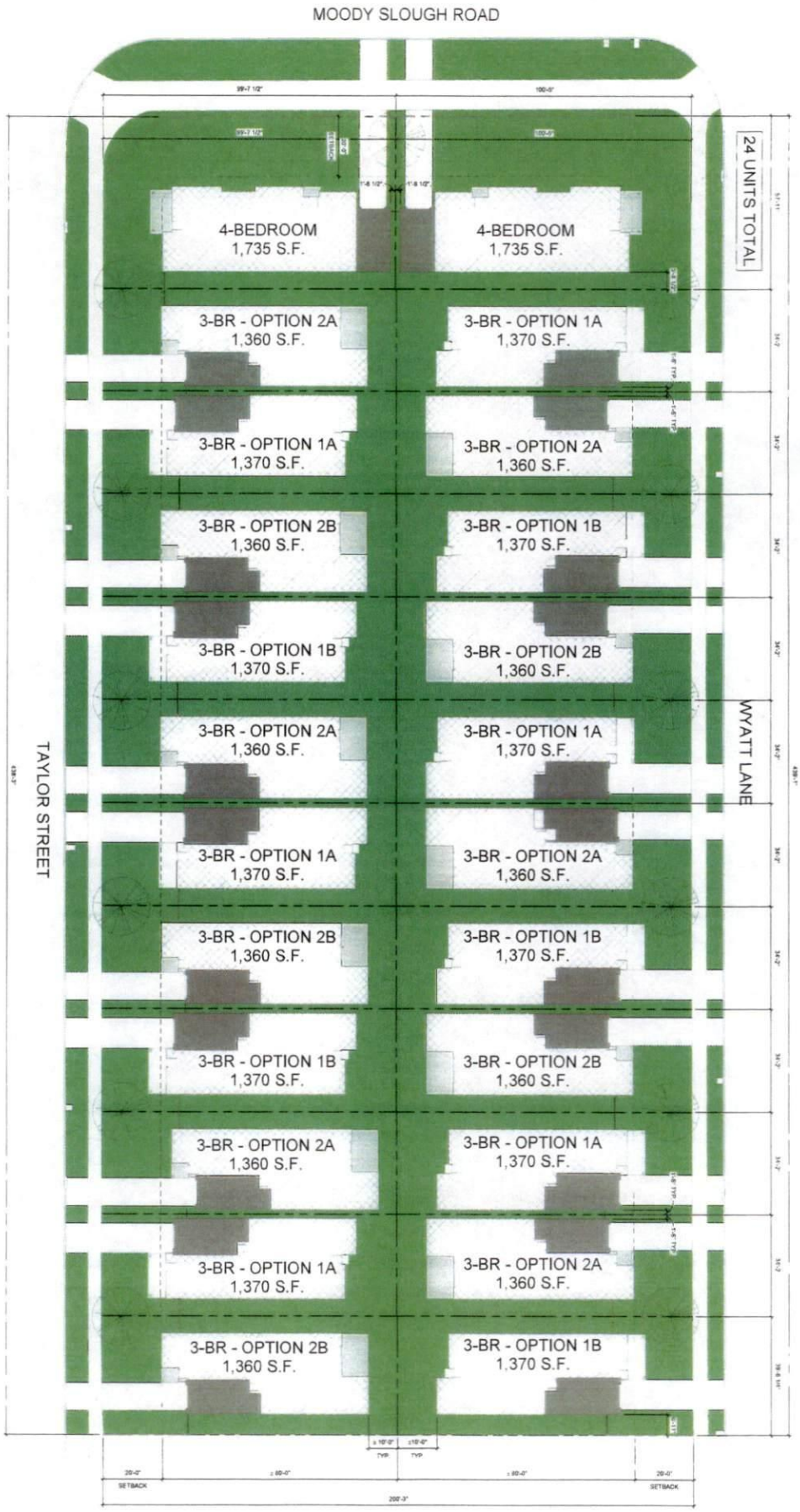
1. Find per Section 15332, Class 32 of the CEQA Guidelines the proposed tentative map for the 24-lot NeighborWorks Subdivision is categorically exempt from CEQA because it meets the criteria for an in-fill development.

2. Adopt a Resolution 2020-43 (Attachment C) approving the tentative map for the 24-lot LDS Subdivision subject to the Conditions of Approval (Attachment B).

3. Introduce and waive first reading of Ordinance 2020-05 (Attachment D) adding a Planned Development Overlay Zoning to the existing Multiple-Family Residential (R-4) Zoning, (APN 030-414-022) permitting several modifications to the R-4 Zoning standards.

ATTACHMENTS:

A. Preliminary tentative map
B. Conditions of approval
C. Resolution 2020-43 approving tentative map
D. Ordinance 2020-05 amending the official zoning map by adding a Planned Development Overlay Zone to the existing R-4 Zoning



① SITE PLAN - 24 UNITS

NEIGHBORWORKS - WINTERS

4/23/2020

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ATTACHMENT A

FINDINGS OF FACT AND
CONDITIONS OF APPROVAL FOR NEIGHBORWORKS TENTATIVE MAP

August 18, 2020

FINDINGS OF FACT

Findings for PD Overlay and PD Permit

1. The project, as modified and conditioned, is consistent with the General Plan and the purposes of Chapter 17.28 of the Zoning Ordinance.

2. Deviations from specified provisions of the basic zoning district on the property have been justified as necessary to achieve an improvement design for the development and/or the environment. The development complies with the remaining applicable provisions of the basic zoning district on the property.

3. The proposed development, as modified and conditioned, is desirable to the public comfort and convenience.

4. The requested plan, as modified and conditioned, will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety, or general welfare.

5. Adequate utilities, access roads, sanitation, and/or other necessary facilities and services will be provided or available.

Findings for Tentative Subdivision Map (Government Code 66474)

1. The proposed map is consistent with the General Plan.

2. The design and improvement of the proposed map is consistent with the General Plan.

3. The site is physically suitable for the type of development.

4. The site is physically suitable for the proposed density of development.

5. The design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

6. The design of the subdivision and type of improvements will not cause serious public health problems.

7. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

ATTACHMENT B

The following conditions of approval are required to be satisfied by the applicant/developer prior to final map, unless otherwise stated.

CONDITIONS OF APPROVAL

General Plan Requirements

1. Pursuant to General Plan Policy II.C.1 and VI.F.2, energy efficient design shall be used. At a minimum this shall include: maximization of energy efficient techniques as identified in the July 27, 2004 Planning Commission staff report on "Proposed Energy Resolution" (attached), and attainment of EPA Energy Star Standards in all units; low emission furnaces; avoidance of dark colored roofing; and a minimum of 10 percent solar photovoltaic homes.

2. Pursuant to General Plan Policy II.D.4 and IV.A.1 necessary public facilities and services shall be available prior to the first occupancy of the project.

3. Pursuant to General Plan Policy VI.C.7, drought-tolerant and native plants, especially Valley oaks, shall be used for landscaping roadsides, parks, schools, and private properties. Pursuant to General Plan Policy VI.C.8, drainage-detention areas shall incorporate areas of native vegetation and wildlife habitat.

4. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.

5. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.

6. Pursuant to General Plan Policy VII.C.1, necessary water service, fire hydrants, and access roads shall be provided to the satisfaction of the Fire Chief and Fire Protection District standards.

7. Pursuant to General Plan Policy VII.C.2, a minimum fire-flow rate of 1,500 gallons per minute is required for all residential uses.

8. Pursuant to General Plan Policy VIII.D.2, street trees shall be planted along all streets, in accordance with the City's Street Tree Plan and Standards. There shall be a minimum of one street tree in the center front of each single-family lot, and on both frontages for corner lots. All trees shall be of a type on the approved street tree list and shall be a minimum of fifteen gallons in size with a mature tree canopy of at least a thirty-foot diameter within five years. The intent is that majestic street tree species that create large canopies at maturity will be required in all medians and street-side landscape strips. The goal is to create maximum shade canopy over streets and sidewalks.

9. Pursuant to General Plan Policy VIII.D.4, a permanent mechanism for the ongoing maintenance of street trees is required, to the satisfaction of the City Manager and City Finance Director.

General

10. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an 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 applicant shall defend such action at applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicant 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 of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the subdivider in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.

11. All conditions identified herein shall be fully satisfied prior to acceptance of the first final map unless otherwise stated.

12. The project is as described in the July 28, 2020 Planning Commission staff report. The project shall be constructed as depicted on the maps and exhibits included in the July 28, 2020 Planning Commission staff report, except as modified by these conditions of approval. Substantive modifications require a public hearing and Planning Commission and City Council action.

13. The City requires all new homes to provide front yard landscaping with an irrigation system and perimeter fencing for all new homes. Prior to issuing a building permit the applicant shall landscaping and fencing plan to be approved by Community Development Department. Fencing shall be designed as a "good neighbor" fence. Fencing shall be constructed with steel posts faced with wood to reduce long-term maintenance costs.

14. The site plan will need to be revised to modify the side yards to two (2) feet two (2) inches and five (5) feet respectively and the overhang will need to be eliminated on the two (2) foot two (2) inch side yards. A fascia gutter will be allowed. Two (2) foot two (2) inch side yards shall be paved and sloped to drain. These changes shall be made prior to issuing a building permit.

15. The site plan will need to be revised to modify the front setback on ten (10) of the lots, including the two, four-bedroom lots, from 20 to 15 feet. Reducing the front setback to 15

feet will result in a driveway length of 23 feet. These changes shall be made prior to issuing a building permit.

16. The site plan will need to be modified so all of the lots will have the same depth of 100 feet.

Planned Development Overlay Zoning

17. The Planned Development Permit allows a reduction in lot widths, lot size, front and side yard setbacks, as stated in Ordinance 2020-05. Any further modifications to the City's lot development standards will be considered by the Planning Commission when a production builder brings forward plans for the model homes.

Public Works and Engineering

18. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an 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 applicant shall defend such action at applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicant 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 of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the applicant in good faith approves the settlement, and the settlement imposes no direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.

19. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.

20. The applicant shall pay all applicable taxes, fees, and charges at the rate and amount in effect at the time of such taxes, fees, and charges become due and payable.

21. Project applicant shall pay all development impact fees adopted by the City Council at the rate in effect at the time of building permit issuance and shall pay fees required by other entities.

22. The subdivision is within the Rancho Arroyo Drainage basin and a preliminary combination detention basin/underground drainage system has been approved by the City Council as an amendment to the City's Master Plan. Developer shall be responsible for paying a per

acreage fee as developer's share toward these improvements. Payment shall be made prior to recordation of the final map.

23. Project proponents shall annex into the City-Wide Assessment District in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.

24. Developer shall pay appropriate reimbursements for benefiting improvements installed by others in the amount and at the time specified by existing reimbursement agreements. The subdivision is within the zone of benefit for the W. Main Sewer Pump Station and Force Main, and the Rancho Arroyo Storm Drain Pump Station.

25. If relocation of existing facilities is deemed necessary, it shall be performed by the Developer who will also be responsible to bear all expenses associated with this condition. All public utility standards for public easements shall apply, unless otherwise approved by the City Engineer.

26. The Developer will be required to pay the appropriate City connection fees.

27. Prepare improvement plans for work within the public right-of-way, including an on-site grading plan, and submit them to the Public Works department for review and approval. The improvement plan sheets shall conform to the City of Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal.

28. The Engineer shall provide two print sets and a PDF of each improvement plan submittal for review. Upon City Engineer approval, the Engineer shall provide 2 prints and a PDF of the approved plans.

29. All work within public right-of-way or easement shall comply with the City of Winters Public Works Department Improvement Standards and Construction Specifications, subject to the approval of the City Engineer.

30. Proposed improvements, including but not limited to, grading, streets, utilities, and landscape have not been reviewed in detail and are not approved at this time. The City Engineer shall review the design of all improvements, during the plan check process which shall be revised, as needed, at the discretion of the City Engineer. No work within the public right of way shall commence before approval of improvement plans.

31. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measure such as benching, sedimentation basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures and shall include scheduling of work to coordinate closely with grading

operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by the City Engineer.

32. The applicant shall remove all existing utilities stubbed into the site, which are no longer needed, to the satisfaction of the City. This work shall be reflected on the improvement plans.

33. Existing drainage inlets may require relocation, which will necessitate modifications to existing improvements, grades and flowlines. All modifications shall be reflected on the improvement plans.

34. Existing fire hydrants may require relocation. Improvement plans shall demonstrate new spacing, for Fire Department approval.

35. Existing streetlights may need relocation and shall be shown on improvements plans for approval. A photometric shall demonstrate compliance with city standards for light coverage.

36. Upon submittal of the initial improvement plans package, the Developer shall submit a soils and geotechnical report prepared by a geotechnical engineer that fully assesses the existing site conditions, and addresses all issues regarding excavation and grading, foundations and their construction, drainage, retaining wall systems, periodic on-site observations, and other related items involving the Project. All recommendations of the geotechnical engineer shall be incorporated into all final design and construction including foundations, grading, sewage disposal, and drainage. Final plans shall be reviewed and approved by the City Engineer prior to the issuance of a grading permit.

37. All parcels shall have a water service. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up. All services shall be off Taylor or Wyatt, unless approved otherwise by the City.

38. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Winters Public Improvement standards and Construction Standards.

39. Applicant's Engineer shall demonstrate existing W and SS mains are adequate for new development, and design improvements to extend if necessary to accommodate new development.

40. Consider all existing easements and access/utility agreements.

41. Appropriate easements, to the satisfaction of the City Engineer, shall be required for City maintained facilities located outside of City owned property or the public right-of-way.

42. A 10-foot Public Utility Easement (PUE) behind right-of-way shall be dedicated along all frontages, if not previously dedicated.

43. The project will require numerous utility trenches, for main line and services, which will adversely affect the long-term viability of the new pavement on Wyatt and Taylor. Therefore, conform grinds and 2" asphalt overlay shall be performed, upon completion of the trench repairs in accordance with City Standards. The work shall encompass the full width of the two streets, along project limits. Any striping, markings, or legends removed will be replaced in-kind.

44. A Traffic Control/Detour Plan shall be submitted to the City for review and approval, before work commencing on Wyatt, Taylor, or Moody Slough.

45. Closure calculations shall be provided at the time of initial final map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined, and all lot acreages shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map.

46. The Developer shall provide the City Engineer with an electronic copy and two print copies of the recorded final map from the County, prior to issuance of the first building permit.

47. Prior to recordation of the Final Map, the Developer shall enter into a Public Improvement and Maintenance Agreement for construction of the public improvements. All Bonding and Insurance requirement shall be met.

48. A current title report shall be submitted with the first Final Map submittal. The title report shall include the entire legal boundary of property being divided.

49. Grading shall be done in accordance with a grading plan prepared by the applicant's civil engineer and approved by the City Engineer. The amount of earth removed shall not exceed that specified in the approved grading plan. All grading work shall be performed in one continuous operation. The grading plans shall be included in the improvement plans.

50. New driveways shall be designed and installed per City Standard Detail 4-11.

51. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.

52. The water used in the course of construction shall be metered and the applicant shall pay for the water at a cost adopted annually the Winters City Council.

53. There may be existing joint trench along the frontages. All existing utilities shall be protected, any damage repaired at applicant's expense.

54. Existing public and private facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's sole expense, to the satisfaction of the City Engineer.

55. Grading shall be carried out during dry months, between April 1 and October 31. Areas not graded shall be disturbed as little as possible. Construction and grading areas, as well as soil stockpiles, should be covered or temporarily revegetated when left for long periods. Revegetation of slopes shall be carried out immediately upon completion of grading. Temporary drainage structures and sedimentation basins must be installed to prevent sediment from entering and thereby degrading the quality of downstream surface waters. The full cost of any necessary mitigation measures shall be borne by the project creating the potential impacts.

56. Pursuant to General Plan Policy VII.B.3, should the City allow any grading to occur during the rainy season, conditions shall be implemented to ensure that silt is not conveyed to the storm drainage system.

57. Pursuant to General Plan Policy VII.A.1, VII.A.2, and VII.C.4 all site work and construction activities shall be in accordance with the requirements of the City, and other applicable local, regional, state, and federal regulations.

58. Pursuant to General Plan Policy VIII.D.7, all lighting including street lighting, shall be designed, installed, and maintained to minimize excess light spillage, unnecessary brightness and glare, and degradation of night sky clarity.

59. All construction shall follow the requirements outlined by City Ordinances and the Building Codes.

60. Applicant shall contact the City Engineer prior to beginning construction for a pre-construction meeting.

61. All projects shall include implementation of post-construction best management practices (BMPs), in accordance with the provisions of the General Construction Activity Storm Water Permit adopted by SWRCB in 2009 and amended in 2012 (2009-009-DWQ).

62. Post construction BMPs shall be identified on improvement plans and approved by the City Engineer. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit, or a WPCP.

63. Storm Water Prevention Plan (SWPPP) shall be included as part of the improvement plan package. The SWPPP shall be prepared by the Developer's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans for approval by the Public Works Department.

64. Cut and fill slopes shall be in conformance with the recommendations of the soils engineer but shall in no case be steeper than 3:1 in public rights-of-way and easements and 2:1 in other areas.

65. Landscaped slopes along streets shall not exceed 3:1. Level areas having a minimum width of one (1) foot shall be required at the toe and top of said slopes.

66. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

67. Construction activities shall be limited to 7:00 am. to 7:00 pm Monday through Friday only (holidays excluded) in compliance with the City's Noise Ordinance. Job site signage with 24-hour contact information for noise complaints shall be provided.

68. Pursuant to General Plan Policy VI.E.6, construction-related dust shall be minimized. Dust control measures shall be specified and included as requirements of the contractor(s) during all phases of construction of this project.
    a. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.

    b. Grading shall not occur when wind speeds exceeds 20 MPH over a one-hour period.

    c. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.

    d. Construction equipment and engines shall be properly maintained.

    e. If air quality standards are exceeded in May through October, the construction schedule will be arranged to minimize the number of vehicles and equipment operating at the same time.

    f. Construction practices will minimize vehicle idling

    g. Potentially windblown materials will be watered or covered.

    h. Construction areas and streets will be wet swept.

69. Contractor shall provide 48-hour notice to the City and adjacent residents for planned construction activity. A traffic control plan and haul route shall be submitted and approved by the City.

70. U.S. Postal Service mailbox locations shall be coordinated with the Postmaster and shown on the as-built improvement plans prior to final acceptance.

71. Occupancy of residential units shall not occur until off-site improvements (water, sewer, streets, etc.) have been approved by the City.

72. The conditions as set forth in this document are not all inclusive. The Developer shall comply with all applicable City, State, and Federal regulations and requirements.

73. Applicant shall provide irrigation and landscaping along the frontage of Moody Slough, between the back of curb and sidewalk, within public right of way. A licensed landscape architect shall prepare plans for city review and approval. Landscaping shall be consistent with other public landscape corridors along Moody Slough. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers. This landscape area will be maintained by the City.

74. Landscaping along Wyatt and Taylor, between back of curb and sidewalk, shall be installed with the adjacent house front yard landscaping, and maintained by that homeowner. Landscaping shall be approved by Community Development for all residential lots.

RESOLUTION NO. 2020-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE TENTATIVE SUBDIVISION MAP FOR THE NEIGHBORWORKS SUBDIVISION

WHEREAS, on July 28, 2020 the Planning Commission of the City of Winters recommended to the City Council approval of 24-lot Tentative Subdivision Map for the NeighborWorks Subdivision (the "Project"); and

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

WHEREAS, the City Council has found, per Section 15332, Class 32 of the California Environmental Quality Act (CEQA) Guidelines, the Project is categorically exempt because it meets the criteria for an infill development.

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

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

SECTION 2. Except as specifically amended, the Tentative Map, all Findings of Fact and Conditions of Approval approved by the City Council therewith, and all other approvals and conditions approved by the City pursuant to Resolution No 2020-43 remain in full force and effect.

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

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 18th day of August 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Wade Cowan, MAYOR

ATTEST:

_____
Tracy Jensen, City Clerk

ATTACHMENT C

NEIGHBORWORKS - WINTERS

4/23/2020

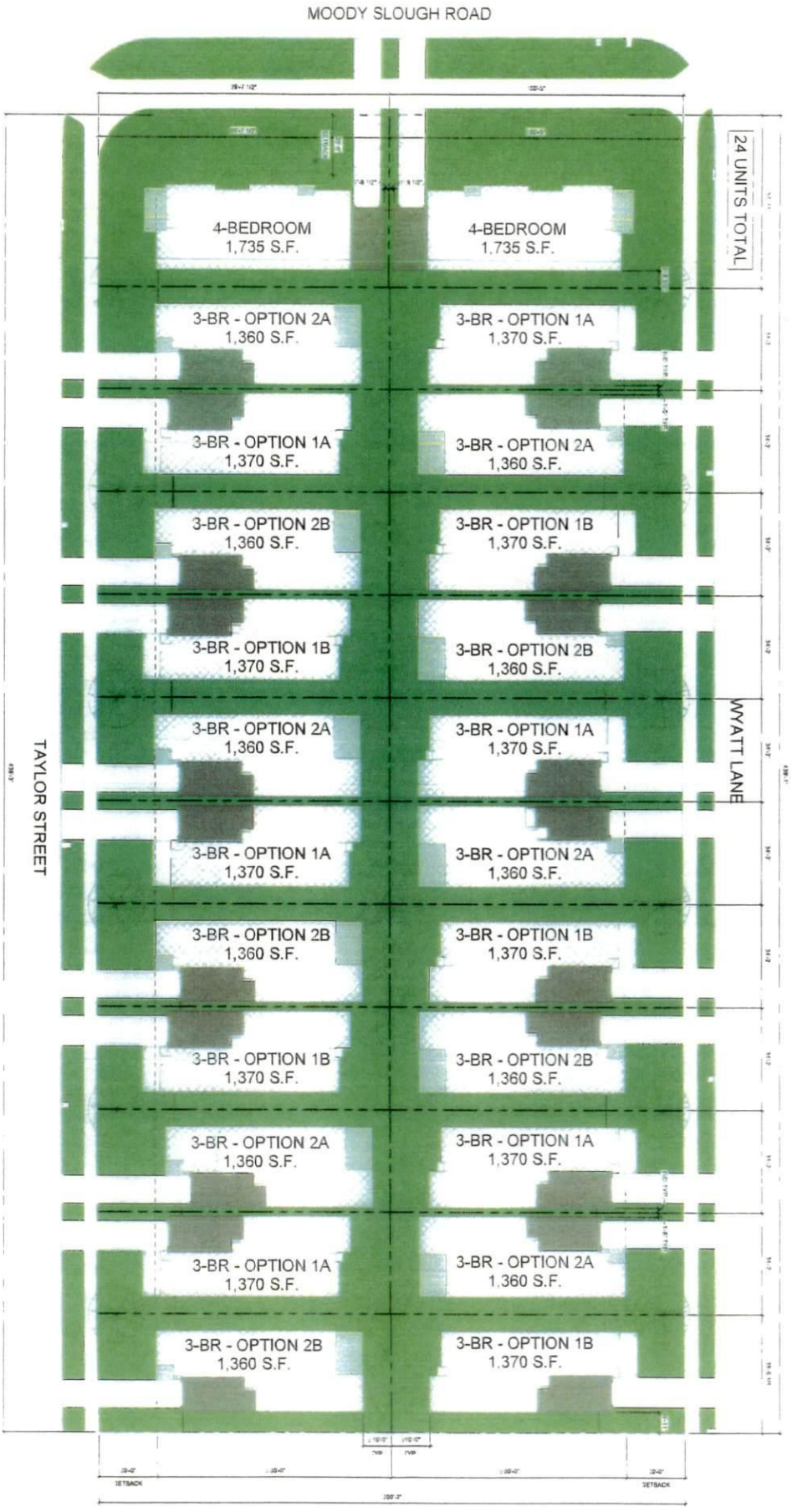


EXHIBIT A

128

ORDINANCE NO. 2020-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS REZONING NEIGHBORWORKS SUBDIVSION (APN 030-414-022) TO ADD A PLANNED DEVELOPMENT (PD) OVERLAY ZONE AND ADOPTING PD OVERLAY ZONE REGULATIONS

WHEREAS, the City received an application from NeighborWorks (Applicant) requesting the City consider a rezoning of that certain property located between Taylor Street and Wyatt Lane, south of Moody Slough Road, known as ("the NeighborWorks Subdivision") by adding a PD Overlay Zone to the existing High Density Residential Multi-Family Residential, R-4 Zoning that would implement certain PD Overlay Permit Regulations that would apply to such property (the "Zoning Amendment"); and

WHEREAS, the Winters Planning Commission held a duly noticed public hearing on July 28, 2020 to review and consider recommendation to the City Council of the proposed zoning amendment; and

WHEREAS, following said public hearing, the Planning Commission recommended on a 7 to 0 vote that the City Council approve the Zoning Amendment; and

WHEREAS, on August 18, 2020, the City Council conducted a duly noticed public hearing on the Zoning Amendment at which time all persons wishing to testify in connection with the Zoning Amendment were heard and the Zoning Amendment was comprehensively reviewed; and

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

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

1. Purpose. The purpose of this ordinance is to rezone the property known as the NeighborWorks Subdivision (APN 030-414-022) by adding a Planned Development (PD) Overlay Zone to the existing R-4 Zoning.

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

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

b. The Zoning Amendment and the proposed development of the NeighborWorks Subdivision, as contemplated herein, complies with the applicable provisions of the R-4 zoning districts, except for certain reductions to the lot width, lot size, front and side yard setbacks, which will allow for the development of similar to those located nearby on Cottage Lane which are slightly smaller units that are more affordable by design and meet a need for housing in the City of Winters that is more affordable to working families and first time homebuyers.

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

d. The requested development plan will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety or general welfare in that it will allow for development of 24 residential units on property designated and zoned for residential use consistent with the allowable density for the site, with only minor reductions in lot widths and a reduction in average lot size for the proposed development.

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

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

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

3. Rezoning. The subject property is hereby rezoned as shown on Exhibit A, attached hereto and incorporated herein by this reference to rezone APN 030-414-022 by adding a PD Overlay Zone to said property.

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

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

INTRODUCED at a regular meeting on the 18th day of August, 2020 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the --- day of ------ 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Wade Cowan, Mayor

ATTEST:

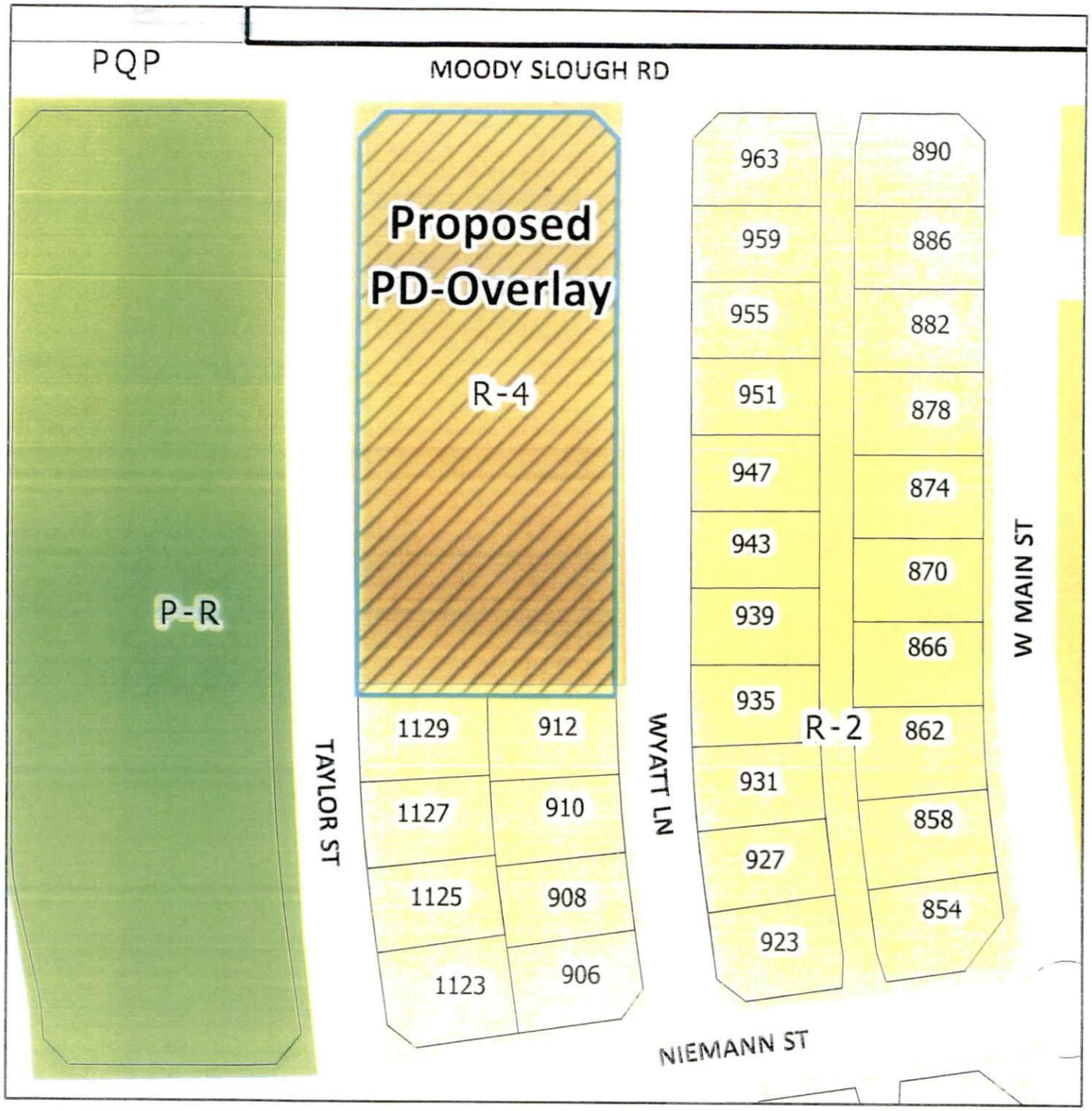
_____
Tracy S. Jensen, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

WINTERS

APN: 030-414-220



Zoning Districts

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

N

0 75 150 300 Feet

DAGOBERTO FIERROS
WINTERS GIS
JULY 2020

EXHIBIT A

Exhibit "B"

PLANNED DEVELOPMENT (PD) PERMIT
NeighborWorks Subdivision
August 18, 2020

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

Lot Widths

Reduce lot width from 80 to 34 feet

Lot Size

Reduce lot size from 10,000 to 3,417 square feet

Setbacks

Reduce front setback from 20 to 15 feet

Reduce side yard setbacks from 10 feet to 5 feet 8 inches and from 10 feet to 1 foot 5 inches

Parking

Reduce off-street parking by one (1) space

Patio Covers

Allow patio covers to come within 5 feet of the rear property line

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: November 15, 2022

FROM: Kathleen Salguero Trepa

SUBJECT: Resolution No. 2022-96 Approving a Contract Recreation Agreement with National Academy of Athletics to Coordinate a Winter Basketball League and Authorize the City Manager to Execute the Agreement

RECOMMENDATION:
Adopt Resolution No. 2022-96 approving a contract recreation agreement with National Academy of Athletics to coordinate a winter basketball league and authorize the City Manager to execute the agreement.

BACKGROUND:
Prior to the pandemic, the City coordinated a recreational winter basketball league for school age children. The league was run by volunteers and City staff managed the registration process, coordinated use of school facilities, purchased jerseys and paid the referees. Since the pandemic, the volunteer lead coordinator is no longer available, and City staff, which has shrunk in size and been reorganized to adjust for staffing changes, does not have the capacity to coordinate a youth basketball league. Instead, staff has met with a contract recreation firm that provides a variety of different recreational sports programs on a revenue share basis, which is a typical model in many communities.

DISCUSSION:
National Association of Athletics (NAA) provides a variety of recreational youth sports programming for different communities, including the Cities of Dixon, Vacaville and Tiburon. NAA has prepared a proposal, which is attached to the contract recreation agreement attached to this staff report.

In general, NAA would coordinate a seven-week league for youth in kindergarten through 5th grade for play on Saturdays at Winters Joint Unified School District facilities. Under the

joint facility use agreement, there would be no fee for use of these facilities. The registration would cost $105 for Kindergarten – 1st Grade and $145 for 2nd through 5th Grade. NAA would provide the coaches and referees, and the reduced registration fee assumes 2 – 4 parent volunteers to assist with time keeping and other support. NAA does have access to a scholarship program that is separately funded by Every Kids Sports, which will cover the cost of registration in its entirety for qualifying families who are enrolled in Medicaid, SNAP, and WIC. More information is at https://everykidsports.org/every-kid-sports-pass/apply/ . NAA will also provide two 25% scholarships per team of 10 for children on a free or reduced lunch program who do not qualify under the other full scholarship program. Depending on the level of need, the partial scholarship may be awarded on a lottery basis.

The revenue share with the City is a 90/10% split, which is lower than typical contract programs; however, since this is a new program staff is recommending a reduced program fee versus a higher revenue share. The anticipated revenue generated by the 10% share is approximately $2,300, which would offset staff time associated with coordinating the school facility usage and to develop the program.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

By the definition provided in Section 15378 of the California Environmental Quality Act (CEQA) Guidelines, this action does not qualify as a "project" for purposes of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT:

The contract recreation agreement will not cost the City; instead, registration fees cover the cost of the program, and the City will receive 10% of the revenue from registration, or approximately $2,300.

ATTACHMENT:

1. Resolution No. 2022-96
2. Contract Recreation Agreement with National Association of Athletics and Proposal

Resolution No. 2022-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A CONTRACT RECREATION AGREEMENT WITH NATIONAL ASSOCIATION OF ATHLETICS TO COORDINATE A WINTER 2023 BASKETBALL LEAGUE

WHEREAS, the City of Winters, prior to the pandemic, coordinated a Winter Basketball League for school-aged children, which was coordinated by a lead volunteer and managed by City staff; and

WHEREAS, the lead volunteer is no longer available; nor does City staff have the ability to manage a basketball league given current staffing; and

WHEREAS, the National Association of Athletics provides contract youth sports programming on a contractual, revenue share basis; and

WHEREAS, the City of Winters seeks to enter into an agreement with the National Association of Athletics to coordinate a winter basketball league.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Winters does hereby approve a contract recreation agreement with the National Association of Athletics, attached hereto, for a 7-week league for youth kindergarten through 5th grade with a 90/10% revenue share as further delineated in the attached proposal to the agreement, and authorizes the City Manager to execute the agreement.

DULY AND REGULARLY ADOPTED this 15th day of November, 2022 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

CITY OF WINTERS

_____
Wade Cowan, Mayor

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

CONTRACT RECREATION AGREEMENT

CITY OF WINTERS

318 1st St.
Winters, CA 95694
(530) 795-4910

THIS AGREEMENT is made and entered into on [month][date], 2022 by and between the City of Winters ("City"), and National Academy of Athletics, Inc., a sole proprietor ("Contractor"). City and Contractor are sometimes hereafter referred to individually as "Party" and collectively as "Parties."

WHEREAS, City contemplates making available instruction in Sports Instruction ("Classes"), to persons enrolling in recreational activities of City ("Registered Participants"), and for this purpose desires to contract with Contractor; and

WHEREAS, Contractor has represented to City that it possesses the necessary, special and technical qualifications required to openly conduct classes and instruction in the Classes, and that it is prepared to provide such instructions to Registered Participants; and

WHEREAS, City desires to have Contractor provide instruction to participants enrolled in Classes.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

1. Term. The term of this Agreement shall commence [month][date], 2022 and terminate one year later ("Term"). Under no circumstances shall the term of this Agreement exceed one year. If instructional services are needed beyond a one-year term, a new agreement shall be executed by the Parties. Notwithstanding the Term of this Agreement, it is agreed by the Parties that the Term is only a matter of convenience for both Parties and that the City makes no guarantees to the Contractor that any number of classes will be available for the Contractor to teach, nor that classes will be available for the Contractor during the entire Term of this Agreement.

2. Intention of Parties. It is the express intention of the Parties that Contractor is an independent contractor and not an employee, agent or representative of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer/employee between City and Contractor or between City and any employee or agent of Contractor. Both Parties acknowledge that Contractor is not an employee for State or federal tax purposes. City understands and acknowledges that Contractor retains the right to perform services for others during the term of this Agreement.

3. Obligations of Contractor. Contractor agrees to provide the following services to City:

A. Class Instruction. Contractor is responsible for curriculum and course content for the Classes in accordance with Exhibit A. Further, Contractor shall provide, supply and furnish all necessary personnel,

labor, materials and supplies to carry out the terms of this Agreement and to properly and fully provide the necessary instruction to all Registered Participants.

1. Content: Contractor shall determine the teaching and learning process for the Classes. Contractor shall determine the method, details, and means of providing the instructional and other services required by this Agreement. Notwithstanding the foregoing, City reserves the right to observe the program and the Contractor, or Contractor's personnel, in the performance of his/her service to ascertain compliance with all terms and conditions of this Agreement.

2. Scheduling: Contractor will be responsible for developing daily, weekly and monthly activity schedules for Registered Participants.

B. Labor, Materials and Supplies.

1. Contractor's Personnel. Contractor shall provide all necessary fully trained personnel with the necessary qualifications to provide instruction to all Registered Participants, and shall comply with all federal, state and local laws regarding permits, certifications and licenses that may be required. Contractor shall be fully responsible to City for the acts and omissions of Contractor's personnel. Any personnel performing services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel, including Contractor himself or herself, in connection with the performance of services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, federal and State income tax withholding, federal and State unemployment insurance, disability insurance, and workers' compensation insurance.

2. Background Check. If any or all of the Registered Participants in the Classes are minors, Contractor shall, prior to the commencement of this Agreement, provide City with his or her fingerprints and the fingerprints of any other personnel of Contractor performing any services under this Agreement. Pursuant to Penal Code section 11105.3, City may use said fingerprints to obtain from the Department of Justice criminal history information regarding Contractor and its personnel.

3. Taxes. Contractor is solely responsible to declare for income tax purposes fees for services provided under this Agreement and is solely responsible for all tax liability.

4. Workers' Compensation. Contractor shall comply with all State of California laws pertaining to workers' compensation.

5. Supplies. Contractor agrees to provide, supply, furnish and transport all necessary materials and supplies to carry out the terms of this Agreement.

C. Insurance. At City's option, public liability and accident insurance coverage will be required in the amount of $1,000,000 commercial general liability single occurrence and $2,000,000 aggregate. If required, such policy shall be with a California admitted carrier and City, its officers, council members, employees and agent shall be named as additional insureds under such policy. If required, Contractor shall provide proof of such

insurance and an additional insured endorsement within 15 days of the request for such evidence of insurance.

4. Fees. Contractor shall be paid fees in an amount equal to ninety percent (90%) of the participant fees listed in Exhibit A received by the City for the Classes. Such amount shall be paid to Contractor in one (1) payment, which shall be made due upon receipt of the completion of each class for which such participant fees were received by the City.

5. Fees to and Obligations of City. City shall receive an amount equal to ten percent (10%) of the participant fees listed in Exhibit A received by the City for the Classes in exchange for the City's agreement to provide the following:

A. Registration. NAofA shall conduct the registration of all participants and shall establish and collect the registration fees from all Registered Participants. City shall not be obligated to conduct classes below the minimum number of paid Registered Participants mutually agreed to in writing by both Parties. Conversely, Contractor shall not be obligated to instruct classes above the maximum number of paid Registered Participants mutually agreed to in writing by both Parties. Contractor shall obtain a copy of each class registration form and roster from the City prior to the first day of each session.

B. Facilities and Equipment. Although Contractor agrees to provide such supplies and materials necessary for the purpose of carrying out the terms of this Agreement, City acknowledges that it shall be more convenient for the City to allow Contractor the use of certain facilities and equipment for purposes of conducting the Classes. Therefore, the City agrees to provide to Contractor such facilities and equipment as shall be necessary for the conduct of the Classes.

C. Promotional Materials. City shall print program fliers and place such materials in the lobby of the Winters City Hall. City shall also list the Classes in seasonal recreation guide subject to publication submission deadlines. The City may, at the sole discretion of the City, promote program in other City materials and mediums (i.e., internet, electronic marquee, etc.).

6. General Provisions and Considerations.

A. Acceptance, Rejection or Dismissal of Students. Contractor shall have the right to accept, reject or dismiss students that do not meet such objective and nondiscriminatory requirements as established by Contractor, provided, however, that City shall be provided a copy of such requirements prior to the commencement of Classes, and that City shall be provided with the names of such students that Contractor has rejected or dismissed and the basis of such rejection or dismissal.

B. Status of Contractor.

1. No Authority to Act on Behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, except as City may specifically provide in writing. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

2. Non-Availability of City Employee Benefits. Contractor's sole compensation for the services provided under this Agreement shall be the payments set forth in Section 4 of this Agreement, and neither Contractor nor any personnel of Contractor shall be entitled to any other benefits afforded to City employees, including, but not limited to, health insurance, retirement benefits, sick leave pay, holiday leave pay or vacation leave pay.

C. Termination.

1. Termination Events. This Agreement may be terminated by either Party upon completion of the services contemplated under this Agreement, by City upon Contractor's failure to satisfy the terms of this Agreement, or by Contractor upon City's failure to satisfy its obligations under this Agreement. In addition, in the event City determines that Contractor's provision of services, programs and/or staff endangers the public health, safety and/or welfare of Registered Participants, City reserves the right to terminate this Agreement immediately. Termination of this Agreement by Contractor for any other reason not stated herein or upon the expiration of the term of this Agreement as set forth in Section 1 of this Agreement, shall be a breach of contract.

2. Early Termination By City. Notwithstanding Section 4 of this Agreement, the early termination of this Agreement by City shall entitle Contractor to compensation for those services which have been rendered to City in accordance with the terms of this Agreement up through the effective date of the termination. Contractor, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from City's termination of this Agreement. In the event of such early termination, City may procure from another contractor, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

D. Assignability. Contractor, with City's prior written consent, which shall not be unreasonably withheld, may assign its rights and obligations under this Agreement.

E. Hold Harmless. Contractor shall indemnify, defend, and hold harmless City, its officials, officers, agents, employees, and volunteers from and against all claims, demands, liability, costs, and expenses, including court costs and reasonable attorneys' fees, arising out of injury to or death of any person or persons or loss of or damage to any property resulting in any manner from any willful or negligent act of Contractor.

F. Waiver. No registrants in the Classes provided under this Agreement shall be allowed to participate in any activities unless they have executed a waiver provided by City. In the case of minors, the waiver must be executed by a parent or legal guardian and must include a "Parent/Guardian Indemnity Agreement."

G. Amendment. This Agreement may be modified or amended only by a written document executed by both Contractor and City.

H. Agreement. This is an integrated Agreement containing all of the considerations, understandings, promises and covenants exchanged between the Parties.

CONTRACTOR INFORMATION

Name of Contractor:

Address:

Email:

Telephone Number:

SS/EID Number:

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first hereinabove written.

Contractor Date

City of Winters Date

EXHIBIT A

Winter Basketball League Final Proposal

Length of League: 7 weeks

Day of the Week: Saturdays

Each Age group time commitment each week: 90 minutes

Cost:

1. $105 – K – 1
2. $145 – 2nd – 5th

Included in Cost for Participants:

- Jersey
- Coaching
- Games
- Practices

Profit Split: 90% NAofA, 10% City

NAofA Provides: 4 coaches (2 will also ref), basketballs, and jerseys for all kids to keep, takes registration (Incurs processing fee)

City Provides: Gym Space, and 2-4 volunteers to run scoreboard/coach, marketing support.

Includes scholarship options:

*Every Kid Sports application (Free league for those that qualify, site can be translated to Spanish) –

1. https://everykidsports.org/every-kid-sports-pass/apply/

**NAofA to also Include two 25% scholarships per team of 10 ($79 - $109)

Tentative schedule:

- All Gender Kindergarten – 1st (Ages 3 – 5), (max 18 for division) 9am – 10am
- ***2nd/3rd Boys (max 40 for division) 10am – 11:30am
- 2nd/3rd Girls (max 40 for division) 11:30 – 1pm
- ***4th/5th Boys (max 40 for division) 1pm – 2:30pm
- 4th/5th Girls (max 40 for division) 2:30pm – 4pm

***Can take more in the case of lower turnout for the girls leagues. 2/3rd boys could be 10am – 11:30am or 11:30am – 1pm; and 4/5th boys could be 1:-2:30pm or 2:30-4pm.

Description and 90 minute time break down:

This league by the National Academy of Athletics is a great place for kids to learn the basics of Basketball. In this league kids will go through skills and drills to get down the basics of the game. Each day consists of 40 minutes of skill work, focusing of the fundamentals of ball handling, passing, shooting, and defense; and 50 minutes of games where they can try the things they have learned in a game setting. K - 1 will be played in a 3 on 3 setting to maximize the amount of play time for each child. The 3 on 3 style allows kids more repetitions within a game to truly experience the game, maximize skill development, fun, and competition at such a young age. 2nd – 5th will play 5 on 5.

90 minutes each week broken down as follows:
Part 1: 40 minutes practice focusing on the fundamentals of ball handling, shooting, and passing with NAofA Coaches
Part 2: 50 minutes of game experience with running clock (two 20 minute halves)

IMPORTANT NOTES
*All practices and games will be held on Saturdays and will be done in back to back in a 90 minute period.
**First week is clinics only, games will start on Week 2

Every Kid Sports – Qualifications information

Apply today for the Every Kid Sports Pass – a youth sports grant to help cover registration fees.

Does your child qualify?

- **Your child is currently enrolled in Medicaid,SNAP or WIC.**
- **Your child is between the ages of 4-18.**
- **The sport you are applying for is recreational, not elite or travel.**
- **The sports season lasts at least 4 weeks.**

For your kids to receive funding to help pay their youth sports registration fees, they must meet the above requirements. Please find an example of the type of documentation you will need to upload to the application here. For other questions regarding our qualification process please visit our help center.