Winters Regular Council Meeting

Tuesday, February 7, 2023 @ 6:30 PM
AGENDA

Members of the City Council

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

Meeting Information **AMENDED**

https://us02web.zoom.us/j/89855949754?pwd=Y09JK1ZaRmt0ejJuazNsRmhvaDRXZz09

Meeting ID: 898 5594 9754

Passcode: 202614

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.

1. ROLL CALL

2. PLEDGE OF ALLIEGENCE

3. APPROVAL OF THE AGENDA

4. COUNCIL/STAFF COMMENTS

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

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

   A. Resolution 2023-06 Designating an Authorized Agent for Financial Assistance for Disaster Expenses
      This action does not constitute a project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5)
      Staff_Report_CAL_OES_Form_130
      Att1_Resolution_2023_06
      Att2_CalOES_Form_130
   B. Minutes of the Regular Meeting of the Winters City Council on January 17, 2023
      Minutes20230117
   C. Resolution No. 2023-09 Renewing Authorization and Making Findings and Determinations Under AB 361 for Continued Virtual Meetings.
      Staff_Report_Renewal_AB361
      Resolution2023_09

7. PRESENTATIONS

   A. Introduction and swearing in of new staff

8. DISCUSSION ITEMS

   A. Winters Market Type-20 ABC License
      This action is categorically exempt from the California Environmental Quality Act

(CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines
Staff_Report_Winters_Makert_ABC_License
Att1_Resolution_2023_07
Att2_ABC_License_Application
Att3_PD Comment Letter
Att4_WJUSD_WHS_Letters

B. Main Street Seasonal Closure Schedule and Spring Festival
Staff_Report_Main_St_Closure
Att1_Resolution2023_08
Att2_2023_Main_St._Closure_Letter_DBA
Att3_Buisness_Survey

C. Paseo Park and SACOG Grant Update
This action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3)
Staff_Report_PaseoPark_SACOGGrantUpdate
Att1a_2006_Original_Concept
Att1b_2010_Concept_Charette
Att1c_May2021_Rendering
Att1d_2021_DimensionalFinalConcept
Att1e_2022_NewIdeas
Att2_SitePrepPaversContract
Att3_ADAPathContract
Att4_ElectricalContract

D. Winters Market Type-20 ABC License
This action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15270 of the CEQA Guidelines
Staff_Report_Winters_Makert_ABC_License
Att1_Resolution_2023-07_DenyingWintersMarketPCN
Att2_ABC_License_Application
Att3_PD Comment Letter
Att4_WJUSD_WHS_Letters

9. CITY MANAGER REPORT

10. INFORMATION ONLY

A. Letter of Support for SACOG Regional Funding Round Maintenance and Modernization Category Application – County Road 31 Bike & Safety Project
Winters_Letter_of_Support_SACOG.pdf

B. Letters of Support for Yolo 80 Managed Lanes Project
SACOG_Letter_of_Support
TCEP_Letter_of_Support

11. ADJOURNMENT
I declare under penalty of perjury that the foregoing agenda for the regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org

and Council Members were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street , and made available to the public during normal business hours.

_____

Kathleen Salguero Trepa, City Clerk
Winters City Council Agenda

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

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

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

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

How to obtain City Council Agendas and Agenda Packets:

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

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

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

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

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: February 7, 2023

FROM: Ellena Branson, Deputy City Clerk

THROUGH: Kathleen Salguero Trepa, City Manager

SUBJECT: Resolution 2023-06 Designating Authorized Agents for Financial Assistance for Disaster Expenses

RECOMMENDATION:
Adopt Resolution 2023-06 designating the City Manager, Director of Administrative Services and Fire Chief as the authorized agents for the purpose of applying for and administering Federal and/or State financial assistance for disaster expenses, as required by the Federal Emergency Management Agency and the California Governor's Office of Emergency Services, for a three-year period.

BACKGROUND:
The Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) require all non-state agencies to submit a resolution specifying the public entity's designated agent in order to receive disaster assistance funding. The governing board is to designate an agent authorized to execute the necessary documents to obtain and administer the funding, as well as to provide the information, assurances, and agreements required for matters pertaining to Federal and/or State disaster assistance.

DISCUSSION:
Under certain circumstances, the Fire Management Assistance Grant (FMAG) Program may be available to local and tribal governments for the mitigation, management, and control of fires on publicly or privately owned forests or grasslands, which threatens such destruction as would constitute a major disaster. Additionally, the California Disaster Assistance Act (CDAA) authorizes the Director of Cal OES to

administer a disaster assistance program that provides financial assistance from the State for costs incurred by local governments as a result of a disaster event.

With the recent storm impacts Yolo County has identified expenses related to these winter storms, which may be eligible for reimbursement under State or Federal disaster assistance. This resolution is to be filed with the Cal OES for the purpose of obtaining certain federal financial assistance under Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act. This is a universal resolution and is effective for all open and future disasters for up to three years following the date of approval. Approval of this resolution will allow the City to apply for Federal and/or State financial assistance for allowable costs incurred as a result of a disaster event.

ENVIRONMENTAL ANALYSIS:

This action does not constitute a project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) because it involves only organizational or administrative activities that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT:
None other than potential reimbursement for eligible expenses.

ATTACHMENT:
1. Resolution 2023-06
2. CAL OES Form 130

Resolution No. 2023-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS DESIGNATING AUTHORIZED AGENTS FOR FINANCIAL ASSISTANCE RELATED TO DISASTERS

WHEREAS, the City of Winters ("City") is at risk from an assortment of natural, technological, and human conflict-related disasters; and

WHEREAS, such hazards necessitate response actions for the economic stability, environmental quality, and well-being of Yolo County; and

WHEREAS, disaster response efforts require a funding mechanism; and

WHEREAS, disaster response efforts can result in significant costs which exceed the normal operating budget; and

WHEREAS, a public entity established under the laws of the State of California may file an application with the California Governor's Office of Emergency Services for the purposes of obtaining certain federal financial assistance under the Disaster Relief Act (Public Law 93-288) as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act; and

WHEREAS, the City may be eligible for federal and/or state financial assistance by means of reimbursement or grant funding from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) for disaster aid; and

WHEREAS, Cal OES requires approval of a resolution designating authorized agents by title to apply for financial assistance, which must be passed and approved by the City Council, and must be updated every three years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters that it designates the City Manager, Fire Chief, and Director of Administrative Services as the City's authorized agents to execute for and on behalf of the City of Winters, a public entity established under the laws of the State of California, any actions necessary for the purpose of applying for and administering Federal and/or State financial assistance for disaster expenses, as required by the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES)..

BE IT FURTHER RESOLVED that the Cal OES Form 130, included as Attachment A, is hereby approved, and this Resolution shall become effective immediately upon passage and adoption and shall be in effect for three (3) years.

DULY AND REGULARLY ADOPTED this 7th day of February, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

Bill Biasi, Mayor

ATTEST:

Kathleen Salguero Trepa, City Clerk

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES Cal OES ID No: _____
Cal OES 130

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Winters (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR
Director of Administrative Services
_____ (Title of Authorized Agent), OR

Fire Chief (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Winters (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____City of Winters (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 7th day of February, 20 23

Bill Biasi, Mayor
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Ellena Branson (Name), duly appointed and Deputy City Clerk (Title) of

City of Winters (Name of Applicant), do hereby certify that the above is a true and correct copy of a

Resolution passed and approved by the City Council (Governing Body) of the City of Winters (Name of Applicant)

on the 7th day of February, 20 23 .

_____ _____
(Signature) (Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. Titles Only: If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

Minutes of the Regular Meeting of the Winters City Council Held via Teleconference (Zoom) on January 17, 2023

Mayor Biasi called the meeting to order at 6:34 PM

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

Absent: None

Staff: City Manager Kathleen Trepa

Rick Von Geldern led the Pledge of Allegiance.

APPROVAL OF AGENDA:
Motion by Council Member Loren, second by Council Member Scianna to approve the agenda as amended. Motion carried with the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

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

PUBLIC COMMENTS:
Rick Von Geldern commented on construction work during the weekends and recent holiday at the Winters Highland development.

Chris Polomo of a local construction union expressed concerns to council regarding workers pay benefits, and conditions.

CONSENT CALENDAR:
6A. Minutes of the Special Meeting of the Winters City Council Held on January 10, 2023
6B. Resolution No. 2023-01 Renewing Authorization and Making Findings and Determinations Under AB 361 for Continued Virtual Meetings.

City Manager Trepa provided an overview of the consent calendar items. Motion by Council Member Casavecchia, second by Mayor Pro Tem Vallecillo to approve the agenda as is. Motion carried with the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

PRESENTATION:
None

DISCUSSION ITEMS:

8A. Resolution 2023-04 Establishing a Schedule of Administrative Fines Pursuant to Winters Municipal Code Chapter 19.10 (Administrative Citations) Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2), 15060(c)(3), 15061(b)(3) and 15378(a)

Police Chief Miller introduced the item.

Corinne Martinez inquired about advertising or communicating to the public information about the new code enforcement fine schedule.

Council Members expressed support of the item and requested materials be available in both English and Spanish.

Motion by Mayor Pro Tem Vallecillo second by Council Member Scianna to Adopt Resolution 2023-04 establishing a schedule of administrative fines pursuant to Winters Municipal Code Chapter 19.10 (Administrative Citations). Motion carried with the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

8B. Resolution No. 2023-05 Declaring a Local Emergency

City Manager Trepa introduced the item.

Motion by Council Member Loren second by Council Member Casavecchia to Approve Resolution No. 2023-05 declaring a local emergency for storms beginning December 27, 2022. Motion carried with the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

CITY MANAGER REPORT:

INFORMATION ONLY:

ADJOURNMENT:
Meeting was adjourned in honor of Bob Bell 7:11PM

_____
Bill Biasi, MAYOR

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: February 7, 2023

FROM: Kathleen Salguero Trepa, City Manager

SUBJECT: Resolution No. 2023-09 Renewing Authorization and Making Findings and Determinations Under AB 361 for Continued Virtual Meetings.

RECOMMENDATION:
Adopt Resolution No. 2023-09 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. 2023-09 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 2023-09

RESOLUTION NO. 2023-09

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 February 7, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Bill Biasi, Mayor

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

City Council
Staff Report

To: Honorable Mayor and Council Members

Date: February 7, 2023

Through: Kathleen Salguero Trepa, City Manager

From: Kirk Skierski, Senior Planner

Subject: Winters Market Type-20 ABC License

Recommendation:

1. Conduct a public hearing on the Winters Market Type-20 ABC License Determination of Public Convenience or Necessity; and
2. Adopt Resolution No. 2023-07 Denying a request for a Determination of Public Convenience or Necessity for aType-20 ABC License for Winters Market.

Project Description:

The Winters Market has applied for a Type-20 ABC license with the California Department of Alcoholic Beverage Control ("ABC"), which would allow for off-sale beer and wine sales (off-site consumption only). The Winters Market is located at 3 Grant Avenue directly adjacent to the Grant Avenue and Railroad Avenue intersection.

The Department of Alcoholic Beverage Control considers the census tract where Winters Market is located to have an "undue concentration" of alcohol licenses. An undue concentration is defined as a "ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located that exceeds the ratio of off-sale retail license to population in the county in which the applicant premises are located." This means that in order for new alcoholic licenses to be issued, the local government must approve a Determination of Public Convenience or Necessity ("PCN"). If the City does not approve a Determination of Public Convenience or Necessity, ABC will not issue the requested Type-20 ABC license.

Background:

According to ABC, the number of off-sale licenses is limited to one for each 1,250 people in a city or county. For the City of Winters, as a whole, with a population of 7,115 people (based on ABC Census Tract information) and nine total off-sale alcohol licenses, the ratio is 1:791. Based on this ratio, Winters, as a whole, is considered to have an "undue concentration" of off-sale licenses. In addition, ABC considers the census tract where Winters Market is located (census tract 113.02) to have an "undue concentration" of alcohol licenses. Census tract 113.02 has a population of 3,634 and a total of three off-sale alcohol licenses, the ratio is 1:1,211. Based on this ratio, census

tract 113.02 is considered to have an “undue concentration” of off-sale licenses. Therefore, a Determination of Public Convenience or Necessity must be made by the City of Winters in order for any new off-sale licenses to be issued.

Determination of Public Convenience or Necessity

Business and Professions Code Section 23958.4 prohibits the issuance of alcohol retail licenses in any area that has an "undue concentration" of licenses. An "undue concentration" for off-sale retail license applications is found where the applicant premises are either: (1) located in a crime reporting district that has a 20 percent greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency; or (2) the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located. (Bus. & Prof. Code § 23958.4(a).)

In census tracts where ABC has determined an undue concentration of alcohol licenses, sections 23958 and 23958.4 of the Business and Professions Code require ABC to deny the application unless the local governing body of the area in which the applicant premises are located, in this case the City Council, determines that public convenience or necessity would be served by the issuance. When making PCN determinations, the review authority (City Council) must consider several criteria, including whether:

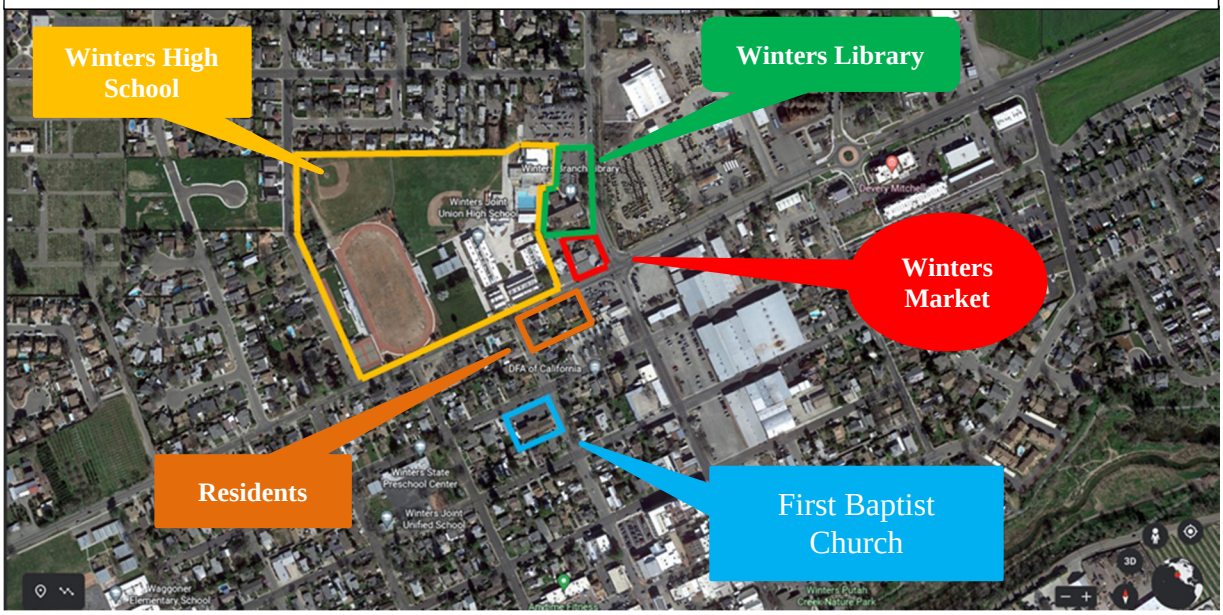
- The issuance of the license will not negatively influence the rate of criminal activity in the neighborhood;
- The business provides a wide range of desirable goods and services; or a unique type of goods or services;
- The issuance of the license is compatible with the neighborhood, including:
    - Proximity and number of other retail outlets selling alcohol.
    - Proximity of the retail outlet to schools, playgrounds, and other facilities serving young people.
    - Proximity of the retail outlet to residential neighborhoods
- The establishment for which the alcoholic beverage license is requested has no land use, building code, or health code violations, and is permitted by the applicable use regulations of the City of Winters Municipal Code.

ABC uses a distance of 600’ or less to determine potentially incompatible proximity to sensitive, non-residential uses such as schools, public playgrounds, or nonprofit youth facilities. Generally, ABC will deny a license in the above situations when there is evidence that normal operation of the licensed premises will be contrary to public welfare and morals. Mere proximity by itself is not sufficient to deny the license. In this

case, ABC has not formally denied the Winters Market Type-20 ABC license application and has referred the PCN request to the City Council for a determination.

There are three sensitive uses within 600 feet of Winters Market: 1). Winters High School; 2). First Baptist Church Winters; and 3). the Winters Library.

Figure-1 Proximity Map



For residences, ABC uses 100' as a distance for potentially unallowable alcohol sales, including beer and wine only licenses. ABC will not license a new retail location within 100 feet of a residence unless the applicant can establish that the operation of the proposed premises will not interfere with the quiet enjoyment of the property by residents. There is one residence located within 100’ feet of the Winters Market parcel.

It is staff’s understanding that ABC has conducted a site visit of Winters Market, including analysis of the site and surrounding uses, and has found that an ABC license may be issued at this location *subject to local approval* of a PCN.

Staff Recommendation

Staff does not support the proposed PCN application because the project site is in close proximity to Winters High School and is a popular destination for students before, during and after school hours. While one option is to require that alcohol be locked and not available for sales during school hours, including one hour before and after the school day, the school schedule adjusts for a number of different reasons, adding a layer of complexity for tracking and enforcement. Staff questions the compatibility of beer and wine sales at this location within the neighborhood location and number of minors present in and around the store. If one or more of the above findings cannot be made, staff recommends denial of the Public Convenience or Necessity request. The resolution of denial (Resolution No. 2023-07) is attached to this staff report.

Comments

The City received two comment letters as summarized below and included as attachments to this staff report:

Winters High School letter dated January 26, 2023

Winters High School submitted a comment letter raising concerns relating to the requested Type-20 ABC license. The comment letter identified that the Winters Market is in close proximity to Winters High School and is patronized on a daily basis by students. In addition, it is the High School's position that the City should deny the Determination of Public Convenience or Necessity due to incompatibility issues that could result in marketing alcohol sales to minors, sending an inappropriate message to Winters youth. In addition, the Winters High School letter included a petition signed by 57 facility staff and student signatures requesting the City Council deny the Determination of Public Convenience or Necessity.

The Winters High School letter is included as Attachment #4.

City of Winters Police Department letter dated January 23, 2023

The position of the Winters Police Department is that should Council elect to approve the PCN determination and if an ABC license is issued, the following conditions should be included:

1. No sales during normal school hours plus a minimum of one hour on each side of the regular bell schedule regardless of day of the week (Monday-Friday), holidays, half days, breaks, etc. (i.e. no sales Monday-Friday between 7:00 am and 4:20 pm, preferably rounded to 5:00 pm, even during summer break). This is justified due to other school activities during breaks such as football practice, club activities, etc. (This requirement would require Winters Market to monitor the high school calendar.)

2. All alcohol must be physically inaccessible and locked during days/hours above. This includes alcohol that is stored/displayed behind the counter (i.e. must be physically inaccessible and locked in a cabinet/display and not just reliant upon the physical presence of the clerk).

The City of Winters Police Department letter is included as Attachment #3.

Environmental Analysis:

Staff recommends that this project be determined categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15270 (projects which are disapproved).

Fiscal Impact:

The City of Winters has not formally adopted permitting requirements or a submittal fee for Determinations of Public Convenience or Necessity. Staff has been processing the Winters Market Type-20 ABC License application as general staff time under the Planning Division budget since no application fee could be charged at this time. Staff recommends that permitting requirements and an application fee be established by the City Council, which could be brought forward at a future date.

Alternatives:
The City Council may consider the following alternatives:

1. Continue the Public Hearing to request additional information from staff and/or the applicant.
2. If, after hearing the matter, the City Council determines that approval of the request serves a public convenience or necessity, direct staff to prepare findings and a resolution approving the request for consideration at a future Council hearing, including any proposed conditions of approval.

Attachments:
1. Resolution No. 2023-07 Denying the Winters Market Type-20 ABC License Determination of Public Convenience or Necessity
2. Winters Market ABC Application
3. Police Department Comment Letter dated January 23, 2023
4. Winters High School Letter dated January 26, 2023 and WJUSD Letter dated January 26, 2023

Resolution No. 2023 – 07

A Resolution of the City Council of the City of Winters Denying the Winters Market Type-20 ABC License Determination of Public Convenience or Necessity

Whereas, on December 2, 2023, Sumandeep Singh with the Winters Market, contacted City staff regarding a Type-20 alcohol license application with the Department of Alcoholic Beverage Control ("ABC") located at 3 Grant Avenue, APN: 003-282-025; and

Whereas, Winters Municipal Code Table 17.58-2 allows for retail commercial uses including convenience stores within the Downtown-A zoning district; and

Whereas, Winters Municipal Code Chapter 17.96, Alcoholic Beverage Establishments, allows off-sale ABC licenses for food markets, supermarkets, convenience markets, drugstores, or any establishment in which sales of alcoholic beverages constitute less than twenty (20) percent of total retail sales by right; and

Whereas, ABC has determined that the census tract where Winters Market is located to have an "undue concentration" of alcohol licenses; and

Whereas, Business and Professions Code Section 23958 authorizes the Department of Alcoholic Beverage Control (ABC) to deny an application for a license if issuance of that license would tend to create a law enforcement problem or if issuance would result in or add to an undue concentration of licenses, except as provided in Business and Professions Code Section 23958.4; and

Whereas, the City of Winters City Council is the review authority when considering Determinations of Public Convenience or Necessity within a census tract where ABC has determined an undue concentration of alcohol licenses; and

Whereas, the City Council shall first make the findings required by Business and Professions Code Section 23958.4 prior to the issuance of Determination of Public Convenience or Necessity; and

Whereas, the City of Winters City Council held a public hearing on February 7, 2023, 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 February 7, 2023; and

Whereas, on February 7, 2023, 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 hereby resolves as follows:

1. Determines that the required findings to make a Determination of Public Convenience or Necessity cannot be made as set forth in Exhibit “A” to this resolution, referenced hereto and incorporated herein;

2. Denies the Winters Market Type-20 ABC License Determination of Public Convenience or Necessity; and

3. Directs staff to not execute the Winters Market ABC license application and inform the California Department of Alcoholic Beverage Control of the City Council’s action.

Passed and Adopted this 7th day of February 2023, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Bill Biasi, Mayor

_____
Kathleen Salguero Trepa, City Clerk

Resolution No. 2023 – 07

Exhibit "A"

Recommended Findings

Public Convenience or Necessity Findings

1. *The issuance of the license will not negatively influence the rate of criminal activity in the neighborhood in which the establishment is located.*

   Due to the location of the Winters Market being located on Grant Avenue (State Route 128), which is a major throughfare through the City of Winters, it is unlikely that issuance of an ABC license would negatively influence the rate of criminal activity in the neighborhood or project vicinity.

2. *The issuance of the license is compatible with the neighborhood character, including: proximity and number of other retail outlets selling alcohol; proximity of the retail outlet to schools, playgrounds, and other facilities serving young people; proximity of the retail outlet to residential neighborhoods; the business provides a wide range of desirable goods and services; and the business provides a unique type of goods and services.*

   The Winters Market is located at 3 Grant Avenue directly adjacent to the Grant Avenue and Railroad Avenue intersection. Winters Market has three sensitive uses within 600' feet of the property: 1). Winters High School; 2). First Baptist Church Winters; and 3). the Winters Library. In addition, there is one residence located within 100' feet of the property. Due to the Winters Market being in close proximity to the Winters High School, which allows students to travel off campus, the Winters Market is a popular destination for high school students. Due to this, the City Council finds the issuance of an alcohol license is not compatible with the neighborhood character.

3. *The City has verified that the establishment for which the alcoholic beverage license is requested has no land use, building code, or health code violations, and is permitted by the applicable use regulations of the City of Winters Municipal Code.*

   The property and use are currently compliant with all applicable use regulations of the City of Winters Municipal Code.

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

INFORMATION AND INSTRUCTIONS - SECTION 23958.4 B&P

Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.

- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
- Part 2 is to be completed by the applicant, and returned to ABC.
  Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

GEO CODE :5702

1. APPLICANT'S NAME

CHANA INC. - 643287

2. PREMISES ADDRESS (Street number and name, city, zip code)

3 GRANT AVE, WINTERS, CA 95694-1615

3. LICENSE TYPE

20

4. TYPE OF BUSINESS

[ ] Full Service Restaurant	[ ] Hofbrau/Cafeteria	[ ] Cocktail Lounge	[ ] Private Club
[ ] Deli or Specialty Restaurant	[ ] Comedy Club	[ ] Night Club	[ ] Veterans Club
[ ] Cafe/Coffee Shop	[ ] Brew Pub	[ ] Tavern: Beer	[ ] Fraternal Club
[ ] Bed & Breakfast:	[ ] Theater	[ ] Tavern: Beer & Wine	[ ] Wine Tasting Room
[ ] Wine only [ ] All			
[ ] Supermarket	[ ] Membership Store	[ ] Service Station	[ ] Swap Meet/Flea Market
[ ] Liquor Store	[ ] Department Store	[X] Convenience Market	[ ] Drive-in Dairy
[ ] Drug/Variety Store	[ ] Florist/Gift Shop	[ ] Convenience Market w/Gasoline	
[ ] Other - describe:			

5. COUNTY POPULATION	6. TOTAL NUMBER OF LICENSES IN COUNTY	7. RATIO OF LICENSES TO POPULATION IN COUNTY
217500	N/A [ ] On-Sale [ ] Off-Sale	1-1250 [ ] On-Sale [X] Off-Sale
8. CENSUS TRACT NUMBER	**9. NO. OF LICENSES ALLOWED IN CENSUS TRACT**	**10. NO. OF LICENSES EXISTING IN CENSUS TRACT**
113.02	2 [ ] On-Sale [X] Off-Sale	3 [ ] On-Sale [X] Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

[X] Yes, the number of existing licenses exceeds the number allowed

[ ] No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

[ ] Yes (Go to Item #13) [X] No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER	14. TOTAL NUMBER OF REPORTING DISTRICTS	15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS
N/A	N/A	N/A
16. AVERAGE NO. OF OFFENSES PER DISTRICT	**17. 120% OF AVERAGE NUMBER OF OFFENSES**	**18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT**
N/A	N/A	N/A

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

[ ] Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17

[ ] No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

[ ] a. If "*No*" is checked in both item #11 *and* item #19, *Section 23958.4 B&P does not apply* to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.

[ ] b. If "*Yes*" is checked in either item #11 *or* item #19, *and* the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjuction with a beer manufacturer's license, or winegrower's license, advise the *applicant to complete Section 2* and bring the completed form to ABC when filing the application or as soon as possible thereafter.

[X] c. If "*Yes*" is checked in either item #11 *or* item #19, *and* the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the *applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3*. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

Tiffany Alfaro

please mail PCN TO:
Directors of Community Development
318 1st St
Winters, CA 95694

ABC-245 (rev. 01-11)

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documention, if desired. Do *not* proceed to Part 3.

22. APPLICANT SIGNATURE

23. DATE SIGNED

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance.
Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

☐ Yes ☐ No ☐ See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

26. CITY/COUNTY OFFICIAL NAME

27. CITY/COUNTY OFFICIAL TITLE

28. CITY/COUNTY OFFICIAL PHONE NUMBER

29. CITY/COUNTY OFFICIAL SIGNATURE

30. DATE SIGNED

Winters Police Department

702 Main Street, Winters, CA. 95694

Dispatch (530) 795-4561| Office (530) 795-2261| Fax (530) 795-3921

To: City Planner Kirk Skierski

From: Chief John P. Miller

Date: January 23, 2023

Subject: Winters Market ABC License

Per our conversation reference the Winters Market's Alcoholic Beverage Control (ABC) License on or around January 20, 2023, the position of the Winters Police Department that if an ABC license is granted, we would request the following conditions:

1. No sales during normal school hours plus a minimum of one hour on each side of the regular bell schedule regardless of day of the week (Monday-Friday), holidays, half days, breaks, etc. (i.e. no sales Monday-Friday between 7:00 am and 4:20 pm, preferably rounded to 5:00 pm, even during summer break). This is justified due to other school activities during breaks such as football practice, club activities, etc.

2. All alcohol must be physically inaccessible and locked during days/hours above. This includes alcohol that is stored/displayed behind the counter (i.e. must be physically inaccessible and locked in a cabinet/display and not just reliant upon the physical presence of the clerk).

Please let me know if you have any questions or need further clarification.

WINTERS JOINT UNIFIED SCHOOL DISTRICT

909 WEST GRANT AVE., WINTERS, CA 95694
(530) 795-6100 FAX (530) 795-6114

RODY BOONCHOUY, Ed.D.
SUPERINTENDENT

BOARD OF TRUSTEES

CARRIE GREEN
JOEDY MICHAEL
STERLING DAVIS
KRISTIN TROTT
EVERARDO ZARAGOZA

January 26, 2023

Bill Biasi, Mayor
Albert Vallecillo, Mayor Pro Tempore
Richard Casavecchia, Council Member
Jesse Loren, Council Member
Carol Scianna, Council Member
City of Winters
318 1st St
Winters, CA 95694

cc: Kathleen Trepa, City Manager
Kirk Skierski, City Planner

Re: Winters Market Alcohol Permit

Dear Mayor Biasi, Mayor Pro Tempore Vallecillo, and Members Casavecchia, Loren, and Scianna:

Chana Inc. ("Winters Market") located at 3 Grant Avenue, Winters, CA, 95694-1615 has applied for a liquor license under the Alcohol Beverage Control Act. The Winters Joint Unified School District has protested issuance of the license, due to concerns for the safety of our students at Winters High School.

ABC found that granting the license would result in *an oversaturation of alcoholic beverage outlets in this particular census tract*, which would make the issuance of the license unnecessary. As a result, State law prohibits ABC from issuing the license unless the City of Winters finds that the public interest is served, and issues a Public Convenience or Necessity ("PCN") determination. For the reasons outlined below, the Winters JUSD Administrative Staff request that the City maintain the *status quo* and deny the request for the PCN determination.

1. The Market's Proximity to the School

The City's municipal code (Section 17.96.040) expressly prohibits an off-sale liquor establishment from selling or storing motor fuels on the same premises as alcoholic beverages, except upon the following conditions: "K. No off-sale liquor establishment shall be maintained within five hundred (500) feet of such consideration points as schools (public and private), established churches or other places of worship, hospitals, convalescent homes, public parks, and playgrounds and/or other similar uses. The distance of five hundred (500) feet shall be measured between the nearest entrances used by patrons of such establishments along the shortest route to other

establishments, or to the nearest property line of any of the above referenced consideration points. The separation requirement shall be reduced to two hundred (200) feet for operations located within the central business district."

The City's code mentions establishments selling or storing motor fuels on the same premises as alcoholic beverages – but motor fuels make no practical difference to the health and safety implications of having an off-sale liquor establishment so close to a school. The distance between the entrance of Winters High School and the Winters Market is 363.09 feet. The distance between the District property line and the entrance to the market is 134.4 feet. (*See* **Exhibit A** attached hereto). By either measure, Winters Market is within the City's 500 foot distance parameter, and there is a safety concern created by having an alcoholic beverage establishment so close to a school site.

2. Other Practical Considerations

Additional reasons for the city to refuse a Public Convenience or Necessity include the following:

a. It is not practicable to prohibit alcohol sales during "school hours." Expecting store clerks to store the alcohol in locked containers during school hours and then "open" the alcohol after school hours may be unrealistic and difficult to enforce.

b. Winters High School offers a variety of student activities beyond school hours, including afternoon, evening, and weekend sports events, social clubs, and similar activities. A "school hours" restriction will not provide meaningful protection during additional times of school and community based activities.

c. Winters Market is currently, and regularly, frequented by students, so much so that school staff supervise the Winters Market parking lot during student breaks and lunches to ensure students are safe, well-behaved, and return to campus in a timely fashion. Students will know that there is alcohol in this location and the times it becomes available.

d. Having alcohol in this location will increase the likelihood that minors will solicit adults to purchase alcohol on their behalf.

e. Selling alcohol in this location would increase the risk of intoxicated people driving to and from the store, which currently serves as a student gathering area.

WINTERS JOINT UNIFIED SCHOOL DISTRICT

909 WEST GRANT AVE., WINTERS, CA 95694
(530) 795-6100 FAX (530) 795-6114

RODY BOONCHOUY, Ed.D.
SUPERINTENDENT

BOARD OF TRUSTEES

CARRIE GREEN
JOEDY MICHAEL
STERLING DAVIS
KRISTIN TROTT
EVERARDO ZARAGOZA

On behalf of Winters JUSD Administrative Staff, it is our stance that having a liquor establishment on the main thoroughfare to school is detrimental, dangerous, and undesirable. There are no time restrictions that can avoid the negative and unsafe consequences that are sure to result from alcohol sales adjacent to a school facility. The City's code itself recognizes that sales within 500 feet of a school are problematic. Our charge as educators in the community is to ensure the safety and wellbeing of our children. We respectfully request that the City help protect our community's children and refuse to find a Public Convenience or Necessity in connection with this application.

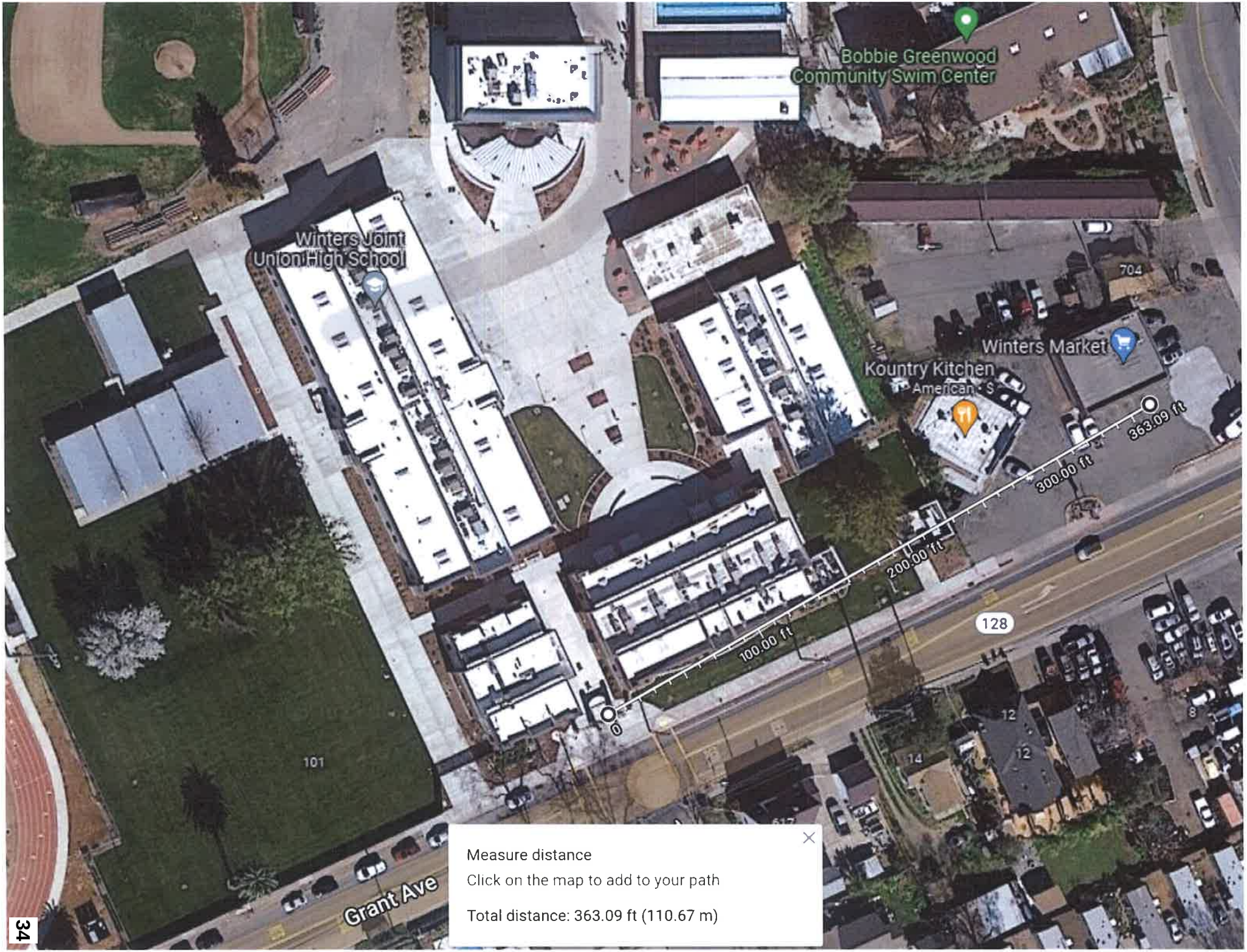
Sincerely,



Rody Boonchouy, Ed.D.
WJUSD Superintendent of Schools

EXHIBIT A


Winters Branch Library
Bobbie Greenwood Community Swim Center
Winters Joint Union High School
Winters Market
Kountry Kitchen
134.40 ft
128
Pisani's
101
Grant Ave
1st St
Measure distance
Click on the map to add to your path
Total distance: 134.40 ft (40.97 m)


Bobbie Greenwood
Community Swim Center
Winters Joint
Union High School
704
Winters Market
Kountry Kitchen
American · $
363.09 ft
300.00 ft
200.00 ft
100.00 ft
128
101
14
12
12
8
Grant Ave
Measure distance
Click on the map to add to your path
Total distance: 363.09 ft (110.67 m)

25 January 2023

Dear Winters City Council,

It is with great concern that we write to you regarding the recent request by the Winters Market, 3 Grant Avenue, to be allowed to sell alcoholic beverages. As you are well aware, this business neighbors Winters High School campus and is patronized on a daily basis by many WHS students and staff. There are also several residential homes directly behind and bordering the Winters Market property.

Due to its proximity to Winters High School, we believe that the request by Winters Market should be denied. Granting the Winters Market request would send a message opposite of the one taught in our health classes on campus, which teaches our youth about the harmful effects of alcohol. With a granted request will also come in-store advertising of alcoholic beverages that our students will see on a daily basis, which could result in an increase of teenage drinking. Sales to minors, public drunkenness near the store and possibly on our campus, and an increase of using our nearby campus as a place to consume beverages purchased at the market could also occur.

We hope that the council will take into consideration these and other possible effects that could occur if alcohol is allowed to be sold at Winters Market.

We thank you for your time and consideration,

Staff and student signers of a recent petition circulated at Winters High School
(See attached petitions)

FRIDAY NIGHT Line

Winters High School
909 Grant Avenue
Winters, CA 95694

5

Petition for Winters City Council to Deny Winters Market to Sell Alcohol

We, the undersigned students and faculty of Winters High School, support the denial of a permit for Winters Market to sell alcohol products, including beer and wine.

(A.) As of 2019, 14.5 million people in the U.S. ages 12 and older had Alcohol Use Disorder (AUD).

(B.) Research indicates that alcohol use during the teenage years can interfere with normal adolescent brain development and increase the risk of developing AUD.

(C.) Research also shows that people who misuse alcohol have a greater risk of liver disease, depression, stroke, stomach bleeding, as well as cancers of the esophagus, larynx, liver, colon and rectum. https://www.niaaa.nih.gov

Furthermore, the California Department of Alcoholic and Beverage Control (ABC) may deny a retail license located (a) within vicinity of churches and hospitals, or (b) within at least 600 feet of school, public playgrounds and nonprofit youth facilities (Section 23789 and Rule 61.4). **The Winters High School Gym is 528 feet from the Winters Market.**

ABC will not license a new retail location within 100 feet of a residence unless the applicant can establish that the operation of the proposed premises will not interfere with the quiet enjoyment of the property by residents (Section 23789 and Rule 61.4). **There are several apartments directly behind the Winters Market.**

Finally, the Winters City Code Section 17.96.040 (K) states that "No off sale liquor establishment shall be maintained within 500 feet of such consideration points as schools, (public and private), established churches or other places of worship, hospitals, convalescent homes, public parks, and playgrounds and/or other similar uses. The distance of five hundred (500) feet shall be measured between the nearest entrances used by patrons of such establishments along the shortest route to other establishments, or to the nearest property line of any of the above referenced consideration points."

By signing this petition, you are urging the Winters City Council to NOT grant the Winters Market permission to sell alcohol. Support youth, not alcohol sales!

Name	Signature	Check One
John Barsotti		☐Student ☒Staff
Andrea Hurst	Andrea Hurst	☐Student ☒Staff
Holly Smith		☐Student ☒Staff
Dianne Hala		☐Student ☒Staff
Michael Goodson		☐Student ☒Staff
Kayla Mederos		☐Student ☒Staff

Name	Signature	Check One
Danielle Johnson	Danielle Johnson	☑Student ☐Staff
Makayla Garland	Makayla Garland	☑Student ☐Staff
Carmen Barnos	Carmen Barnos	☑Student ☐Staff
Isabella Mena		☑Student ☐Staff
Jaedyn Liss	Jaedyn Liss	☒Student ☐Staff
Kali Benton	Kali Benton	☑Student ☐Staff

Name	Signature	Check One
Bayla Garcia	Bayla	☑Student ☐Staff
Traci Calvert	Traci Calvert	☐Student ☒Staff
Jose Lopez	Jose Lopez	☒Student ☐Staff
Jonathan [illegible]	[illegible]	☒Student ☐Staff
Paris Zaragoza	Paris Zaragoza	☒Student ☐Staff
[illegible]	[illegible]	☒Student ☐Staff

Name	Signature	Check One
Dennise Valdez	Dennise Valdez	☑Student ☐Staff
Kalyssa Grinbergs	Kalyssa Grinbergs	☑Student ☐Staff
Janeth Valladay	Janeth Valladay	☑Student ☐Staff
Christina Ramirez	Christina Ramirez	☑Student ☐Staff
Yarethzy Sanchez	Yarethzy Sanchez	☑Student ☐Staff
Pricila Gonzalez	Pricila Gonzalez	☑Student ☐Staff

Name	Signature	Check One
Alondra Molina		☑Student ☐Staff
Ana Temoltzi		☑Student ☐Staff
Ashley Delgado		☑Student ☐Staff
Liliana Murillo		☑Student ☐Staff
Ruby Campos		☑Student ☐Staff
Daleta Kornegay		☐Student ☑Staff
Andrea Cogan		☒Student ☐Staff
Jello Beraun		☑Student ☐Staff
		☐Student ☐Staff

Name	Signature	Check One
[illegible]	[illegible]	☐Student ☐Staff
Lily Anderson		☑Student ☐Staff
[illegible]	[illegible]	☒Student ☐Staff
		☐Student ☐Staff

Name	Signature	Check One
Makena Driver		☑Student ☐Staff
Kalyssa Grinbergs		☑Student ☐Staff
Ava Skinner		☑Student ☐Staff
Anneliese Gonzalez		☑Student ☐Staff
		☐Student ☐Staff
		☐Student ☐Staff
		☐Student ☐Staff

Name	Signature	Check One
Madeline Ahrens	Madeline Ahrens	☐Student ☒Staff
Patricia Cisneros	PCisneros	☐Student ☒Staff
Rebecca Bjorkman	RBjorkman	☐Student ☒Staff
Dawn Strange	Dawn Strange	☐Student ☒Staff
Danielle Bertrand	D Bertrand	☐Student ☒Staff
Camille Flint	Camille Flint	☐Student ☒Staff
Theresia Alba	Theresia Alba	☐Student ☒Staff
Olivia Rodriguez	Olivia Rodriguez	☐Student ☒Staff
Kari Mann	Kari Mann	☐Student ☒Staff
		☐Student ☐Staff

Name	Signature	Check One
Matt Baker	MBaker	☐Student ☒Staff
Matt Biers	Matt Biers	☐Student ☒Staff
		☐Student ☐Staff

Name	Signature	Check One
Zaria Gentry	Zaria Gentry	☒Student ☐Staff
		☐Student ☐Staff
		☐Student ☐Staff

Name	Signature	Check One
James Stark	James Stark	☐Student ☒Staff
Vincent Colter	VColter	☒Student ☐Staff
Bryan Angel	Bryan Angel	☒Student ☐Staff
Tristan Cooper	Tristan Cooper	☒Student ☐Staff
Logan crabtree	Logan crabtree	☒Student ☐Staff

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: February 7, 2023

FROM: Kathleen Salguero Trepa, City Manager

SUBJECT: Main Street Seasonal Closure Schedule and Spring Festival

RECOMMENDATION:

1. Adopt Resolution No. 2023-08 approving the seasonal Main Street Closure Schedule for 2023, inserting
    - the start Month and
    - weekend schedule; and
2. If approving the proposed Spring Festival for March 24 - March 26, 2023, by motion approve the proposed closure of Main Street as noted in the staff report.

BACKGROUND:

As a result of the COVID-19 pandemic, the City Council previously authorized the closure of Main Street from Railroad to the half-block crossing to allow for outdoor dining, gathering and programming in support of downtown businesses. Initially the closure was full-time seven days a week, until December 1, 2020, when Council authorized two-way traffic during the week and weekend only closures, primarily from Friday afternoon through Monday morning. On November 16, 2021, based on declining usage of the outdoor gathering area, the City Council determined that Main Street should remain open seven days a week through the winter months and agreed to consider a recommendation by the Downtown Business Association for the spring.

On March 1, 2022, the City Council approved a seasonal Main Street closure schedule for 2022, beginning the 4rth Friday of March through the last weekend in October to accommodate festivals that would bookend the closure schedule. The half block of Main Street from Railroad to mid-block crossing from Friday at approximately 3 p.m. to Monday morning at approximately 7 a.m. This approval for was one season and the Downtown

Business Association would need to return for 2023.

On January 11, 2023, Chris Turkovich, the president of the Downtown Business Association (DBA), submitted a request to re-instate the Main Street half-block season closure beginning on the 4th Friday of March through the last weekend in October 2023 on a permanent, recurring basis (Attachment 2). The weekend closure would begin Friday afternoons at approximately 3:00 p.m. so that public works employees can install the bollards before they leave for the weekend. As in the past, Main Street would reopen on Monday at approximately 7:00 a.m. The request for a recurring, annual schedule is to allow time for the DBA to plan for the opening each year. The March and October weekend festivals would bookend the season and take time to plan.

The advertising for this year's opening festival has already begun. Accompanying this staff report is also a request to approve closing Main Street for this year's spring festival. Both items are discussed in more detail below. If the closure schedule is approved, the City Council must adopt a resolution making findings to support the closure of the public street on a fixed schedule, which is attached as Attachment 1.

DISCUSSION:

SEASONAL CLOSURE SCHEDULE

As part of approving last year's seasonal closure schedule, the City Council requested that a business survey following the season be conducted and the results shared with the City Council. That survey was conducted last fall and is attached (Attachment 3). Only 11 people responded to the survey (10 were business owners):

- 8 people supported the seasonal closure / 3 did not.
- 7 people supported the hours of the weekend closure (Friday p.m. – Monday a.m.)

In addition, 179 people responded to the community survey that closed early January.

- Of those approximately 60% supported keeping the outdoor gathering area while 40% wanted to see parking return.
- 28% did not support the street closure schedule while the majority voted to keep the closure schedule at some level.
- 48% supported the March – October closure, 10% preferred beginning in April, 8% in May and 5% in June. 28% supported eliminated the weekend closure schedule.
- 50% supported shortening the timeframe to open on Sunday versus the Friday – Monday schedule.

More robust information related to the downtown visioning process will be brought forward to a joint meeting of the Planning Commission and City Council in March; however, the survey results related to the Main Street closure schedule were relevant to the current request before the City Council.

The determination before the City Council is whether to

1) *Support a seasonal closure schedule for the half block of Main Street.*

   Staff recommends that pending the outcome of the downtown visioning project that the request be considered for only 2023 at this time. In the majority, people support outdoor gathering and the half block closure area, provided the closure area is programmed, which it has been.

2) *Approve a March – October schedule or begin later in the spring.*

   The DBA is again requesting to begin the closure season with a 4th Friday event in March, and Holden Events is already advertising for the proposed spring festival craft show on March 25. A majority of the respondents surveyed supported the March start month. Council could approve the same closure schedule as last year (beginning in March) or select a later month.

3) *Confirm the weekend schedule.*

   The DBA has requested the previously approved Friday afternoon – Monday morning schedule. The community responses to the survey indicate mixed support for the same schedule versus shorting the closure to Sunday. Currently, Public Works employees install and remove the bollards, hence the times in the morning and afternoons. An employee is assigned to work weekend mornings (approximately 8 a.m. – 12 noon) so adjusting the schedule to lift the bollards on Sunday, when the closure area is not actively programmed (except for special events) is possible.

   Staff recommends lifting the bollards on Sunday around noon, rather than Monday to accommodate the morning breakfast diners. There is minimal programming if any in the closure area on Sundays and lifting the closure will allow business customers to circulate through Main Street more efficiently. This would represent a change, and any change in traffic patterns and use of the closure area will result in potential safety concerns as people adjust to the new schedule, which is a primary reason the DBA is requesting consistency.

SPRING FESTIVAL, MARCH 24 – MARCH 26

Similar to last year, the DBA is coordinating a Spring Festival that coincides with the 4th Friday weekend in March to “launch” the seasonal closure period. Events include the traditional festive dinner on Friday night with live music and a craft show on Saturday. No additional activities or special event permits have been submitted for Sunday.

The DBA is requesting that Main Street be closed from Railroad to First Street Friday evening, and then to Second Street early on Saturday to accommodate the craft show. Vendors can also be located into the “wings” of First Street up to the alleys and into Paseo Park, which will provide more space. This year staff will also authorize Holden Events to utilize the pergola spaces, which they were prohibited from using last year except for local businesses.

This year the DBA is also requesting that the craft show on Saturday be extended across the Railroad intersection to either the Rotary Park driveway or Elliott Street. The DBA has offered to coordinate and fund trained crossing guards (5-6) to assist with pedestrian and vehicle traffic at Railroad and Main during the event. The extension is intended to help bring more customers to businesses across from Rotary Park. Holden Events is coordinating the craft show and has a vendor list that could fill the expanded area. The special event application estimates attendance at approximately 5,000 people. Staff, however, is less supportive of extending the craft show to E. Main. Last year's event did not seem overwhelmingly crowded, so expanding the vendors within the same foot print of last year is possible. However, if 5,000 were to attend, extending large crowds across Main and Railroad intersection creates safety concerns, even with crossing guards. Staff's recommendation is to keep the craft show on one side of Main Street and to consider relocating the show into Rotary Park next year, including the community center, if that would accommodate more vendors.

Holden Events will be required to notify businesses and residents along the road closure prior to the events. Staff has not received that information at this time. If the Council supports Main Street closures for Friday, March 24 (the half block cross to First) and on Saturday, March 25 (extended to Second and potentially to Elliot or the Rotary Park driveway), a motion to approve with the limits of the closure specified would be appropriate.

FISCAL IMPACT:

There is no direct or significant financial impact to the City, other than the one day business license fee for the craft show vendors ($15 each). The City does not currently charge for special event permits. Because many vendors use Venmo for payment at the craft show, the City does not anticipate any significant boost in sales tax associated with this event. The event will bring people into town who will shop and dine locally so there is an anticipated boost through local business sales and will introduce Winters to potentially new visitors.

ATTACHMENT:

Resolution No. 2023-08

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS REINSTATING THE CLOSURE OF MAIN STREET BETWEEN RAILROAD AVENUE AND THE MID BLOCK CROSSWALK FROM MARCH 24 TO OCTOBER 29, 2023 TO ALLOW FOR OUTDOOR GATHERING AND ALLOWING TWO-WAY TRAFFIC CIRCULATION DURING 11:00 AM SUNDAY TO 3:00 PM FRIDAY

WHEREAS, the State of California ("State") and Yolo County (the "County") took actions to slow the spread of the novel coronavirus (COVID-19) to protect the public health and safety of the residents of the City of Winters by establishing an outdoor gathering area in the public right-of-way on Main Street from Railroad Avenue to the mid-block crossing; and

WHEREAS, the outdoor gathering area on Main Street has become a popular place to socialize, dine, gather and recreate during the warmer weather, nurturing community bonds and supporting hospitality and retail businesses within the closure area; and

WHEREAS, the closure area encourages the public to patronize local restaurants and businesses in a safe manner; and

WHEREAS, the City desires to provide a seasonal outdoor gather space that will allow for programming and events to be held in the downtown area to encourage visits to shop and dine locally, and desires to re-instate the weekend closure schedule on Main Street from Railroad to the mid-block crossing by prohibiting vehicular traffic from 3:00 p.m. Friday to 11:00 a.m. Sunday and allowing two-way traffic from 11:00 a.m. Sunday to 3:00 p.m. Friday; and

WHEREAS, the City installed precast traffic barricades to delineate the outdoor dining area and removable bollards at either end of Main Street to facilitate the opening and closing of Main Street; and

WHEREAS, public safety concerns associated with increased pedestrian activity on Main Street during major holidays could also warrant a Main Street traffic closure during the week; and

WHEREAS, the City Council has the authority under Vehicle Code Section 21101(e) and Winters Municipal Code section 12.04.020 to approve the temporary closing of a portion of any street for local special events and other purposes when, in the opinion of the City Council the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Winters that the portion of Main Street from Railroad Avenue to the Mid-Block Crosswalk towards First Street be closed to vehicular traffic from 3:00 p.m. Friday to 11:00 a.m. Sunday and

otherwise open to vehicular traffic, from March 24 to October 29, 2023, to allow the public to patronize local businesses and dine outdoors in a manner consistent with public health recommendations. This authorization is for the 2023 season. The City Council finds that the closure of such streets is necessary to protect persons using Main Street for dining and other business activity from vehicular traffic during the designated period. The City Council further authorizes the City Manager to administratively order additional closures of said portion of Main Street as necessary for major holidays and authorizes the City Manager or her designee to take such steps as are necessary to implement and maintain the modified schedule for the designated period, and otherwise implement this Resolution.

PASSED AND ADOPTED this 7th day of February 2023 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Bill Biasi, Mayor

ATTEST:

_____
Kathleen Salguero Trepa, City Clerk

WDBA WINTERS DOWNTOWN BUSINESS ASSOCIATION

1/11/2023

To: Mayor and City Council Members of the City of Winters

From: Winters Downtown Business Association Board of Directors

Downtown Main St. Annual Street Closure Proposal

In February of 2021 the Winters Downtown Business Association (WDBA) submitted a downtown Main St. annual street closure proposal to the city. A modified version of this proposal was adopted by the city council for March through October of 2022. As a community we are currently undertaking a downtown visioning project that may have impacts on future street closures. While the WDBA is engaged and supportive of this process, the recommendations from this visioning project will not be presented for a number of weeks or months. In that time the WDBA needs to continue planning and executing our responsibilities and commitments to our members as we quickly move into the 2023 season. At this time the WDBA proposes the adoption of a "Downtown Main St. Annual Street Closure Schedule."

The Downtown Business Association requests that the City of Winters approve the following annual street closure for the location of Main St. from Railroad Ave. to the Mid Block Crossing.

The closure season will commence each year on the fourth Friday in March and conclude each year on the Monday following the last Sunday in October.

During the closure season City of Winters public works will close Main St at Railroad each week starting at 3:00pm on Friday and ending at 7:30am on Monday each weekend.

Additionally, the Downtown Business Association will conduct special events on the first and last weekend of the closure season. The opening weekend will be a spring themed event and the last weekend event will be a fall/harvest themed event. These bookend events will not only spur economic activity downtown but also provide public awareness for the annual schedule.

Sincerely,

Chris Turkovich

Chris Turkovich

WDBA WINTERS DOWNTOWN BUSINESS ASSOCIATION

President: Winters Downtown Business Association

YES	**10**	**8**		**7**		**8**
NO	**1**	**3**		**4**		**3**
	Are you a downtown business owner?	**Do you like the seasonal weekend closure of Main St?**	**Please provide comments on the seasonal weekend street closure.**	**Do you like the hours of the seasonal weekend closure of Main St?**	**Please provide comments on the hours of the seasonal weekend street closure.**	**Should we continue the seasonal weekend closure of Main St annually each year?**
	Yes	No	Closure for Events is great	No	Events	No
	Yes	No	I don't think the street needs to be closed all day on Sunday. It is very inconvenient for local traffics to drive around the closure	No	Pls see the comment above.	No
	Yes	Yes	I personally believe it brings more people out to enjoy the town.	Yes		Yes
	Yes	Yes	The weekend closures are magical. They turn the area into our town square where locals, young and old from all over town and out of town can mix and visit, and welcome visitors to our charming town while eating, drinking, laughing, listening to music, dancing, and loving life.	Yes	The Friday 3pm works well. The street could reopen by Sunday 7pm.	Yes
	Yes	Yes	Would like for closure to include more businesses	Yes		Yes
	Yes	Yes	Seasonal Memorial Day to Labor Day and special events and Holidays.	Yes	Friday night to Sunday evening	Yes

	Are you a downtown business owner?	Do you like the seasonal weekend closure of Main St?	Please provide comments on the seasonal weekend street closure.	Do you like the hours of the seasonal weekend closure of Main St?	Please provide comments on the hours of the seasonal weekend street closure.	Should we continue the seasonal weekend closure of Main St annually each year?
	No	No	A huge pain in the neck, takes up parking, discourages going to downtown businesses, and most of the time, there is hardly anyone there. Big waste of space.	No	Close the street when there's actually something happening, like a festival, craft faire, or musical performance. But to close it just to mark an empty street is ludicrous.	No
	Yes	Yes		No	Friday Evening and Saturday only for closure or for special events	Yes
	Yes	Yes	provided a safe family friendly area to enjoy downtown Winters businesses.	Yes	The hours work well for the tourist and visitors coming to town on weekends.	Yes
	Yes	Yes	Not sure if Sundays are necessary	Yes	Sundays afternoon can be open if not all day on Sunday	Yes
	Yes	Yes	Always great to see so many people out and about downtown.	Yes	Doesn't affect us at all so no comment.	Yes

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: February 7, 2023

FROM: Kathleen Salguero Trepa, City Manager

SUBJECT: Paseo Park and SACOG Grant Update

RECOMMENDATION:
Receive report and provide direction as appropriate.

BACKGROUND:
On October 18, 2022, staff requested and received authorization to enter into design-build agreements for paseo park construction services beyond the City Manager's $20,000 procurement limit in order to expend a $100,000 SACOG grant by its December 31, 2022, deadline (Resolution No. 2022-87). Staff also requested that a Council ad hoc be appointed to approve designs and contractor agreements. Former Mayor Wade Cowan and current Mayor Bill Biasi were appointed to that ad hoc. Staff indicated that a report documenting the use of the grant would be brought back to the City Council, which is the primary purpose of this report.

The City Council had previously approved repurposing this SACOG Community Design Grant on December 21, 2021, with the intent of combining this grant and $75,000 in American Rescue Plan funding to support a $300,000 Rural Recreation Grant application. This competitive state grant application was being drafted by community volunteer Valerie Whitworth to fund the park's development consistent with a design concept that she had coordinated. The City Council approved that grant application on January 18, 2022. The Rural Recreation Grant was submitted by the City Manager in January 2022; and the expectation was that applicants would be notified in the spring of 2022. Instead, the City was notified in late August that its grant application was not approved. At that time, staff pivoted toward a phased development of the park given the lack of funds to develop the entire park in one project. Initial goals included upgrading the electrical, which would help support programming on Main Street, and providing an ADA path through the park to connect Main

Street and Newt's Expressway.

DISCUSSION:

There are several design factors that should be noted as part of proceeding with phased improvements to the paseo park:

- The adjacent historic structures ~ Staff has been advised by the architect consulted by Ms. Whitworth to avoid installing structural footings and any significant irrigation near the adjacent historic brick buildings, and to direct water away from the base of these buildings.
- Site soil conditions ~ this park area is the site of a building that collapsed during the 1898 earthquake, which had a basement. Staff believes there may be significant rubble under the surface dirt.
- No large trees should be planted to avoid undermining the foundations for the adjacent buildings.
- The site must meet ADA requirements to connect Main Street and Newt's Expressway.
- Councils through the years have committed to incorporating public art into the area.
- Several design concepts have been submitted to staff, Planning Commission, Senior Commission and / or Council through the years related to potential features of the park (Attachment 1, which may not be an all-inclusive list); however, the project has not had sufficient funding to finalize a concept, proceed with construction drawings and go out to bid (with Council approval).
- The final design concept submitted by Ms. Whitworth required significant engineering work (electrical, structural, civil) before the architect could prepare a bid package; a cost he indicated could not be funded by the combined state Rural Recreation Grant, SACOG grant and American Rescue Plan funding Council had already committed *and* construct the improvements.
- Staff also recently contacted another community volunteer to solicit lower cost ideas to help enhance the "paseo" concept of the park. Those ideas have also been included in Attachment 1.

As a result of the above, staff believes functional elements of the prior design concepts as well as some new ones can be incorporated into phased improvements in the park, such as:

- At grade "stage area" to accommodate performances rather than an elevated structure.
- Reduced landscaping to minimize drainage concerns, installed away from the adjacent buildings or located near the alleys.
- Screening for the Cradwick Building parking lot and / or the PG&E transformers,

which could serve as an art installation and / or frame for rotating art. PG&E has indicated the bollards could serve as supports as long as a gate is incorporated or opening maintained to access the equipment. This concept would need to be flushed out (potential engineering support).

- Depending on the results of the downtown visioning project, extra pergolas (if any) could be relocated to provide shade for additional seating.
- Additional hardscape, landscape and seating features can be installed with additional funding.

In order to avoid losing the $100,000 SACOG grant, which could only fund a portion of the overall park improvements, staff proceeded with the following foundational work upon which other improvements could be implemented at a later date.

***Survey of the park to address drainage issues**:* The goal was to grade the park so the site drained away from the buildings and toward the alley where surface water could flow into an existing storm drain. Psomas	$3,600
Site Preparation / Grading / Pavers The entire area was graded for drainage and DG installed to clean up the site. Pavers were installed after the concrete path was poured. Attachment 2 Ample	$40,000
ADA Concrete Path Attachment 3 Ample	$59,000
Electrical Upgrades Attachment 4 Ample	$20,802
TOTAL	**$123,402**

The City provided the decorative pavers, which were left over from another project. Staff attempted to obtain several quotes for the path and paver work to no avail. Only Ample was able to perform the pathway work prior to December 31, 2022. As the City's primary electrical contractor, Ample was able to complete the electrical upgrades without plans and was considered a sole source provider given the quick turnaround. This work was specified and authorized to accommodate equipment lead time while the path concept was discussed. The Council Ad Hoc Committee participated in design conversations and

reviewed proposed costs.

Staff notes that costs were significantly higher than anticipated; therefore, to complete the work above, ARPA funds were also used. The City Council previously approved up to $75,000 in ARPA funding for paseo park, leaving approximately $51,600 in the project account.

Design Concepts
Staff would appreciate hearing feedback from the Council and community on the various design concepts, which will help guide efforts for the next $100,000 grant should it be approved. Please note the design factors listed above.

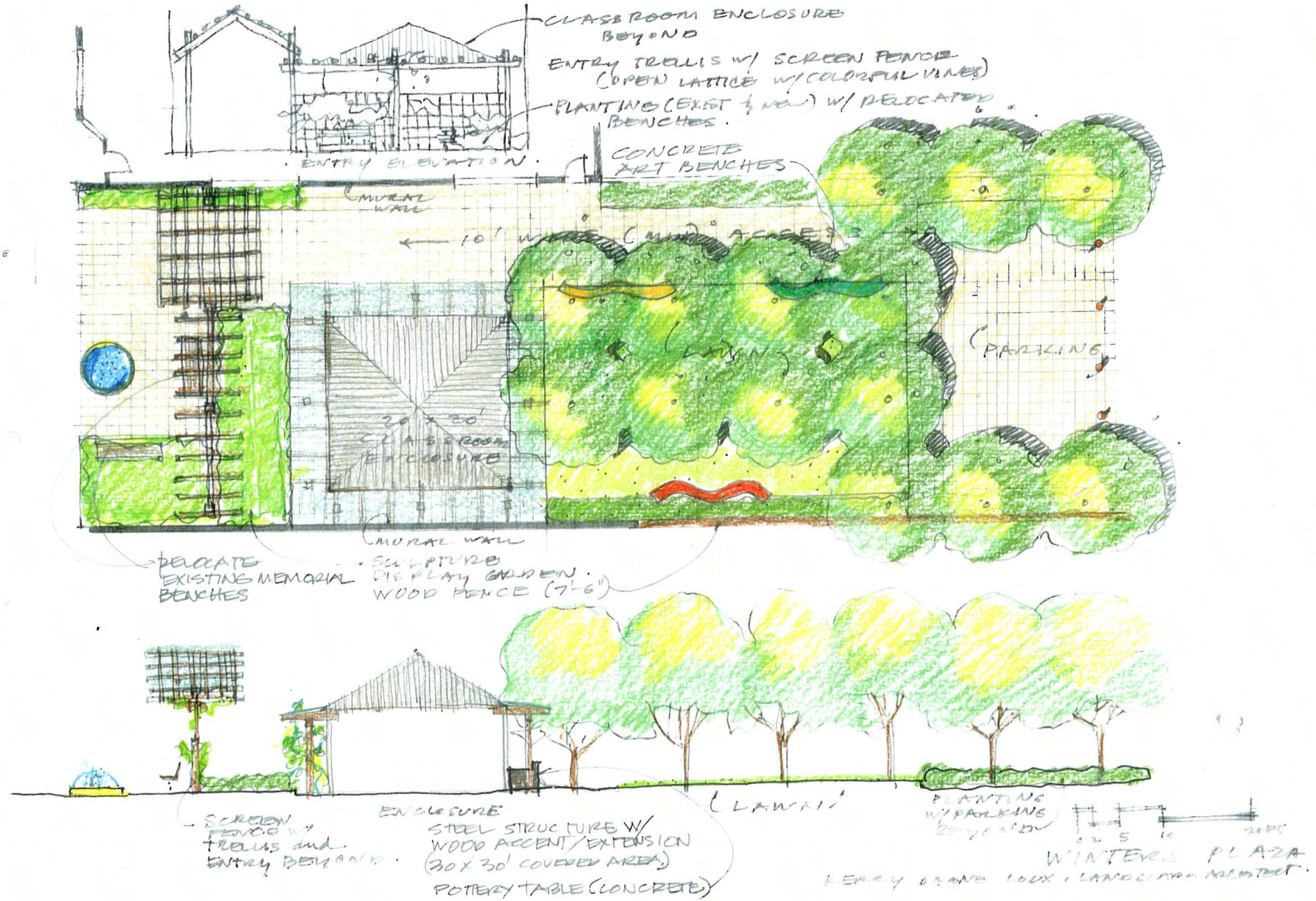
ENVIRONMENTAL ANALYSIS:

The action being considered, the acceptance of a report, has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). Depending on direction from the City Council, staff will conduct a CEQA analysis, or verify the applicability of a CEQA exemption, prior to any discretionary action to approve or move forward with any direction from the Council.

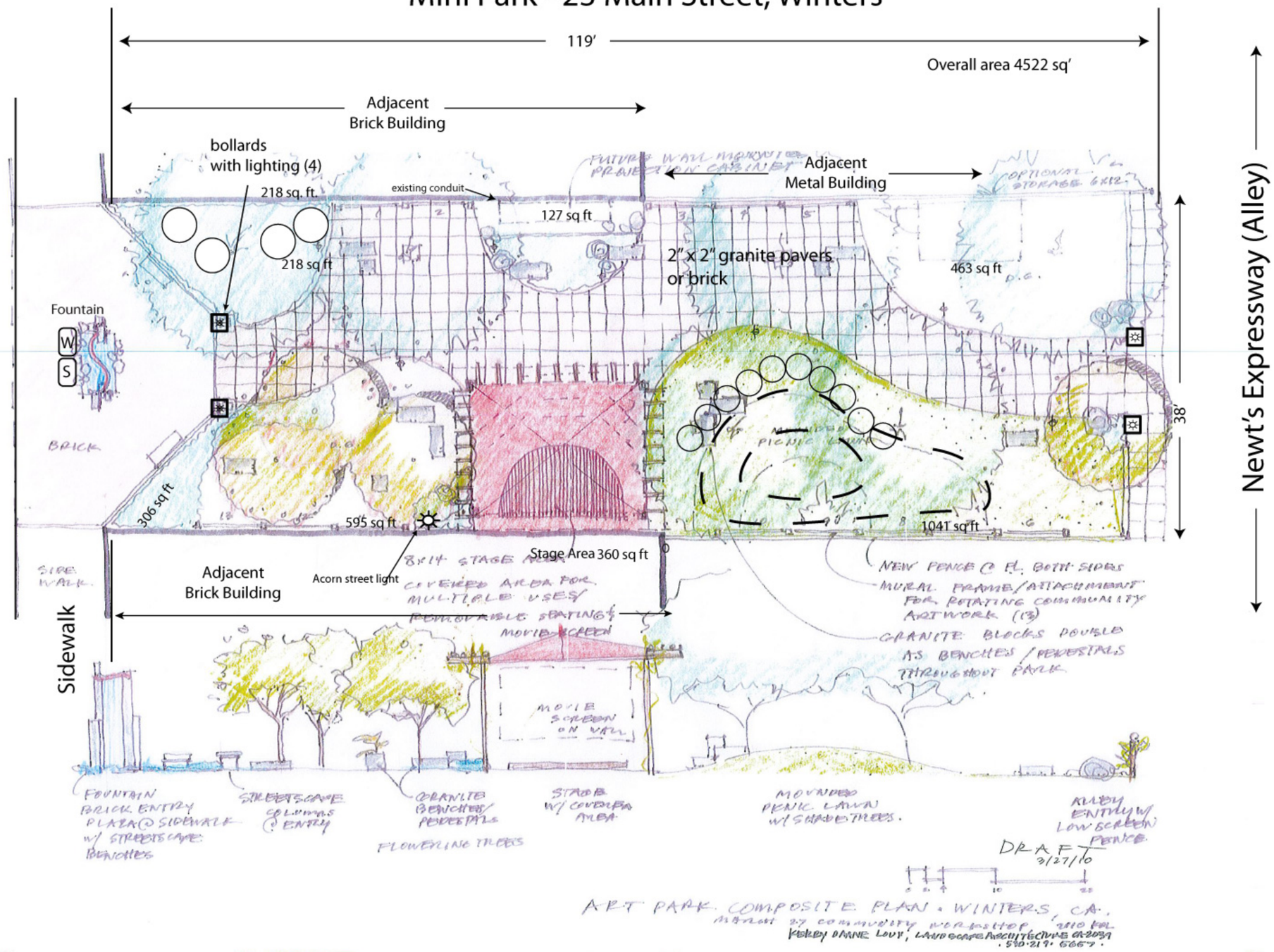
FISCAL IMPACT:
Not including the significant staff time to support the development of paseo park, the grant applications, and project management, the project to date has cost $123,402. Approximately, $51,600 remains in the project account. Grant funds have not been used to cover staff time, although doing so is standard cost recovery and typically eligible under grant guidelines.

Staff has also submitted another application to access $100,000 in SACOG Community Design Grant funding as part of Cycle 10. This next phase could be used for screening as noted above, which may require design engineering services if custom fabricated or could be used to create a stage area and install seating.

ATTACHMENTS:
1. Paseo Park Concepts
    a. Original Concept
    b. 2010 Concept Charette
    c. 2021 Rendering
    d. 2021 Dimensional Final Concept
    e. Fall 2022 New Ideas
2. Site Prep Pavers Contract
3. ADA Path Contract
4. Electrical Contract
5. Paseo Park Purchase Offer


CLASSROOM ENCLOSURE BEYOND
ENTRY TRELLIS W/ SCREEN FENCE (OPEN LATTICE W/COLORFUL VINES)
PLANTING (EXIST & NEW) W/ DELICATE BENCHES.
ENTRY ELEVATION.
CONCRETE ART BENCHES
MURAL WALL
10' WIDE ACCESS
LAWN
PARKING
30' x 30' CLASSROOM ENCLOSURE
MURAL WALL
DELICATE EXISTING MEMORIAL BENCHES
SCULPTURE DISPLAY GARDEN.
WOOD FENCE (7'-6")
SCREEN FENCE W/ TRELLIS and ENTRY BEYOND.
ENCLOSURE
STEEL STRUCTURE W/ WOOD ACCENT/EXTENSION (30' x 30' COVERED AREA)
POTTERY TABLE (CONCRETE)
LAWN
PLANTING W/ PARKING BEYOND
0 2 5 10 20 FT
WHATEVER PLAZA

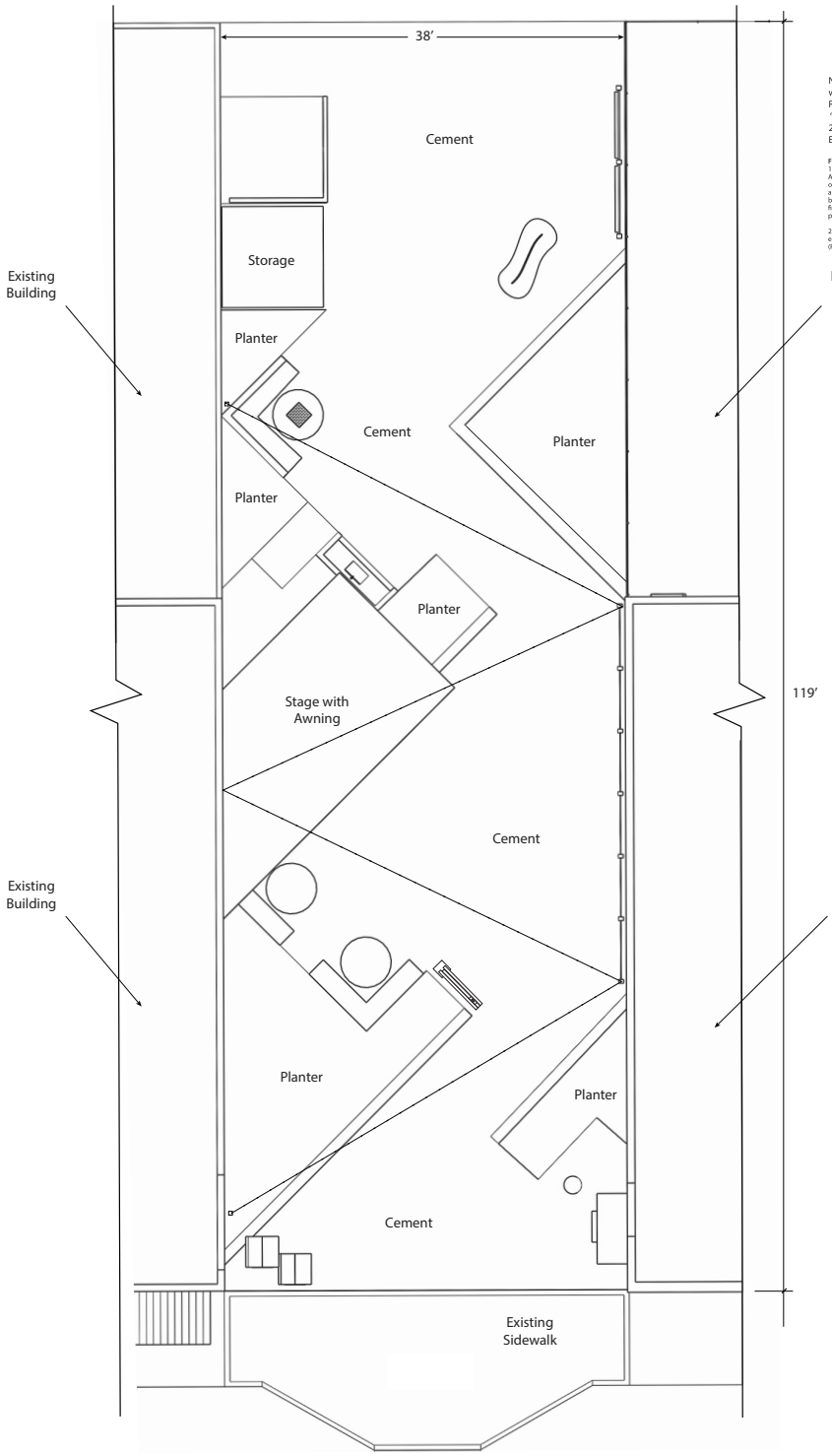
Mini Park - 23 Main Street, Winters



Main Street

Newt's Expressway (Alley)


18"-high capped walls double as seating
Artistic H'art Park sign
Bench seating
Covered Stage with Ramp
Ceramics Sink
Soroptomists Bench with Chess Table
10'x 10' City Storage Container
10'x 10' Area for Transformer
Existing Library
Main St.
Alley
Educational Signs
9'-Wide Senior Van Drop-off Zone With 5'-Wide Unloading Zone
Existing Piano
Existing Water Meter
Drought-Tolerant Garden Space Featuring CA Native Plants
Circular Art on Concrete Walkways
Trellis for Displaying Art Installations
Shade Tree
Sculptural Bench Seat
15'-Wide Chalk Wall
DATE: 5/28/2021
DRAWN BY: Quinci Harris
H'ART PARK WINTERS, CA
3/16" = 1'
0 1' 2' 5' 10' 20'
N



Existing Rear Parking Lot

Existing Buildings

PLAN NORTH

Scale: 1/8" = 1'

10'

1'

Note: This project shall comply with The 2019 California Residential Code.
"All work shall conform to the 2019 CRC, CPC, CMC, CEC & 2019 CA Energy Code".

FLOODZONE COMMENTS

1) The proposed construction constitutes a substantial improvement and is in Special Flood Hazard Area Zone A as determined by the FEMA Flood Insurance Rate Map (Panel #1175F). Therefore, the top of finished floor elevation must be located either 3 feet above the adjacent grade elevation, or 1 foot above the base flood elevation established by a registered engineer or surveyor. Prior to issuing the building permit, a pre-construction elevation certificate is required to establish the minimum finished floor elevation. A post-construction elevation certificate will also be required for verification prior to final inspection. (Solano County Code, Article V, Section 12.2-50)

2) Flood venting equal to 1 square inch per square foot of floor area will be required to be distributed around the building with the bottom of vent openings no higher than 1' above outside grade (Ref. Solano County Code, Article V, Section 12.2-50, Item 6b).

Index:

T-1	Title Page - Fully Dimentioned Site Plan
2	Measurements & Plumbing
3	Electrical & Park Details, Section Call Outs and Rendering Details
4	Section Elevations

Building Data
Square Foot Analysis

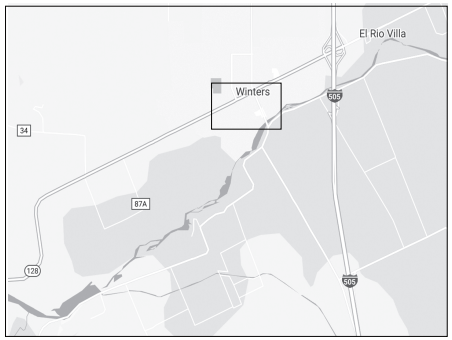
4522 square feet

Date:

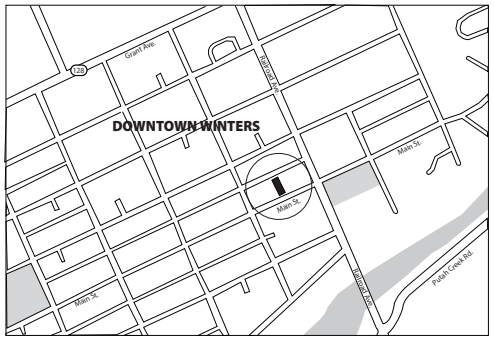
Building Permit #:

Owners:

Scope of Work: Develope a city park out of 4522 sq ft of existing space in the middle of Downtown Winters, Ca. Offering a 200 sq ft Public Stage, Planters w/ ShadeTrees, Seating, Art Display, Public Board, Piano, Easy Access from Winter's Hotel to Main Street Shopping.



Vicinity Map



Detailed Map

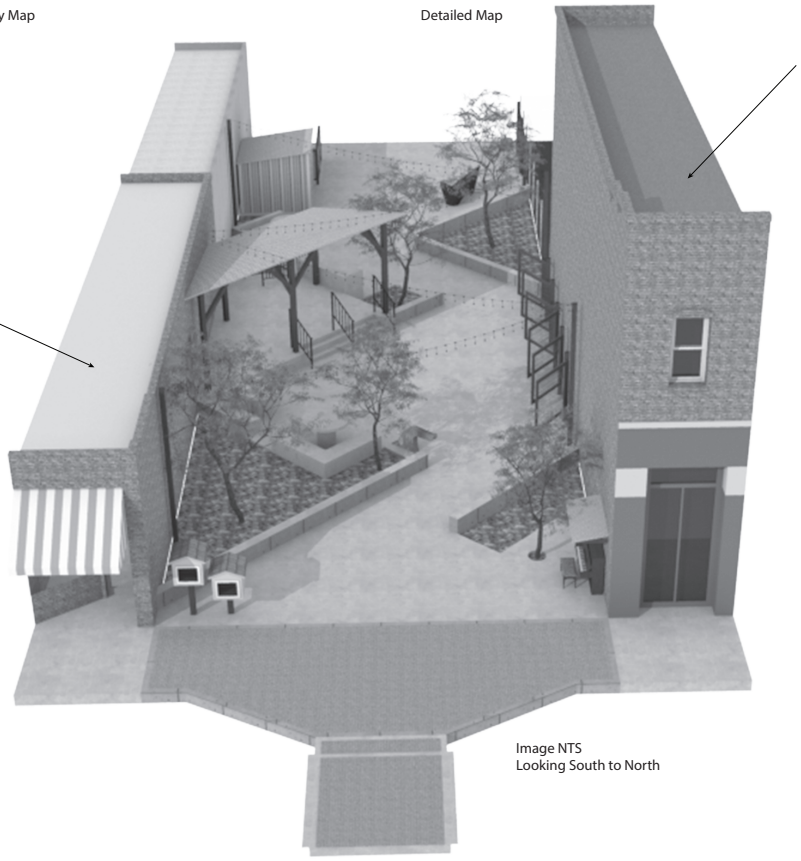


Image NTS
Looking South to North

danielWdesigns.com
DANIEL WILLIAMS STUDIO
• STRUCTURAL DESIGN
• ARCHITECTURAL RENDERING
• DRAFTING/PLANNING
• DESIGN/RENDERING

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Winters, ca 95694

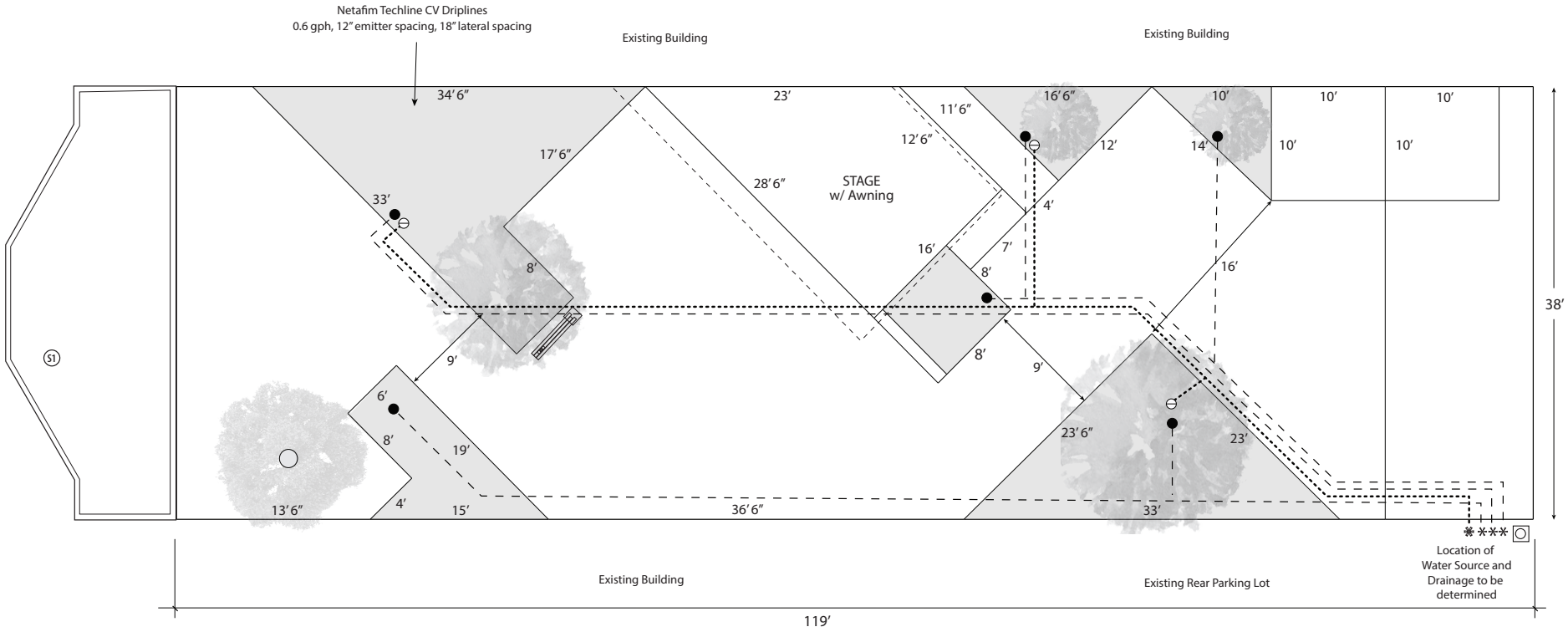
Title page - Fully Dimentioned Site Plan

T-1

Preliminary H'art Park Irrigation

- Minimum 3-4 irrigation Solenoid Valves/Watering Zones
- Minimum 6 Stub-outs for drip connections
- 3-4 Hosebibs throughout beds
- 1 Smart Automatic Irrigation Controller
- 1 Sink Faucet, 1 Sink Drain

Plumbing Schedule:
- ✳ - Irrigation Valves
- ▣ - Irrigation Controler
- ● - Stub-Out for Drip-irrigation Connection
- ⊖ - Hose Bib
- △ - Sink Faucet
- ▥ - Drain
- - - - 3/4" Sch 40 PVC Pipe (Buried)
- ——— - Poly Drip Irrigation Tube (Above Ground)
- ····· - Hose Bib & Sink Plumbing, 3/4" Sch 40 PVC Pipe (Buried)



5/32"=1'
10'
1'

PLAN NORTH

Original Design by: Quinci Ham's

danielWdesigns
DANIEL WILLIAMS DESIGN STUDIO
• STRUCTURAL DESIGN
• ARCHITECTURAL RENDERING
• DRAFTING/PLANNING
• DESIGN/RENDERING

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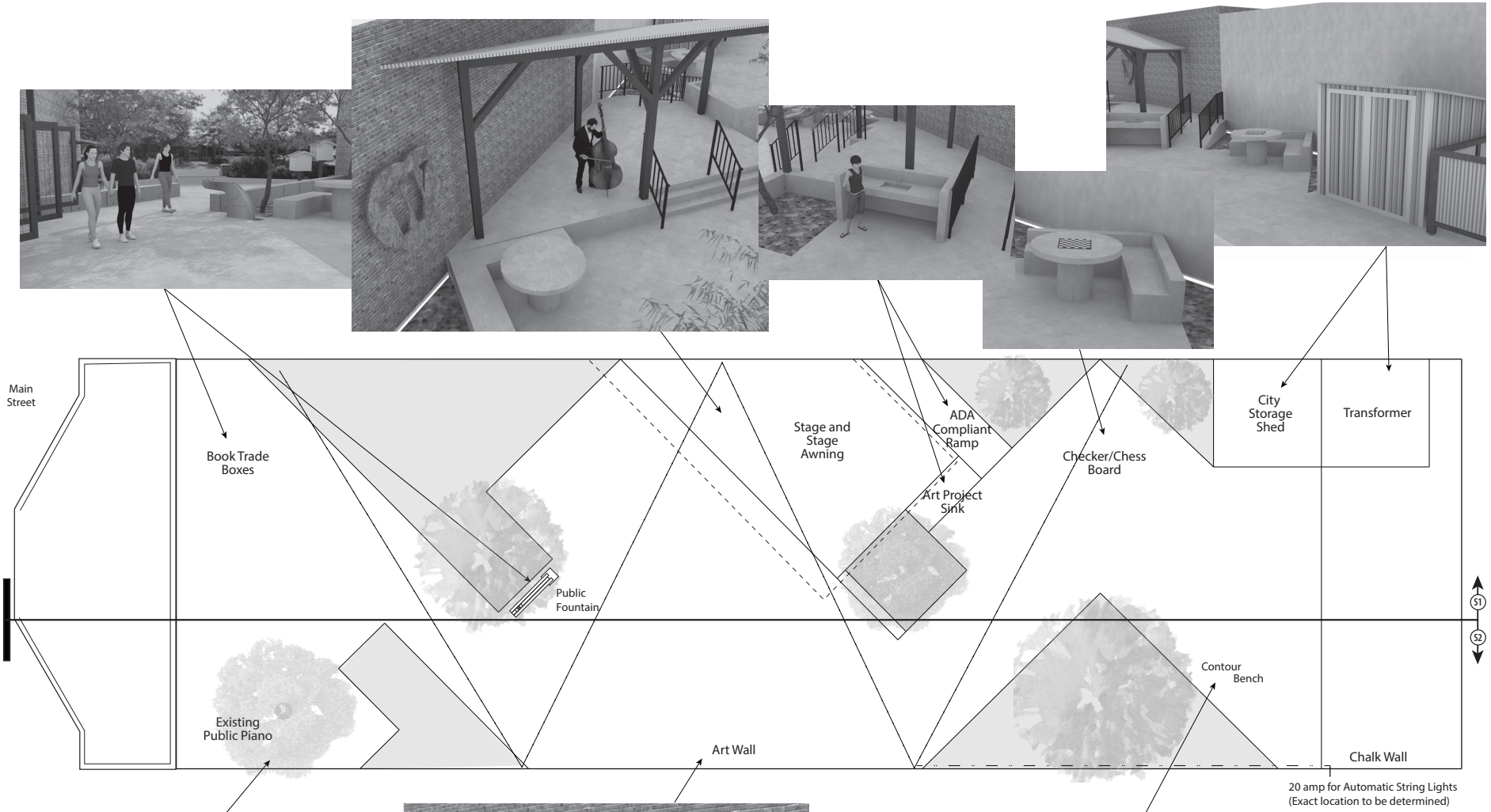
59

Measurements/Plumbing/Irrigation

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Winters, ca 95694

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DANIEL WILLIAMS DESIGN STUDIO

- STRUCTURAL DESIGN
- ARCHITECTURAL RENDERING
- DRAFTING/PLANNING
- DESIGN/RENDERING





Public donated upright piano



Art Wall with double sided hinged art display.



5/32"=1'
10'
1'

PLAN NORTH

Original Design by: Quinci Ham's

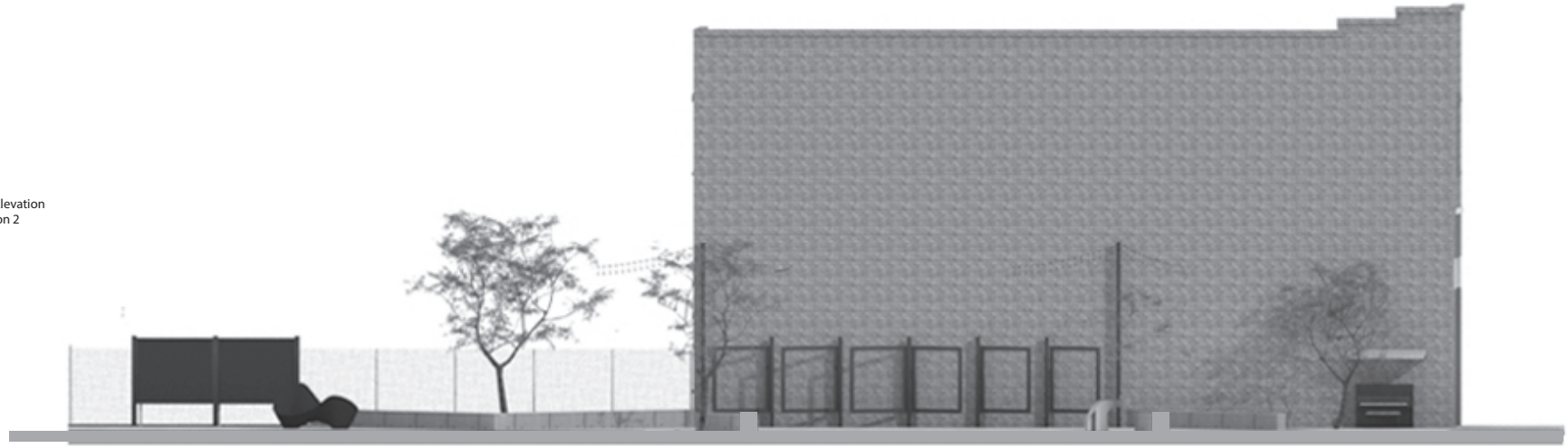
Electrical & Park Details, Section Call Outs and Rendering Details

West Elevation
Section 1



119'

East Elevation
Section 2



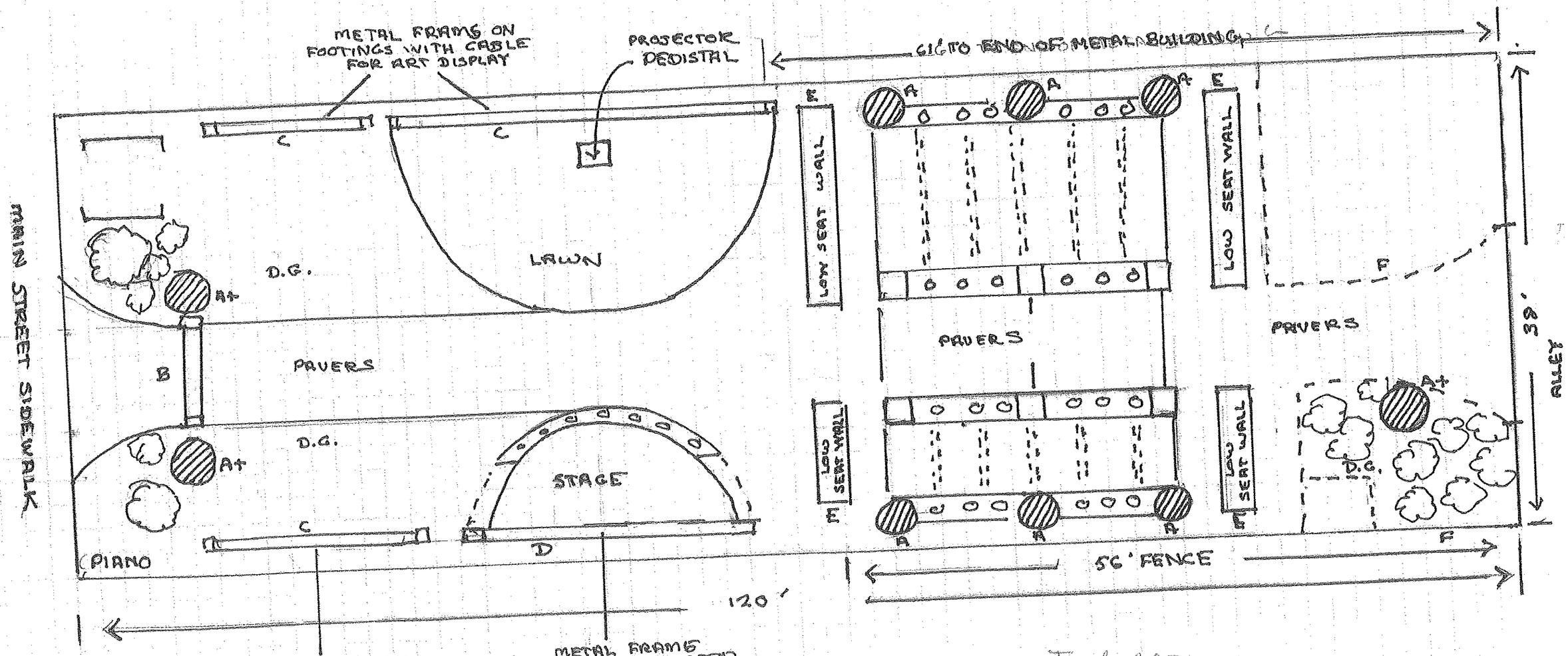
119'

Phone: 760-715-6161
www.danielwdesigns.com
13900 York Ave. Poway, Ca 92064

danielWdesigns
PANTELIS WILLIAMS DESIGNS
- ARCHITECTURAL RENDERING
- STRUCTURAL DESIGN
- DRAFTING
- PLANNING
- ART AND DESIGN

Section Elevations

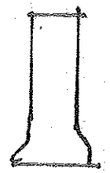
Fall 2022



Fall 2022

BELL ENDS

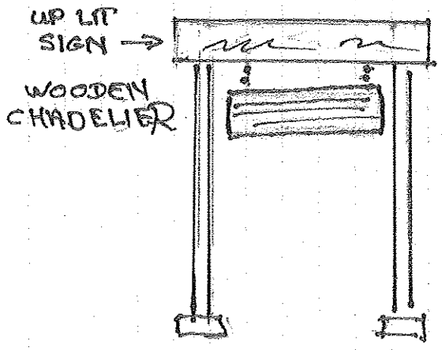
A / A+



BELL ENDS ARE ABOUT 43" AT THE BOTTOM FLARE 9' TALL / ABOUT 33" INTERIOR WE WILL DONATE 9 OF THEM ALONG WITH THE ROCK AND SOIL TO FILL THEM I WOULD SUGGEST PLANTING CALIFORNIA BAY LAURAL TREES IN THE 3 ENTRANCE ONES (A+) I WOULD ALSO COVER THOSE IN MOSAIC....

ENTRANCE

B

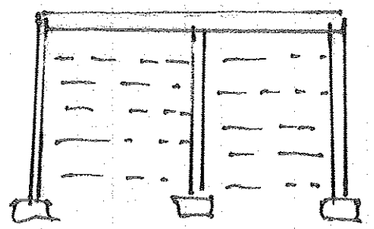


EXAMPLE

ART DISPLAY

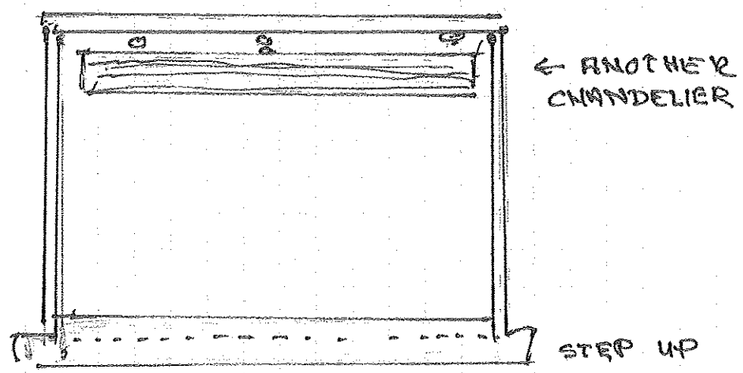
C

METAL FRAME WITH CABLE



STAGE

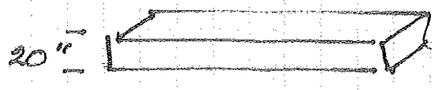
D



UPLIGHTED PLANTING (LOW GROUND COVER) IN FRONT

E

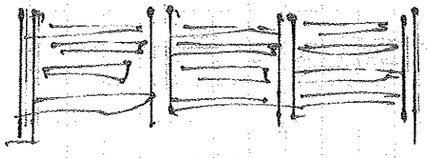
EXAMPLE SEAT WALL



F

FENCING & EQUIPMENT EXCLOSURE

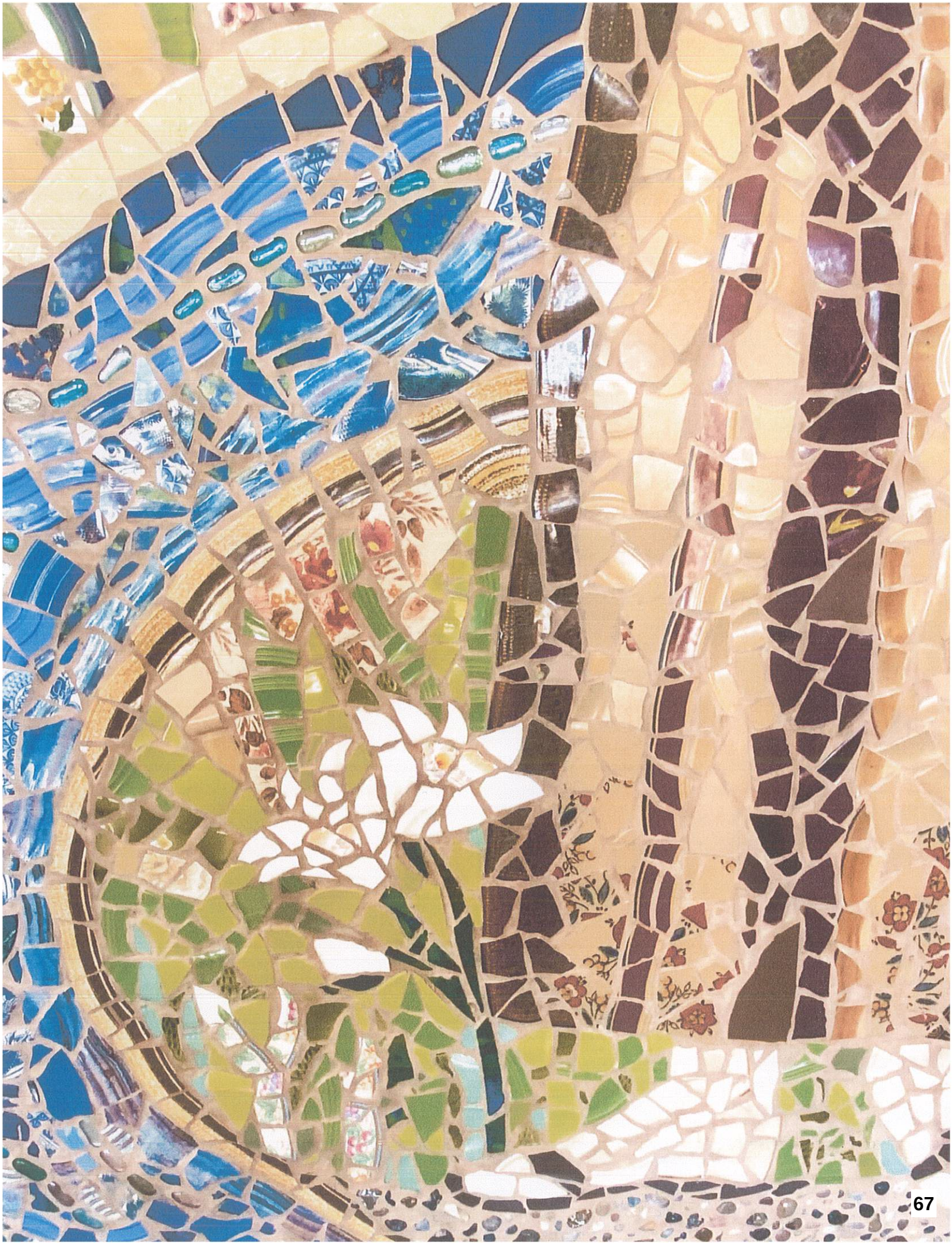
HANG THE WOOD POSTS HORIZONTALLY - WOOD BE COOL TO DISPLAY THE OLD PIANO STRING BOARDS AND DATE YEAR BY YEAR MAYBE WITH MOSAIC FRAMES.....



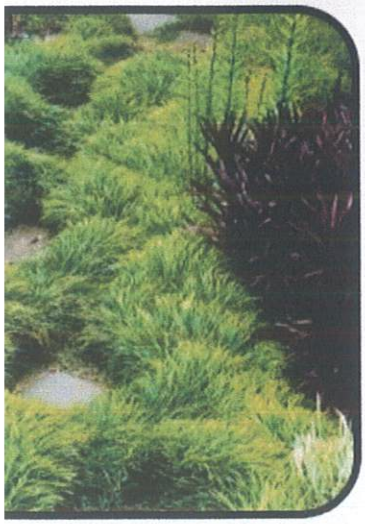

$7 88
8-FT TREE STAKE/LODGE POLES
SKU 1 45

















AMPLELE-01 TTAGANAP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Joey Silachanh PHONE (A/C, No, Ext): (415) 403-1422 FAX (A/C, No): (415) 874-4818 E-MAIL ADDRESS: Joey.Silachanh@alliant.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : Executive Risk Indemnity Inc 35181
INSURED Ample Electric Inc. PO Box 456 Winters, CA 95694	INSURER B : Federal Insurance Company 20281
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	54326312	8/1/2022	8/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	54326311	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			93652741	8/1/2022	8/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	54326313	8/1/2022	8/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #029-22, Grading and Compacting of the Aggregate Base & Setting Pavers at Paseo Park

City of Winters, its officials, employees, agents and authorized volunteers are included as additional insured as respects General Liability on a primary and non-contributory basis, and Automobile Liability, per the attached endorsements. General Liability, Automobile Liability and Workers' Compensation waiver of subrogation applies in favor of the above referenced additional insureds, per the attached endorsements.

CERTIFICATE HOLDER

City of Winters
318 First Street
Winters, CA 95694

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:	**Location Of Covered Operations:**
WHERE REQUIRED BY WRITTEN CONTRACT.	**ALL LOCATIONS**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

(1) The Additional Insured is a named insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

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b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

** **8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

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To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage **C**.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

a. Copyrighted "advertisement"; or

b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

9. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ample Electric Inc.

Endorsement Effective Date: 08/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II –** Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I –** Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ample Electric Inc.
Endorsement Effective Date: 08/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "**Other Insurance**" of Item B. – "**General Conditions**" under Section IV – "**Business Auto Conditions**":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ample Electric Inc.

Endorsement Effective Date: 08/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
Ample Electric Inc.	
	Policy Number Symbol: Number: 54326313
Policy Period 08/01/2022 TO 08/01/2023	Effective Date of Endorsement 08/01/2022
Issued By (Name of Insurance Company) Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

   The premium charge for this endorsement shall be _____ percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium:

AMPLELE-01 TTAGANAP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Joey Silachanh PHONE (A/C, No, Ext): (415) 403-1422 FAX (A/C, No): (415) 874-4818 E-MAIL ADDRESS: Joey.Silachanh@alliant.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : Executive Risk Indemnity Inc 35181
INSURED Ample Electric Inc. PO Box 456 Winters, CA 95694	INSURER B : Federal Insurance Company 20281
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	54326312	8/1/2022	8/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	54326311	8/1/2022	8/1/2023	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			93652741	8/1/2022	8/1/2023	AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A	X	54326313	8/1/2022	8/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #028-22, Install Concrete Pathway at Paseo Park

City of Winters, its officials, employees, agents and authorized volunteers are included as additional insured as respects General Liability on a primary and non-contributory basis, and Automobile Liability, per the attached endorsements. General Liability, Automobile Liability and Workers' Compensation waiver of subrogation applies in favor of the above referenced additional insureds, per the attached endorsements.

CERTIFICATE HOLDER

City of Winters
318 First Street
Winters, CA 95694

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:	**Location Of Covered Operations:**
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

(1) The Additional Insured is a named insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

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b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

** **8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

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To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage **C**.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

a. Copyrighted "advertisement"; or

b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

9. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ample Electric Inc.

Endorsement Effective Date: 08/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II –** Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I –** Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ample Electric Inc.
Endorsement Effective Date: 08/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "**Other Insurance**" of Item B. – "**General Conditions**" under Section IV – "**Business Auto Conditions**":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ample Electric Inc.

Endorsement Effective Date: 08/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
Ample Electric Inc.	
	Policy Number Symbol: Number: 54326313
Policy Period 08/01/2022 TO 08/01/2023	Effective Date of Endorsement 08/01/2022
Issued By (Name of Insurance Company) Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

   The premium charge for this endorsement shall be _____ percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium:

AMPLELE-01 TTAGANAP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0C36861
Alliant Insurance Services, Inc.
560 Mission St 6th Fl
San Francisco, CA 94105

CONTACT NAME: Joey Silachanh
PHONE (A/C, No, Ext): (415) 403-1422 FAX (A/C, No): (415) 874-4818
E-MAIL ADDRESS: Joey.Silachanh@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Executive Risk Indemnity Inc	35181
INSURER B : Federal Insurance Company	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ample Electric Inc.
PO Box 456
Winters, CA 95694

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	54326312	8/1/2022	8/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	54326311	8/1/2022	8/1/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			93652741	8/1/2022	8/1/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)	N / A	X	54326313	8/1/2022	8/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract #028-22, Install Electrical Power/Pedestal at Paseo Park
City of Winters, its officials, employees, agents and authorized volunteers are included as additional insured as respects General Liability on a primary and non-contributory basis, and Automobile Liability, per the attached endorsements. General Liability, Automobile Liability and Workers' Compensation waiver of subrogation applies in favor of the above referenced additional insureds, per the attached endorsements.

CERTIFICATE HOLDER

City of Winters
318 First Street
Winters, CA 95694

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:	**Location Of Covered Operations:**
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

(1) The Additional Insured is a named insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

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b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

** **8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

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To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage **C**.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

a. Copyrighted "advertisement"; or

b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

9. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ample Electric Inc.

Endorsement Effective Date: 08/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II –** Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I –** Covered Autos Coverages of the Auto Dealers Coverage Form.

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PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ample Electric Inc.
Endorsement Effective Date: 08/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "**Other Insurance**" of Item B. – "**General Conditions**" under Section IV – "**Business Auto Conditions**":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ample Electric Inc.

Endorsement Effective Date: 08/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
Ample Electric Inc.	
	Policy Number Symbol: Number: 54326313
Policy Period 08/01/2022 TO 08/01/2023	Effective Date of Endorsement 08/01/2022
Issued By (Name of Insurance Company) Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

   The premium charge for this endorsement shall be _____ percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium:

City Council
Staff Report

To: Honorable Mayor and Council Members

Date: February 7, 2023

Through: Kathleen Salguero Trepa, City Manager

From: Kirk Skierski, Senior Planner

Subject: Winters Market Type-20 ABC License

Recommendation:

1. Conduct a public hearing on the Winters Market Type-20 ABC License Determination of Public Convenience or Necessity; and
2. Adopt Resolution No. 2023-07 Denying a request for a Determination of Public Convenience or Necessity for aType-20 ABC License for Winters Market.

Project Description:

The Winters Market has applied for a Type-20 ABC license with the California Department of Alcoholic Beverage Control ("ABC"), which would allow for off-sale beer and wine sales (off-site consumption only). The Winters Market is located at 3 Grant Avenue directly adjacent to the Grant Avenue and Railroad Avenue intersection.

The Department of Alcoholic Beverage Control considers the census tract where Winters Market is located to have an "undue concentration" of alcohol licenses. An undue concentration is defined as a "ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located that exceeds the ratio of off-sale retail license to population in the county in which the applicant premises are located." This means that in order for new alcoholic licenses to be issued, the local government must approve a Determination of Public Convenience or Necessity ("PCN"). If the City does not approve a Determination of Public Convenience or Necessity, ABC will not issue the requested Type-20 ABC license.

Background:

According to ABC, the number of off-sale licenses is limited to one for each 1,250 people in a city or county. For the City of Winters, as a whole, with a population of 7,115 people (based on ABC Census Tract information) and nine total off-sale alcohol licenses, the ratio is 1:791. Based on this ratio, Winters, as a whole, is considered to have an "undue concentration" of off-sale licenses. In addition, ABC considers the census tract where Winters Market is located (census tract 113.02) to have an "undue concentration" of alcohol licenses. Census tract 113.02 has a population of 3,634 and a total of three off-sale alcohol licenses, the ratio is 1:1,211. Based on this ratio, census

tract 113.02 is considered to have an “undue concentration” of off-sale licenses. Therefore, a Determination of Public Convenience or Necessity must be made by the City of Winters in order for any new off-sale licenses to be issued.

Determination of Public Convenience or Necessity

Business and Professions Code Section 23958.4 prohibits the issuance of alcohol retail licenses in any area that has an "undue concentration" of licenses. An "undue concentration" for off-sale retail license applications is found where the applicant premises are either: (1) located in a crime reporting district that has a 20 percent greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency; or (2) the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located. (Bus. & Prof. Code § 23958.4(a).)

In census tracts where ABC has determined an undue concentration of alcohol licenses, sections 23958 and 23958.4 of the Business and Professions Code require ABC to deny the application unless the local governing body of the area in which the applicant premises are located, in this case the City Council, determines that public convenience or necessity would be served by the issuance. When making PCN determinations, the review authority (City Council) must consider several criteria, including whether:

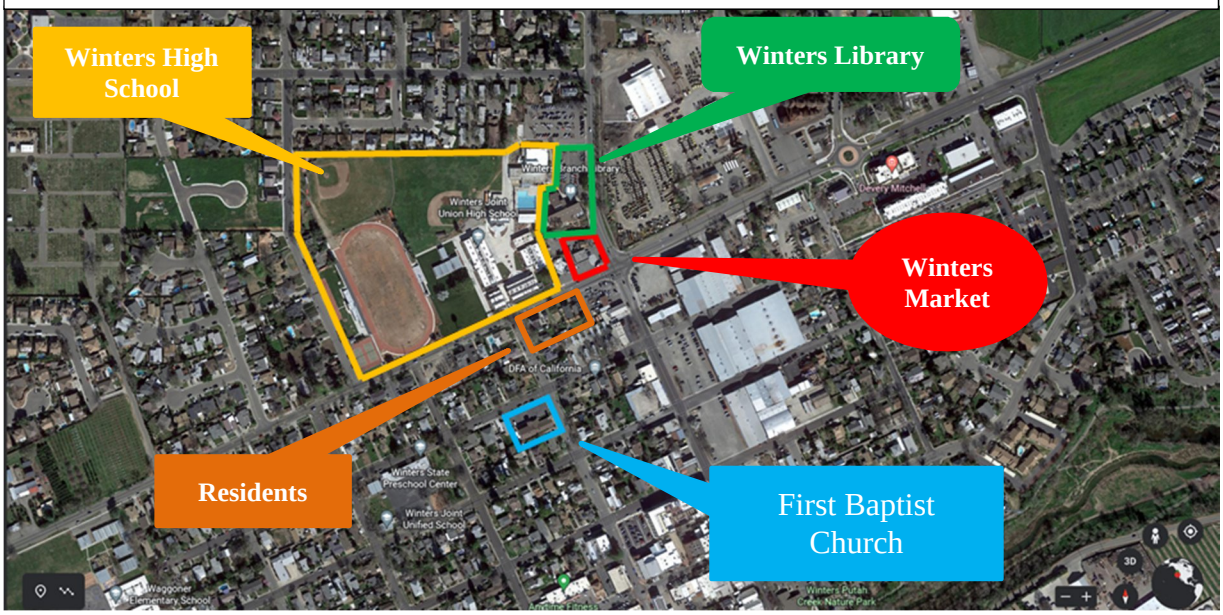
- The issuance of the license will not negatively influence the rate of criminal activity in the neighborhood;
- The business provides a wide range of desirable goods and services; or a unique type of goods or services;
- The issuance of the license is compatible with the neighborhood, including:
    - Proximity and number of other retail outlets selling alcohol.
    - Proximity of the retail outlet to schools, playgrounds, and other facilities serving young people.
    - Proximity of the retail outlet to residential neighborhoods
- The establishment for which the alcoholic beverage license is requested has no land use, building code, or health code violations, and is permitted by the applicable use regulations of the City of Winters Municipal Code.

ABC uses a distance of 600’ or less to determine potentially incompatible proximity to sensitive, non-residential uses such as schools, public playgrounds, or nonprofit youth facilities. Generally, ABC will deny a license in the above situations when there is evidence that normal operation of the licensed premises will be contrary to public welfare and morals. Mere proximity by itself is not sufficient to deny the license. In this

case, ABC has not formally denied the Winters Market Type-20 ABC license application and has referred the PCN request to the City Council for a determination.

There are three sensitive uses within 600 feet of Winters Market: 1). Winters High School; 2). First Baptist Church Winters; and 3). the Winters Library.

Figure-1 Proximity Map



For residences, ABC uses 100' as a distance for potentially unallowable alcohol sales, including beer and wine only licenses. ABC will not license a new retail location within 100 feet of a residence unless the applicant can establish that the operation of the proposed premises will not interfere with the quiet enjoyment of the property by residents. There is one residence located within 100’ feet of the Winters Market parcel.

It is staff’s understanding that ABC has conducted a site visit of Winters Market, including analysis of the site and surrounding uses, and has found that an ABC license may be issued at this location *subject to local approval* of a PCN.

Staff Recommendation

Staff does not support the proposed PCN application because the project site is in close proximity to Winters High School and is a popular destination for students before, during and after school hours. While one option is to require that alcohol be locked and not available for sales during school hours, including one hour before and after the school day, the school schedule adjusts for a number of different reasons, adding a layer of complexity for tracking and enforcement. Staff questions the compatibility of beer and wine sales at this location within the neighborhood location and number of minors present in and around the store. If one or more of the above findings cannot be made, staff recommends denial of the Public Convenience or Necessity request. The resolution of denial (Resolution No. 2023-07) is attached to this staff report.

Comments

The City received two comment letters as summarized below and included as attachments to this staff report:

Winters High School letter dated January 26, 2023

Winters High School submitted a comment letter raising concerns relating to the requested Type-20 ABC license. The comment letter identified that the Winters Market is in close proximity to Winters High School and is patronized on a daily basis by students. In addition, it is the High School's position that the City should deny the Determination of Public Convenience or Necessity due to incompatibility issues that could result in marketing alcohol sales to minors, sending an inappropriate message to Winters youth. In addition, the Winters High School letter included a petition signed by 57 facility staff and student signatures requesting the City Council deny the Determination of Public Convenience or Necessity.

The Winters High School letter is included as Attachment #4.

City of Winters Police Department letter dated January 23, 2023

The position of the Winters Police Department is that should Council elect to approve the PCN determination and if an ABC license is issued, the following conditions should be included:

1. No sales during normal school hours plus a minimum of one hour on each side of the regular bell schedule regardless of day of the week (Monday-Friday), holidays, half days, breaks, etc. (i.e. no sales Monday-Friday between 7:00 am and 4:20 pm, preferably rounded to 5:00 pm, even during summer break). This is justified due to other school activities during breaks such as football practice, club activities, etc. (This requirement would require Winters Market to monitor the high school calendar.)

2. All alcohol must be physically inaccessible and locked during days/hours above. This includes alcohol that is stored/displayed behind the counter (i.e. must be physically inaccessible and locked in a cabinet/display and not just reliant upon the physical presence of the clerk).

The City of Winters Police Department letter is included as Attachment #3.

Environmental Analysis:

Staff recommends that this project be determined categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15270 (projects which are disapproved).

Fiscal Impact:

The City of Winters has not formally adopted permitting requirements or a submittal fee for Determinations of Public Convenience or Necessity. Staff has been processing the Winters Market Type-20 ABC License application as general staff time under the Planning Division budget since no application fee could be charged at this time. Staff recommends that permitting requirements and an application fee be established by the City Council, which could be brought forward at a future date.

Alternatives:
The City Council may consider the following alternatives:

1. Continue the Public Hearing to request additional information from staff and/or the applicant.
2. If, after hearing the matter, the City Council determines that approval of the request serves a public convenience or necessity, direct staff to prepare findings and a resolution approving the request for consideration at a future Council hearing, including any proposed conditions of approval.

Attachments:
1. Resolution No. 2023-07 Denying the Winters Market Type-20 ABC License Determination of Public Convenience or Necessity
2. Winters Market ABC Application
3. Police Department Comment Letter dated January 23, 2023
4. Winters High School Letter dated January 26, 2023 and WJUSD Letter dated January 26, 2023

Resolution No. 2023 – 07

A Resolution of the City Council of the City of Winters Denying a Request for a Determination of Public Convenience or Necessity for the Issuance of aType-20 ABC License for the Winters Market

Whereas, on December 2, 2022, Sumandeep Singh with the Winters Market contacted City staff regarding a Type-20 alcohol license application with the Department of Alcoholic Beverage Control ("ABC") located at 3 Grant Avenue, APN: 003-282-025; and

Whereas, Winters Municipal Code Table 17.58-2 allows for retail commercial uses including convenience stores within the Downtown-A zoning district; and

Whereas, Winters Municipal Code Chapter 17.96, Alcoholic Beverage Establishments, allows off-sale ABC licenses for food markets, supermarkets, convenience markets, drugstores, or any establishment in which sales of alcoholic beverages constitute less than twenty (20) percent of total retail sales by right; and

Whereas, ABC has determined that the census tract where Winters Market is located has an "undue concentration" of alcohol licenses; and

Whereas, Business and Professions Code Section 23958 provides that the Department of Alcoholic Beverage Control shall deny an application for a license if issuance of that license would tend to create a law enforcement problem or if issuance would result in or add to an undue concentration of licenses, except as provided in Business and Professions Code Section 23958.4; and

Whereas, Business and Professions Code Section 23958.4 provides that, notwithstanding the limitations of Section 23958, ABC shall issue a license if the applicant shows that public convenience or necessity would be served by the issuance of such license; and

Whereas, pursuant to Business and Professions Code Section 23958.4, the local governing body, in this case the City of Winters City Council, is the review authority when considering Determinations of Public Convenience or Necessity within a census tract where ABC has determined an undue concentration of alcohol licenses; and

Whereas, the City Council shall first make the public convenience or necessity determination required by Business and Professions Code Section 23958.4 prior to the issuance of this ABC license; and

Whereas, the City of Winters City Council held a public hearing on February 7, 2023, 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 February 7, 2023; and

Whereas, the Planning Division recommended the project be determined statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15270 of the CEQA Guidelines for projects which are disapproved; and

Whereas, on February 7, 2023, 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 hereby:

1. Determines that the required findings to make a Determination of Public Convenience or Necessity cannot be made as set forth in Exhibit "A" to this resolution, referenced hereto and incorporated herein;

2. Determines that this action is statutorily exempt from CEQA pursuant to CEQA Guidelines Section 15270 (projects which are disapproved);

3. Denies the request for a determination of public convenience or necessity for the issuance of a Type-20 ABC License for the Winters Market;

4. Directs staff to inform the California Department of Alcoholic Beverage Control of the City Council's action.

Passed and Adopted this 7th day of February 2023, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Bill Biasi, Mayor

_____
Kathleen Salguero Trepa, City Clerk

Resolution No. 2023 – 07

Exhibit "A"

Recommended Findings

Public Convenience or Necessity Findings

1. *The issuance of the license will not negatively influence the rate of criminal activity in the neighborhood in which the establishment is located.*

   Due to the location of the Winters Market being located on Grant Avenue (State Route 128), which is a major thoroughfare through the City of Winters, it is unlikely that issuance of an ABC license would negatively influence the rate of criminal activity in the neighborhood or project vicinity.

2. *The issuance of the license is compatible with the neighborhood character, including: proximity and number of other retail outlets selling alcohol; proximity of the retail outlet to schools, playgrounds, and other facilities serving young people; proximity of the retail outlet to residential neighborhoods; the business provides a wide range of desirable goods and services; and the business provides a unique type of goods and services.*

   The Winters Market is located at 3 Grant Avenue directly adjacent to the Grant Avenue and Railroad Avenue intersection. Winters Market has three sensitive uses within 600' feet of the property: 1). Winters High School; 2). First Baptist Church Winters; and 3). the Winters Library. In addition, there is one residence located within 100' feet of the property. Due to the Winters Market being in close proximity to Winters High School and a popular destination for high school students before, during and after school hours, the issuance of the license may result in students traveling off campus. While one option is to require that alcohol be locked and not available for sales during school hours, including one hour before and after the school day, the school schedule adjusts for a number of different reasons, adding a layer of complexity for tracking and enforcement. Staff questions the compatibility of beer and wine sales at this location within the neighborhood location and the number of minors present in and around the store. Therefore, the City Council finds the issuance of an alcohol license is not compatible with the neighborhood character.

3. *The City has verified that the establishment for which the alcoholic beverage license is requested has no land use, building code, or health code violations, and is permitted by the applicable use regulations of the City of Winters Municipal Code.*

   The property and use are currently compliant with all applicable use regulations

of the City of Winters Municipal Code. However, the use would be incompatible with the neighborhood character as demonstrated in Finding 2, above.

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

INFORMATION AND INSTRUCTIONS - SECTION 23958.4 B&P

Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.

- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
- Part 2 is to be completed by the applicant, and returned to ABC.
  Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

GEO CODE :5702

1. APPLICANT'S NAME

CHANA INC. - 643287

2. PREMISES ADDRESS (Street number and name, city, zip code)

3 GRANT AVE, WINTERS, CA 95694-1615

3. LICENSE TYPE

20

4. TYPE OF BUSINESS

[ ] Full Service Restaurant	[ ] Hofbrau/Cafeteria	[ ] Cocktail Lounge	[ ] Private Club
[ ] Deli or Specialty Restaurant	[ ] Comedy Club	[ ] Night Club	[ ] Veterans Club
[ ] Cafe/Coffee Shop	[ ] Brew Pub	[ ] Tavern: Beer	[ ] Fraternal Club
[ ] Bed & Breakfast:	[ ] Theater	[ ] Tavern: Beer & Wine	[ ] Wine Tasting Room
[ ] Wine only [ ] All			
[ ] Supermarket	[ ] Membership Store	[ ] Service Station	[ ] Swap Meet/Flea Market
[ ] Liquor Store	[ ] Department Store	[X] Convenience Market	[ ] Drive-in Dairy
[ ] Drug/Variety Store	[ ] Florist/Gift Shop	[ ] Convenience Market w/Gasoline	
[ ] Other - describe:			

5. COUNTY POPULATION	6. TOTAL NUMBER OF LICENSES IN COUNTY	7. RATIO OF LICENSES TO POPULATION IN COUNTY
217500	N/A [ ] On-Sale [ ] Off-Sale	1-1250 [ ] On-Sale [X] Off-Sale
8. CENSUS TRACT NUMBER	**9. NO. OF LICENSES ALLOWED IN CENSUS TRACT**	**10. NO. OF LICENSES EXISTING IN CENSUS TRACT**
113.02	2 [ ] On-Sale [X] Off-Sale	3 [ ] On-Sale [X] Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

[X] Yes, the number of existing licenses exceeds the number allowed

[ ] No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

[ ] Yes (Go to Item #13) [X] No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER	14. TOTAL NUMBER OF REPORTING DISTRICTS	15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS
N/A	N/A	N/A
16. AVERAGE NO. OF OFFENSES PER DISTRICT	**17. 120% OF AVERAGE NUMBER OF OFFENSES**	**18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT**
N/A	N/A	N/A

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

[ ] Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17

[ ] No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

[ ] a. If "*No*" is checked in both item #11 *and* item #19, *Section 23958.4 B&P does not apply* to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.

[ ] b. If "*Yes*" is checked in either item #11 *or* item #19, *and* the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjuction with a beer manufacturer's license, or winegrower's license, advise the *applicant to complete Section 2* and bring the completed form to ABC when filing the application or as soon as possible thereafter.

[X] c. If "*Yes*" is checked in either item #11 *or* item #19, *and* the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the *applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3*. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

Tiffany Alfaro

please mail PCN TO:
Directors of Community Development
318 1st St
Winters, CA 95694

ABC-245 (rev. 01-11)

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documention, if desired. Do *not* proceed to Part 3.

22. APPLICANT SIGNATURE

23. DATE SIGNED

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance.
Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

☐ Yes ☐ No ☐ See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

26. CITY/COUNTY OFFICIAL NAME

27. CITY/COUNTY OFFICIAL TITLE

28. CITY/COUNTY OFFICIAL PHONE NUMBER

29. CITY/COUNTY OFFICIAL SIGNATURE

30. DATE SIGNED

Winters Police Department

702 Main Street, Winters, CA. 95694

Dispatch (530) 795-4561| Office (530) 795-2261| Fax (530) 795-3921

To: City Planner Kirk Skierski

From: Chief John P. Miller

Date: January 23, 2023

Subject: Winters Market ABC License

Per our conversation reference the Winters Market's Alcoholic Beverage Control (ABC) License on or around January 20, 2023, the position of the Winters Police Department that if an ABC license is granted, we would request the following conditions:

1. No sales during normal school hours plus a minimum of one hour on each side of the regular bell schedule regardless of day of the week (Monday-Friday), holidays, half days, breaks, etc. (i.e. no sales Monday-Friday between 7:00 am and 4:20 pm, preferably rounded to 5:00 pm, even during summer break). This is justified due to other school activities during breaks such as football practice, club activities, etc.

2. All alcohol must be physically inaccessible and locked during days/hours above. This includes alcohol that is stored/displayed behind the counter (i.e. must be physically inaccessible and locked in a cabinet/display and not just reliant upon the physical presence of the clerk).

Please let me know if you have any questions or need further clarification.

WINTERS JOINT UNIFIED SCHOOL DISTRICT

909 WEST GRANT AVE., WINTERS, CA 95694
(530) 795-6100 FAX (530) 795-6114

RODY BOONCHOUY, Ed.D.
SUPERINTENDENT

BOARD OF TRUSTEES

CARRIE GREEN
JOEDY MICHAEL
STERLING DAVIS
KRISTIN TROTT
EVERARDO ZARAGOZA

January 26, 2023

Bill Biasi, Mayor
Albert Vallecillo, Mayor Pro Tempore
Richard Casavecchia, Council Member
Jesse Loren, Council Member
Carol Scianna, Council Member
City of Winters
318 1st St
Winters, CA 95694

cc: Kathleen Trepa, City Manager
Kirk Skierski, City Planner

Re: Winters Market Alcohol Permit

Dear Mayor Biasi, Mayor Pro Tempore Vallecillo, and Members Casavecchia, Loren, and Scianna:

Chana Inc. ("Winters Market") located at 3 Grant Avenue, Winters, CA, 95694-1615 has applied for a liquor license under the Alcohol Beverage Control Act. The Winters Joint Unified School District has protested issuance of the license, due to concerns for the safety of our students at Winters High School.

ABC found that granting the license would result in *an oversaturation of alcoholic beverage outlets in this particular census tract*, which would make the issuance of the license unnecessary. As a result, State law prohibits ABC from issuing the license unless the City of Winters finds that the public interest is served, and issues a Public Convenience or Necessity ("PCN") determination. For the reasons outlined below, the Winters JUSD Administrative Staff request that the City maintain the *status quo* and deny the request for the PCN determination.

1. The Market's Proximity to the School

The City's municipal code (Section 17.96.040) expressly prohibits an off-sale liquor establishment from selling or storing motor fuels on the same premises as alcoholic beverages, except upon the following conditions: "K. No off-sale liquor establishment shall be maintained within five hundred (500) feet of such consideration points as schools (public and private), established churches or other places of worship, hospitals, convalescent homes, public parks, and playgrounds and/or other similar uses. The distance of five hundred (500) feet shall be measured between the nearest entrances used by patrons of such establishments along the shortest route to other

establishments, or to the nearest property line of any of the above referenced consideration points. The separation requirement shall be reduced to two hundred (200) feet for operations located within the central business district."

The City's code mentions establishments selling or storing motor fuels on the same premises as alcoholic beverages – but motor fuels make no practical difference to the health and safety implications of having an off-sale liquor establishment so close to a school. The distance between the entrance of Winters High School and the Winters Market is 363.09 feet. The distance between the District property line and the entrance to the market is 134.4 feet. (*See* **Exhibit A** attached hereto). By either measure, Winters Market is within the City's 500 foot distance parameter, and there is a safety concern created by having an alcoholic beverage establishment so close to a school site.

2. Other Practical Considerations

Additional reasons for the city to refuse a Public Convenience or Necessity include the following:

a. It is not practicable to prohibit alcohol sales during "school hours." Expecting store clerks to store the alcohol in locked containers during school hours and then "open" the alcohol after school hours may be unrealistic and difficult to enforce.

b. Winters High School offers a variety of student activities beyond school hours, including afternoon, evening, and weekend sports events, social clubs, and similar activities. A "school hours" restriction will not provide meaningful protection during additional times of school and community based activities.

c. Winters Market is currently, and regularly, frequented by students, so much so that school staff supervise the Winters Market parking lot during student breaks and lunches to ensure students are safe, well-behaved, and return to campus in a timely fashion. Students will know that there is alcohol in this location and the times it becomes available.

d. Having alcohol in this location will increase the likelihood that minors will solicit adults to purchase alcohol on their behalf.

e. Selling alcohol in this location would increase the risk of intoxicated people driving to and from the store, which currently serves as a student gathering area.

WINTERS JOINT UNIFIED SCHOOL DISTRICT

909 WEST GRANT AVE., WINTERS, CA 95694
(530) 795-6100 FAX (530) 795-6114

RODY BOONCHOUY, Ed.D.
SUPERINTENDENT

BOARD OF TRUSTEES

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STERLING DAVIS
KRISTIN TROTT
EVERARDO ZARAGOZA

On behalf of Winters JUSD Administrative Staff, it is our stance that having a liquor establishment on the main thoroughfare to school is detrimental, dangerous, and undesirable. There are no time restrictions that can avoid the negative and unsafe consequences that are sure to result from alcohol sales adjacent to a school facility. The City's code itself recognizes that sales within 500 feet of a school are problematic. Our charge as educators in the community is to ensure the safety and wellbeing of our children. We respectfully request that the City help protect our community's children and refuse to find a Public Convenience or Necessity in connection with this application.

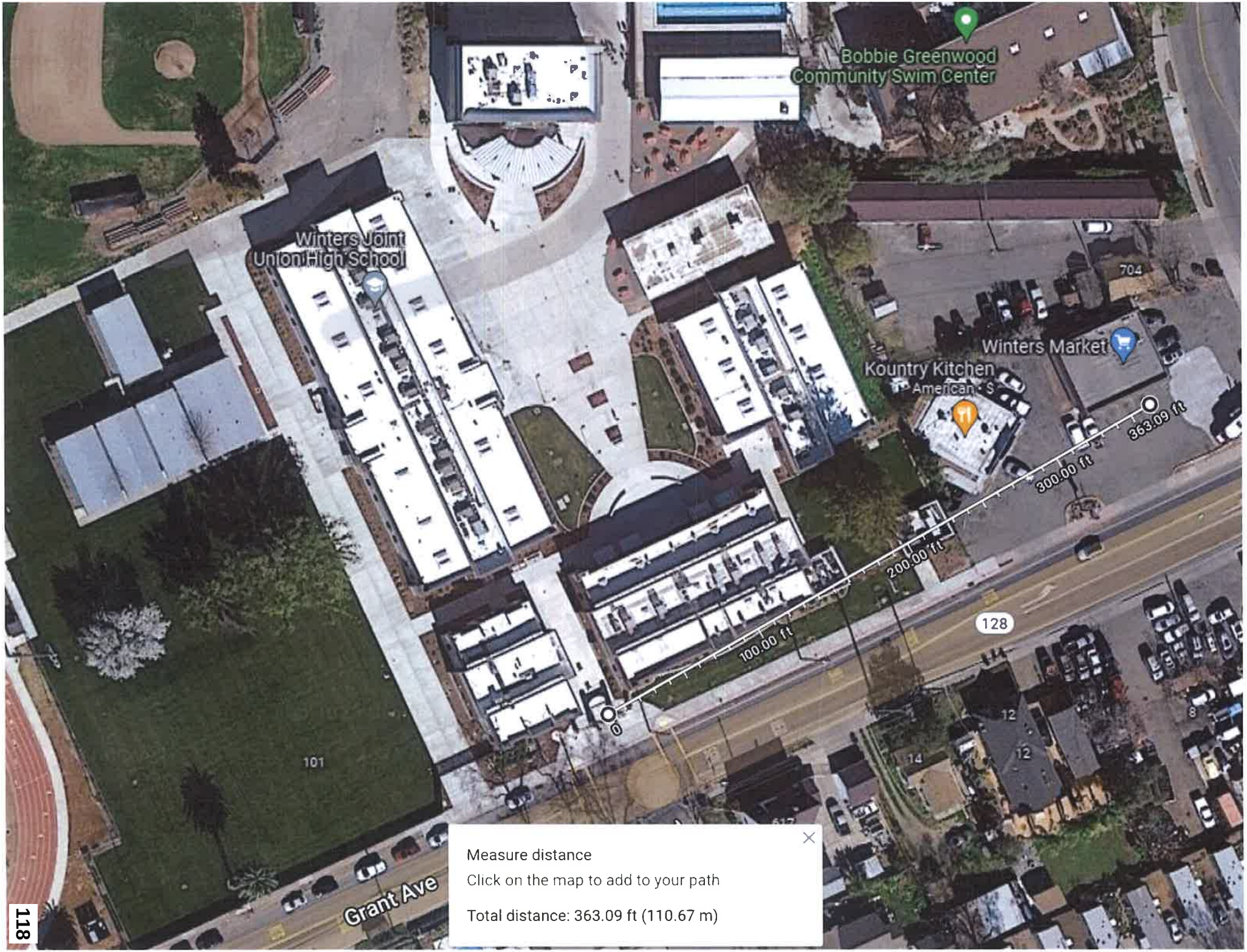
Sincerely,



Rody Boonchouy, Ed.D.
WJUSD Superintendent of Schools

EXHIBIT A


Winters Branch Library
Bobbie Greenwood Community Swim Center
Winters Joint Union High School
Winters Market
Kountry Kitchen
134.40 ft
128
Pisani's
101
1st St
Grant Ave
128
Measure distance
Click on the map to add to your path
Total distance: 134.40 ft (40.97 m)


Bobbie Greenwood
Community Swim Center
Winters Joint
Union High School
704
Winters Market
Kountry Kitchen
American · $
363.09 ft
300.00 ft
200.00 ft
100.00 ft
128
101
14
12
12
8
Grant Ave
Measure distance
Click on the map to add to your path
Total distance: 363.09 ft (110.67 m)

25 January 2023

Dear Winters City Council,

It is with great concern that we write to you regarding the recent request by the Winters Market, 3 Grant Avenue, to be allowed to sell alcoholic beverages. As you are well aware, this business neighbors Winters High School campus and is patronized on a daily basis by many WHS students and staff. There are also several residential homes directly behind and bordering the Winters Market property.

Due to its proximity to Winters High School, we believe that the request by Winters Market should be denied. Granting the Winters Market request would send a message opposite of the one taught in our health classes on campus, which teaches our youth about the harmful effects of alcohol. With a granted request will also come in-store advertising of alcoholic beverages that our students will see on a daily basis, which could result in an increase of teenage drinking. Sales to minors, public drunkenness near the store and possibly on our campus, and an increase of using our nearby campus as a place to consume beverages purchased at the market could also occur.

We hope that the council will take into consideration these and other possible effects that could occur if alcohol is allowed to be sold at Winters Market.

We thank you for your time and consideration,

Staff and student signers of a recent petition circulated at Winters High School
(See attached petitions)

FRIDAY NIGHT Line

Winters High School
909 Grant Avenue
Winters, CA 95694

5

Petition for Winters City Council to Deny Winters Market to Sell Alcohol

We, the undersigned students and faculty of Winters High School, support the denial of a permit for Winters Market to sell alcohol products, including beer and wine.

(A.) As of 2019, 14.5 million people in the U.S. ages 12 and older had Alcohol Use Disorder (AUD).

(B.) Research indicates that alcohol use during the teenage years can interfere with normal adolescent brain development and increase the risk of developing AUD.

(C.) Research also shows that people who misuse alcohol have a greater risk of liver disease, depression, stroke, stomach bleeding, as well as cancers of the esophagus, larynx, liver, colon and rectum. https://www.niaaa.nih.gov

Furthermore, the California Department of Alcoholic and Beverage Control (ABC) may deny a retail license located (a) within vicinity of churches and hospitals, or (b) within at least 600 feet of school, public playgrounds and nonprofit youth facilities (Section 23789 and Rule 61.4). **The Winters High School Gym is 528 feet from the Winters Market.**

ABC will not license a new retail location within 100 feet of a residence unless the applicant can establish that the operation of the proposed premises will not interfere with the quiet enjoyment of the property by residents (Section 23789 and Rule 61.4). **There are several apartments directly behind the Winters Market.**

Finally, the Winters City Code Section 17.96.040 (K) states that "No off sale liquor establishment shall be maintained within 500 feet of such consideration points as schools, (public and private), established churches or other places of worship, hospitals, convalescent homes, public parks, and playgrounds and/or other similar uses. The distance of five hundred (500) feet shall be measured between the nearest entrances used by patrons of such establishments along the shortest route to other establishments, or to the nearest property line of any of the above referenced consideration points."

By signing this petition, you are urging the Winters City Council to NOT grant the Winters Market permission to sell alcohol. Support youth, not alcohol sales!

Name	Signature	Check One
John Barsotti		☐Student ☒Staff
Andrea Hurst	Andrea Hurst	☐Student ☒Staff
Holly Smith		☐Student ☒Staff
Dianne Hala		☐Student ☒Staff
Michael Goodson		☐Student ☒Staff
Kayla Mederos		☐Student ☒Staff

Name	Signature	Check One
Danielle Johnson	Danielle Johnson	☑Student ☐Staff
Makayla Garland	Makayla Garland	☑Student ☐Staff
Carmen Barnos	Carmen Barnos	☑Student ☐Staff
Isabella Mena		☑Student ☐Staff
Jacelyn Liss	Jacelyn Liss	☒Student ☐Staff
Kali Benton	Kali Benton	☑Student ☐Staff

Name	Signature	Check One
Bayla Garcia	Bayla	☑Student ☐Staff
Traci Calvert	Traci Calvert	☐Student ☒Staff
Jose Lopez	Jose Lopez	☒Student ☐Staff
Jonathan [illegible]	[illegible]	☒Student ☐Staff
Paris Zaragoza	Paris Zaragoza	☒Student ☐Staff
[illegible]	[illegible]	☒Student ☐Staff

Name	Signature	Check One
Dennise Valdez	Dennise Valdez	☑Student ☐Staff
Kalyssa Grimbergs	Kalyssa Grimbergs	☑Student ☐Staff
Janeth Valladay	Janeth Valladay	☑Student ☐Staff
Christina Ramirez	Christina Ramirez	☑Student ☐Staff
Yarethzy Sanchez	Yarethzy Sanchez	☑Student ☐Staff
Pricila Gonzalez	Pricila Gonzalez	☑Student ☐Staff

Name	Signature	Check One
Alondra Molina	Alondra M	☑Student ☐Staff
Ana Temoltzi	Anatemoltzi	☑Student ☐Staff
Ashley Delgado	Ashley Delgado	☑Student ☐Staff
Liliana Murillo	Liliana	☑Student ☐Staff
Ruby Campos		☑Student ☐Staff
Dakota Kornegay	Dakota Kornegay	☐Student ☑Staff
Andrea Cogan		☑Student ☐Staff
Jello Bevan		☑Student ☐Staff
		☐Student ☐Staff

Name	Signature	Check One
[illegible]	[illegible]	☐Student ☐Staff
Lily Anderson	Lily Anderson	☑Student ☐Staff
[illegible]	[illegible]	☑Student ☐Staff
		☐Student ☐Staff

Name	Signature	Check One
Makena Driver	Makena D	☑Student ☐Staff
Kalyssa Grinbergs		☑Student ☐Staff
Ava Skinner		☑Student ☐Staff
Anneliese Gonzalez	Anneliese G	☑Student ☐Staff
		☐Student ☐Staff
		☐Student ☐Staff
		☐Student ☐Staff

Name	Signature	Check One
Madeline Ahrens	Madeline Ahrens	☐Student ☒Staff
Patricia Cisneros	PCisneros	☐Student ☒Staff
Rebecca Bjorkman	RBjorkman	☐Student ☒Staff
Dawn Strange	Dawn Strange	☐Student ☒Staff
Danielle Bertrand	D Bertrand	☐Student ☒Staff
Camille Flint	Camille Flint	☐Student ☒Staff
Theresia Alba	Theresia Alba	☐Student ☒Staff
Olivia Rodriguez	Olivia Rodriguez	☐Student ☒Staff
Kari Mann	Kari Mann	☐Student ☒Staff
		☐Student ☐Staff

Name	Signature	Check One
Matt Baker	MBaker	☐Student ☒Staff
Matt Biers	Matt Biers	☐Student ☒Staff
		☐Student ☐Staff

Name	Signature	Check One
Zaria Gentry	Zaria Gentry	☒Student ☐Staff
		☐Student ☐Staff
		☐Student ☐Staff

Name	Signature	Check One
James Stark	James Stark	☐Student ☒Staff
Vincent Colter	Vincent Colter	☒Student ☐Staff
Bryan Angel	Bryan Angel	☒Student ☐Staff
Tristan Cooper	Tristan Cooper	☒Student ☐Staff
Logan crabtree	Logan crabtree	☒Student ☐Staff

CITY OF WINTERS
california
Est. 1875

January 24, 2023

SACOG
1415 L Street, Suite 300
Sacramento, CA 95814

Re: Letter of Support for SACOG Regional Funding Round Maintenance and Modernization Category Application – County Road 31 Bike & Safety Project

Dear SACOG:

The City of Winters supports the SACOG Regional Funding Round Maintenance and Modernization Category Application for the County Road (CR) 31 Bike & Safety Project (Project). The Project is in rural Yolo County between the City of Davis and the City of Winters. The primary purpose of the project is to reconstruct CR 31, one of Yolo's most utilized roads both for vehicular traffic as well as bicyclists traveling between Winters, Davis, and Woodland. Reconstructing this road will provide a safer alternative transportation route to residents and could reduce vehicular emissions and reduce single occupancy vehicles.

The Project is a top concern for the County. Staff have received complaints that the roadway is in need of repair for bicyclists' safety as well as vehicular safety. In the four-year period between 2014 to 2018, there were 20 collisions causing injury or fatality along this stretch of road. In addition to providing an improved roadway using the sustainable full depth reclamation (FDR) process, the Project enhances safety by adding buffer striping along the Class II bike lanes.

The Project includes significant benefits for key stakeholders. CR 31 is a primary transportation hub between the Cities of Davis and Winters. The Project provides accommodation for farm vehicles as well as improves farm-to-market access. Lastly, the improved Class II bike lanes enhance bicycle mobility on a crucial alternative commute route.

Thank you for considering the City of Winters support of the project in your application review. If you have any questions, please contact me at bill.biasi@cityofwinters.org.

Respectfully,

Bill Biasi

Bill Biasi
Mayor, City of Winters
CC: City of Winters City Council

318 First Street
Winters, CA 95694
Phone.530.795.4910
Fax. 530.795.4935

COUNCIL MEMBERS
Richard Casavecchia
Jesse Loren
Carol Scianna

MAYOR
Bill Biasi

MAYOR PRO TEM
Albert Vallecillo

CITY MANAGER & CITY CLERK
Kathleen S. Trepa

CITY TREASURER
Cathy Mathews

CITY OF WINTERS
california
Est. 1875

January 31, 2023

Mr. James Corless
Executive Director
Sacramento Area Council of Governments
1415 L St # 300, Sacramento, CA 95814

Dear Mr. Corless:

Re: Yolo 80 Managed Lanes Regional Funding Transformative Program Support Letter

The City of Winters extends its support for the critically important Yolo 80 Managed Lanes project.

Interstate 80 (I-80) in Yolo County between the Solano and Sacramento County lines is a nationally significant passenger and trade corridor for the northern California megaregion. The I-80 provides the only east/west controlled-access connection between the San Francisco Bay Area and the Sacramento region, and over the Sierra Nevada Mountain Range into northern Nevada and to the destinations in the east. Traffic congestion has reached unacceptable levels in both directions, affecting travel time reliability for all travelers, as well as goods movement associated with the Ports of Oakland, Benicia, and West Sacramento. The Yolo Causeway contributes to congestion as a natural barrier limiting alternative routing. Adjacent communities' quality of life is affected as frustrated motorists are guided by vehicle navigation systems onto local streets in Davis, West Sacramento, and Woodland to save just a few minutes of travel time. Transit service, including the Yolobus 42 A/B, Express, and Causeway Connection routes are routinely delayed, trapped in congestion with single-occupant vehicles.

The proposed project will construct improvements consisting of tolled managed lanes with direct I-80 connectors at the I-80/US 50 separation, implement Transit Signal Priority (TSP) at ramp meters, pedestrian/bicycle facilities, and Intelligent Transportation System (ITS) elements along Interstate 80 (I-80) and the United States Route 50 (US-50) in Yolo County. This innovative project employs best practices and freeway operations and demand management principles that will result in significant, direct benefits to the economic freight vitality of the region by enhancing the operational performance for all users. The project:

1. **Improves throughput and reliability of 12,000-16,000 freight vehicles** that utilize this corridor daily.
2. **Improves travel time by up to 15 minutes**.
3. **Enhances safety** by improving the median, outside shoulders, , merge/diverge, roadside and overhead signs for managed lanes, and median barriers to current standards.
4. Contains a proposed alternative that will use first-in-the-region **congestion priced toll lanes to** help meet the SACOG region's greenhouse gas targets and implement the MTP/SCS' vision for a network of tolled lanes and expanded express bus services.

318 First Street
Winters, CA 95694
Phone.530.795.4910
Fax. 530.795.4935

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CITY TREASURER
Cathy Mathews

CITY OF WINTERS
california
Est. 1875

5. **Constructs a 300-space Mobility Hub**, Transit Signal Priority, Class IV ped/bike facility, and managed lanes to promote mode shift and **manage VMT to reduce single occupancy vehicles and increase transit ridership**.
6. Save **1,569,500 annual average person-hours and 4,300 hours of daily person-hours**, including transit and freight travel improvements.
7. **Improves transit access and viability** for Yolobus, Solano Transit, Sacramento Regional Transit, and forthcoming services by investing future toll revenues toward improved transit.
8. **Constructs Intelligent Transportation System (ITS) elements** to help expedite traveler information to warn the public of changing travel conditions, enhance incident response time and reduce secondary collisions.
9. **Constructs Gross Solid Removal Devices** (GRSD) for **climate resiliency.**
10. Improves the **evacuation mitigation option** in the Yolo County's California Office of Emergency Services emergency plan/hazard mitigation.
11. **Substantially reduces local cut-through traffic**.
12. **Develops an Equity Analysis** to help address equity and livability by engaging with the public and obtaining feedback on what disproportionately burdened communities need such as providing transit incentives.

This corridor has been identified by the Northern California megaregion partners (SACOG, MTC, SJCOG) as one of the "megaregion dozen" most important projects to improve the movement of people and goods across regional boundaries and keep the engines of Northern California's economic prosperity humming. Conditions will worsen if thoughtful, innovative solutions such as those proposed by this project are not implemented.

Sincerely,

Bill Biasi

Bill Biasi

Mayor, City of Winters

CC: Winters City Council

318 First Street
Winters, CA 95694
Phone.530.795.4910
Fax. 530.795.4935

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CITY MANAGER & CITY CLERK
Kathleen S. Trepa

CITY TREASURER
Cathy Mathews

CITY OF WINTERS
california
Est. 1875

January 31, 2023

Mitch Weiss
Executive Director
California Transportation Commission
1120 N Street
Sacramento, CA 95814

Dear Mr. Weiss:
Re: Yolo 80 Managed Lanes Trade Corridor Enhancement Program Support Letter

The City of Winters extends its support for the critically important Yolo 80 Managed Lanes project.

Interstate 80 (I-80) in Yolo County between the Solano and Sacramento County lines is a nationally significant passenger and trade corridor for the northern California megaregion. The I-80 provides the only east/west controlled-access connection between the San Francisco Bay Area and the Sacramento region, and over the Sierra Nevada Mountain Range into northern Nevada and to the destinations in the east. Traffic congestion has reached unacceptable levels in both directions, affecting travel time reliability for all travelers, as well as goods movement associated with the Ports of Oakland, Benicia, and West Sacramento. The Yolo Causeway contributes to congestion as a natural barrier limiting alternative routing. Adjacent communities' quality of life is affected as frustrated motorists are guided by vehicle navigation systems onto local streets in Davis, West Sacramento, and Woodland to save just a few minutes of travel time. Transit service, including the Yolobus 42 A/B, Express, and Causeway Connection routes are routinely delayed, trapped in congestion with single-occupant vehicles.

The proposed project will construct improvements consisting of tolled managed lanes with direct I-80 connectors at the I-80/US 50 separation, implement Transit Signal Priority (TSP) at ramp meters, pedestrian/bicycle facilities, and Intelligent Transportation System (ITS) elements along Interstate 80 (I-80) and the United States Route 50 (US-50) in Yolo County. This innovative project employs best practices and freeway operations and demand management principles that will result in significant, direct benefits to the economic freight vitality of the region by enhancing the operational performance for all users. The project:

1. **Improves throughput and reliability of 12,000-16,000 freight vehicles** that utilize this corridor daily.
2. **Improves travel time by up to 15 minutes**.
3. **Enhances safety** by improving the median, outside shoulders, , merge/diverge, roadside and overhead signs for managed lanes, and median barriers to current standards.
4. Contains a proposed alternative that will use first-in-the-region **congestion priced toll lanes to** help meet the SACOG region's greenhouse gas targets and implement the MTP/SCS' vision for a network of tolled lanes and expanded express bus services.

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CITY OF WINTERS
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5. **Constructs a 300-space Mobility Hub**, Transit Signal Priority, Class IV ped/bike facility, and managed lanes to promote mode shift and **manage VMT to reduce single occupancy vehicles and increase transit ridership**.
6. Save **1,569,500 annual average person-hours and 4,300 hours of daily person-hours**, including transit and freight travel improvements.
7. **Improves transit access and viability** for Yolobus, Solano Transit, Sacramento Regional Transit, and forthcoming services by investing future toll revenues toward improved transit.
8. **Constructs Intelligent Transportation System (ITS) elements** to help expedite traveler information to warn the public of changing travel conditions, enhance incident response time and reduce secondary collisions.
9. **Constructs Gross Solid Removal Devices** (GRSD) for **climate resiliency.**
10. Improves the **evacuation mitigation option** in the Yolo County's California Office of Emergency Services emergency plan/hazard mitigation.
11. **Substantially reduces local cut-through traffic**.
12. **Develops an Equity Analysis** to help address equity and livability by engaging with the public and obtaining feedback on what disproportionately burdened communities need such as providing transit incentives.

This corridor has been identified by the Northern California megaregion partners (SACOG, MTC, SJCOG) as one of the "megaregion dozen" most important projects to improve the movement of people and goods across regional boundaries and keep the engines of Northern California's economic prosperity humming. Conditions will worsen if thoughtful, innovative solutions such as those proposed by this project are not implemented.

Sincerely,

Bill Biasi

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Mayor, City of Winters

CC: Winters City Council

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