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

REGULAR CITY COUNCIL MEETING

City Hall, Council Chamber
318 First Street, Winters, CA 95695
October 7, 2025
6:30 PM

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

Zoom: +16699006833 US Meeting ID: 850 2319 7139

Passcode: 405995

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

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

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

General Information: If you have questions about this agenda please call the City Clerk's office at 530-794-6702. View City Council meetings, obtain agendas and agenda packets 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.

Assistance: In compliance with the Americans with Disabilities Act, if you need special assistance, a disability-related modification or accommodation, agenda materials in an

alternative format, or auxiliary aids to participate in this meeting, please contact the Office of the City Clerk at 530-794-6702 or cityclerk@cityofwinters.org as soon as possible. Providing at least 72 hours notice will help ensure that reasonable arrangements can be made.

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA
The Mayor and Council may change the order of the Agenda or request discussion of a Consent Item.

1. SPECIAL PRESENTATIONS

2. PUBLIC COMMENT (Items not on the agenda)
This time is reserved for members of the public to address the City Council on items that are not on the Agenda and are within the subject matter jurisdiction of the City Council. Comments are limited to 3 minutes. Comments for items on the Open Session agenda will be taken when the item is called in Open Session. City Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the City Council does not respond to public comment at this time.

3. CONSENT CALENDAR
All items listed under the Consent Calendar are considered and acted upon by one Motion.
Anyone may request an item be removed for separate consideration.

A. Resolution 2025-60 Authorizing Budget Adjustment of $69,769.71 to the Winters Police Department.
Staff Report - Budget Adjustment.doc
Attachment 1 - Resolution 2025-60 Budget Adjustment.docx
Attachment 1, Exhibit A Axon.pdf
Attachment 1, Exhibit B Flock.pdf

B. Adoption of Ordinance No. 2025-07 rezoning the Farmstead Subdivision Project located at 29500 Russell Boulevard and adoption Ordinance No. 2025-08 approving a Development Agreement with South Market Court Partnership, L.P., a California Limited Partnership, and Mark and Christine Skreden Family Trust U/T/A dated September 21, 1999
Staff Report - Second Reading of Rezoning and DA
Attachment 1 - Ordinance 2025-07 Rezoning
Attachment 2 - Ordinance 2025-08 DA
Exhibit A - Winters Farmstead Development Agreement

C. Resolution No. 2025-57 Accepting Grant Funding from the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant Program in the amount of $95,092.62.
Staff Report - AFG Grant.docx
Attachment 1 - Resolution 2025-57 AFG Grant
Attachment 2 - Award Package

D. Minutes of the Regular City Council Meeting Held on September 16, 2025
Minutes of the Regular City Council Meeting Held on September 16, 2025

E. Resolution No. 2025-55 appointing Wendy J. Rash to the Climate Action Commission for a four-year term expiring June 30, 2029.
Staff Report - Appointing Wendy J. Rash to the Climate Action Commission
Attachment 1 - Resolution 2025-55 Appointing Wendy J. Rash to the Climate Action Commission

F. Acceptance of Irrevocable Offer of Public Roads and Public Utility Easements for the Walnut Lane 10 Subdivision
Staff Report - Walnut 10 IOD
Attachment 1 - Resolution 2025-58 Walnut 10 IOD
Attachment 2 - Certificate of Acceptance
Attachment 3 - Final Map.pdf

G. Resolution 2025-59 Authorizing the City of Winters to Access State and Federal Level Summary Criminal History Information
Staff Report - Fingerprinting
Attachment 1 - Resolution 2025-59 Fingerprinting.docx

H. A Proclamation of the City Council of the City of Winters recognizing the 25 th anniversary of the Lower Putah Creek Committee
Proclamation - Lower Putah Creek

I. Presentation and Proclamation Recognizing October 2025 as National Breast Cancer Awareness Month and Acknowledging the Local Efforts of Thriving Pink
Proclamation - Breast Cancer Awareness

J. Resolution No. 2025-61 Approving a Memorandum of Understanding with the Winters Professional Firefighters Association, that includes a 4% General Salary Increase (GSI) retroactive to five (5) pay periods prior to ratification and approval of the MOU, a 4% GSI and 1% holiday differential increase for July 2026, a 4% GSI for July 2027, and other changes
Staff Report - Winters Fire Department MOU.docx
Attachment 1 - 2025-61 Resolution Winters Fire Department MOU.docx
Attachment 1, Exhibit A - Redline Winters Fire Department MOU.pdf

4. PUBLIC HEARINGS

5. DISCUSSION ITEMS

6. CITY MANAGER'S REPORT

7. COUNCIL COMMENTS-IDEAS, QUESTIONS, AB1234 REPORTS
This item is for information only and is not eligible for action at this time.

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the regular meeting of the

Winters City Council was posted on the public bulletin board at City Hall, 318 First Street and posted to the City of Winters website at cityofwinters.org.

_____

Zorina Treat, Deputy City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:October 7, 2025

THROUGH: Jeremy Craig, City Manager

FROM: John P. Miller, Chief of Police

SUBJECT: Adoption of Resolution 2025-60 Authorizing Budget Adjustment of $69,769.71 to the Winters Police Department

RECOMMENDATION:
Adopt Resolution 2025-60 authorizing budget adjustment of $69,769.71 to the Winters Police Department.

BACKGROUND:
During budget discussions with the City of Winters City Council, Staff presented the costs of an extended contract with Axon, consolidating several contracts for body-worn cameras and conducted energy devices (TASERs), as well as a contract with Flock to install automated license plate readers (ALPRs). It has determined that due to relatively new budgeting software and miscommunication amongst Staff, these items were not encumbered in the appropriate funds and not included in the FY 2025/26 final budget document.

Additionally, the server required for the new Records Management Systems (RMS) that was approved in FY 2024/25 was delayed due to technical issues. The RMS project is now underway; however, the cost of the server was not carried over to FY 2025/26's final budget document.

DISCUSSION:
Due to relatively new budgeting software and miscommunication with Staff, the costs of an extended contract with Axon, consolidating several contracts for body-worn cameras and

conducted energy devices (TASERs), as well as a contract with Flock to install automated license plate readers (ALPRs) were not encumbered in the appropriate funds and not included in the FY 2025/26 final budget document.

Additionally, the server required for the new Records Management Systems (RMS) that was approved in FY 2024/25 was delayed due to technical issues. The RMS project is now underway; however, the cost of the server was not carried over to FY 2025/26's final budget document.

The cost of these items was intended to be offset by special revenue funds within the Winters Police Department's budget for the first year to minimize impact on the General Fund in FY 2025/26.

The identified accounts and amounts for these offsets are:

- Axon:
  - Acct. 233-52915-210, AB109 Realignment Fund
  - $24,194.71

- Flock:
  - Acct. 414-52915-210, Police Impact Fund AB 1600 (Safety Equipment)
  - $23,800.00

- Switzer Enterprises
  - Acct. 414-52915-210, Police Impact Fund AB 1600 (Safety Equipment)
  - $21,775.00

FISCAL IMPACT:

Fiscal impact for Axon contract is $24,191.71 from the AB109 Realignment Fund. Flock contract is $23,800.00 and the RMS server is approximately $21,775.00, both of which are from the Police Impact Fund (AB 1600). There is no impact to the general fund from these budget adjustments.

ATTACHMENT(S):

1. Resolution 2025-60
2. Axon Invoice
3. Flock Invoice

RESOLUTION NO. 2025-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING BUDGET ADJUSTMENT OF $69,769.71 TO THE WINTERS POLICE DEPARTMENT

WHEREAS, during budget discussions with the City of Winters City Council, Staff presented the costs of an extended contract with Axon consolidating several contracts for body worn cameras and conducted energy devices (TASER's) as well as a contract with Flock to install automated license plate readers (ALPR's).; and

WHEREAS, the server required for the new Records Management Systems (RMS) that was approved in FY 2024/25 was delayed due to technical issues;

WHEREAS, it was determined that these items were not encumbered in the appropriate funds and not included in final budget document; and

WHEREAS, the cost of these items was intended to be offset by special revenue funds within the Winters Police Department's budget for the first year to minimize impact on the General Fund in FY 2025/26; and

WHEREAS, the identified accounts and amounts for these offsets are Acct. 233-52915-210, AB109 Realignment Fund in the amount of $24,194.71 for the Axon contract and Acct. 414-52915-210, Police Impact Fund AB 1600 (Safety Equipment) in the amount $45,575.00 for the Flock contract and RMS server.

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

SECTION 1. The City Council hereby finds that all of the foregoing recitals are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

SECTION 2. The City Council hereby amend the FY 2025/26 City budget to reflect the following changes to the Winters Police Department: $24,194.71 for the Axon contract from Acct. 233-52915-210 and $45.575.00 for the Flock contract and RMS server from Acct. 414-52915-210.

SECTION 3. The City Council finds that this Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Winters at its meeting held on October 7, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS:

_____
Al Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

Your Feedback Matters

Invoice

Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice ID	INUS361701
Invoice Account	106652
Date	15-Jul-25
Payment Term	Net 30 days
PO/DO #	
Quote #	Q-693417,
Sales Order #	
Terms of Delivery	FCA
Customer Reference	Q-693417,

BILL TO
Winters Police Dept. - CA
702 Main St
Winters, CA 95694-1689
USA

SHIP TO
Winters Police Dept. - CA
702 Main St
Winters, CA 95694-1689
USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	C00018	BUNDLE - TASER 7 CERTIFICATION	14.00	28.00000%	16,967.39
1	H00002	AB4 Multi Bay Dock Bundle	2.00	28.00000%	0.00
1	BWCUwTAP	BWC Unlimited with TAP	15.00	28.00000%	25,114.24
1	H00001	AB4 Camera Bundle	15.00	28.00000%	0.00
				Bundled Line Subtotal	**42,081.63**

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
20	1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE Tax Date 15-Jul-25 Shipment Date:	15.00	618.45	9,276.75	28.00000%	2,597.49
21	1	73746	AXON EVIDENCE - ECOM LICENSE - PRO Tax Date 15-Jul-25 Shipment Date:	1.00	1,464.60	1,464.60	28.00000%	410.09
33	1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE Tax Date 15-Jul-25 Shipment Date:	15.00	618.45	9,276.75	28.00000%	2,597.49
						Item Line Subtotal		**5,605.07**

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS361701	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 2108 E Elliot Rd, Tempe, AZ 85283 Reference No INUS361701
Account Number	634912729	Account Number	634912729		
Bank Routing No	122100024	Bank Routing No	021000021		
Reference No	INUS361701	SWIFT Code	CHASUS33		
		Reference No	INUS361701		

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Invoice

Customer Account	Winters Police Dept. - CA	Invoice ID	INUS361701
Invoice Account	106652	Date	15-Jul-25
Quote #	Q-693417,	Page	2 of 3

		Sales Amount	47,686.70
		Misc. Charge	0.00
		Discount	0.00
		Sales Tax	1,828.22
		Total	49,514.92
		Credit Amount(s) Applied	-17,912.54
		Amount Received	0.00
Payment Due	14-Aug-25	BALANCE DUE USD	31,602.38

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-71372
Invoice Date: 8/8/2025
Due Date: 9/7/2025
Payment Terms: Net 30
PO#:

Bill To: CA - Winters PD
702 Main St
Winters, California, 95694

Ship To: CA - Winters PD
702 Main Street
Winters, California 95694

Billing Company Name: CA - Winters PD
Billing Contact Name: John Miller
Billing Email Address: john.miller@winterspolice.org

Payment Terms: Net 30
Contracted Billing Structure: Annual - First Year at Signing

Notes: CA - Winters PD - Phase 1: Year 1 of 24 Month Term

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety LPR, fka Falcon	1	$3,000.00	$0.00	$3,000.00
Solar LPR, fka Solar Falcon	1	$2,400.00	$0.00	$2,400.00
Solar Long-Range LPR, fka Solar Falcon LR	1	$4,000.00	$0.00	$4,000.00
Solar LPR, fka Solar Falcon	6	$2,400.00	$0.00	$14,400.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services: https://planner.flocksafety.com/public/450a4792-14f3-43f7-8b11-bd07df8f3cee

Business Flock
INV INV-71372
Acc 4114-52915-210 Total 23,800.00
FY 25/26 By Yesi

Subtotal:	**$23,800.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$23,800.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

CITY COUNCIL

STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: October 7, 2025

FROM: David Dowswell, AICP, Contract Planner

SUBJECT: Adoption of Ordinance No. 2025-07 rezoning the Farmstead Subdivision Project located at 29500 Russell Boulevard and adoption Ordinance No. 2025-08 approving a Development Agreement with South Market Court Partnership, L.P., a California Limited Partnership, and Mark and Christine Skreden Family Trust U/T/A dated September 21, 1999

RECOMMENDATION:

Adopt Ordinance 2025-07 rezoning the Farmstead Subdivision Project located at 29500 Russell Boulevard and adopt Ordinance 2025-08 approving a Development Agreement with South Market Court Partnership, L.P., a California Limited Partnership, and Mark and Christine Skreden Family Trust U/T/A dated September 21, 1999

BACKGROUND/DISCUSSION:

On July 22, 2025, and August 12, 2025, the Planning Commission held continued public hearings regarding the Farmstead Subdivision project. At the conclusion the August 12, 2025 Planning Commission meeting, the Planning Commission unanimously adopted Planning Commission Resolution No. 2025-07 recommending that the City Council adopt an ordinance rezoning the Farmstead Subdivision Project and adopted Planning Commission Resolution No. 2025-08 recommending that the City Council approve a Development Agreement with South Market Court Partnership, L.P., a California Limited Partnership, and Mark and Christine Skreden Family Trust U/T/A dated September 21, 1999.

On September 16, 2025, the City Council unanimously introduced and waived first reading of the proposed ordinances, in addition to approving resolutions certifying the EIR, amending the General Plan, and approving the tentative map and affordable housing plan for the Farmstead Subdivision project.

ENVIRONMENTAL ANALYSIS:

On September 16, 2025, the City Council adopted Resolution No. 2025-52 Certifying the Final EIR for the Farmstead Subdivision Project, which included an analysis of the proposed rezoning as described in Ordinance No. 2025-07.

FISCAL IMPACT:

Analyzed as part of the Environmental Impact Report

ATTACHMENTS

1. Ordinance No. 2025-07
2. Ordinance No. 2025-08

ORDINANCE NO. 2025 – 07

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING THE ZONING CLASSIFICATIONS OF 33.7 ACRES OF SINGLE FAMILY RESIDENTIAL, 7,000 SQ. FT. AVG. MIN. (R-1), 13.5 ACRES OF PUBLIC OPEN SPACE (O-S) AND 14.7 ACRES OF NEIGHBORHOOD COMMERCIAL (C-1) TO 9.4 ACRES OF SINGLE FAMILY RESIDENTIAL, 7,000 SQ. FT. AVG. MIN. (R-1), 13.9 ACRES OF SINGLE FAMILY RESIDENTIAL, 7,000 SQ. FT. AVG. MIN. (R-1-PD), 16.1 ACRES OF SINGLE FAMILY RESIDENTIAL, 6,000 SQ. FT. AVG. MIN. (R-2-PD), 5.7 ACRES OF MULTIFAMILY RESIDENTIAL (R-3), 4.4 ACRES OF HIGH DENSITY MULTIFAMILY RESIDENTIAL (R-4), 3.3 ACRES OF NEIGHBORHOOD COMMERCIAL (C-1), AND 9.1 ACRES OF PUBLIC OPEN SPACE (O-S), AND ADDING A PLANNED DEVELOPMENT (PD) OVERLAY ZONE TO, AND APPROVING, A PD PERMIT FOR 13.9 ACRES OF THE R-1 ZONE AND 16.1 ACRES OF THE R-2 ZONE FOR THE PROPERTY LOCATED AT 29500 RUSSELL BLVD. (APN:038-050-018-000)

WHEREAS, the City of Winters ("City") General Plan was adopted on May 19, 1992, by City Council Resolution No. 1992-13; and

WHEREAS, all General Plan Housing Element updates must be prepared in accordance with the provisions set forth in Section 65583 et seq. of the Government Code; and

WHEREAS, on May 11, 2022, the California Department of Housing and Community Development (HCD) found that the City prepared (and adopted) its 6th Cycle (2021-2029) Housing Element ("Housing Element") in substantial compliance with California's Housing Element Law (Article 10.6 of Chapter 3 of Division 1 of Title of the Government Code); and

WHEREAS, the "certified" Housing Element contained several Implementation Programs that required action on the part of the City related to the ability of the City to provide adequate sites for all economic segments of the community; and

WHEREAS, Policy II.A.3 of the General Plan provides that the City shall maintain an adequate supply of residential land in appropriate land use designations and zoning categories to accommodate Winters' fair share of projected regional growth and normal residential vacancy rates; and

WHEREAS, Implementation Program II.3 of the Housing Element requires the City to rezone a minimum of 4.25 acres to accommodate the Regional Housing Needs Allocation ("RHNA") of 70 units for lower income households; and

WHEREAS, the property owner of the real property of 61.9 acres located on the north side of the intersection of SR 128/East Grant Avenue and East Main Street and commonly known by the address 29500 Russell Blvd., Winters, California, identified as Yolo County Assessor's Parcel Number 038-050-018-000 and referred to as the

Farmstead Property ("Subject Property"), desires the Subject Property have a new General Plan designation and be rezoned in order for the City to implement Policy II.A.3 of the General Plan and Program II.3 of the City's Housing Element; and

WHEREAS, the aforementioned rezoning of 4.4 acres to High Density Multifamily Residential (R-4) will allow the addition of higher density residential uses at a minimum of 10.1 dwelling units per acre up to a maximum of 20 dwelling units per acre, in addition to allowing expanded commercial uses and multi-family units at or above ground level; and

WHEREAS, the aforementioned rezoning of the 61.9 acres of the Subject Property is consistent with the General Plan, the General Plan Land Use Amendments being considered for the Farmstead Subdivision Project ("Project") and the purposes of Chapter 17.48 (Planned Development Overlay Zone) of the Winters Municipal Code; and

WHEREAS, a notice of a public hearing scheduled for June 24, 2025 for the proposed rezoning to be considered by the Winters Planning Commission was published in the *Winters Express* on June 4, 2025 in accordance with Government Code sections 65854 and 65090; and

WHEREAS, notice was mailed to property owners within 300 feet of the Project location on June 10, 2025; and

WHEREAS, the June 24, 2025, the Planning Commission hearing was continued to a regular meeting of the Planning Commission on July 22, 2025; and; and

WHEREAS, on July 22, 2025, the Planning Division staff presented its oral and written staff report on the Project and the rezoning, and the Planning Commission held a public hearing on the Project and amendment to receive oral and written testimony and written correspondence; and

WHEREAS, at the conclusion of the discussion, after receiving public comment, the Planning Commission continued the public hearing to a special meeting on August 12, 2025, and gave staff/applicant direction on the items that needed to be addressed; and

WHEREAS, on August 12, 2025, at a special meeting, the Planning Commission proceeded with a public hearing on the Project and amendment and received an updated staff report addressing those items requested by the Planning Commission; and

WHEREAS, the Planning Commission voted 4-0 to recommend the City Council approve the proposed Ordinance; and

WHEREAS, this public hearing before the City Council was duly noticed; and

WHEREAS, on September 16, 2025, the Planning Division staff presented its oral and written staff report on the Project and the rezoning, and the City Council held a

public hearing on the Project and amendment to receive oral and written testimony and written correspondence.

NOW, THEREFORE, **BE IT RESOLVED** that the City Council of the City of Winters does ordain as follows:

Section 1. Recitals. The recitals set forth above are true and correct and are incorporated as though fully set forth herein.

Section 2. Amendment. The existing zoning classifications of 33.7 acres of Single Family Residential, 7,000 sq. ft. avg. min. (R-1), 13.5 acres of Public Open Space (O-S) and 14.7 acres of Neighborhood Commercial (C-1) for the Subject Property, as depicted in Exhibit B, are hereby amended to 9.4 acres of Single Family Residential, 7,000 sq. ft. avg. min (R-1), 13.9 acres of Single Family Residential, 7,000 sq. ft. avg. min (R-1-PD),16.1 acres of Single Family Residential, 6,000 sq. ft. avg. min. with a planned development overlay (R-2-PD), 5.7 acres of Multifamily Residential (R-3), 4.4 acres of High Density Multifamily Residential (R-4), 3.3 acres of Neighborhood Commercial (C-1) and 9.1 acres of Public Open Space (O-S), as depicted in Exhibit C attached hereto and incorporated herein by this reference.

Section 3. Amendment. A Planned Development (PD) Overlay zone is being added to (a) twenty lots (identified as Lots 28-87 on Tentative Map No. 5174 dated August 25, 2025 and approved by Resolution No. 2025-__ on 13.9 acres of Single Family Residential, 7,000 sq. ft. avg. min. to make it a R-1-PD zone (consistent with Section 2) to allow single-story homes to reduce rear yard setback from 25 feet to 20 feet and (b) 16.1 acres of Single Family Residential, 6,000 sq. ft. avg. min. to make it a R-2-PD zone (consistent with Section 2) that allows lots that are a minimum of 5,000 square feet, have reduced front side and rear yard setbacks, and increased lot/site coverage as described in Exhibit D attached hereto and incorporated herein by this reference.

Section 4. CEQA. The City Council finds that the rezoning is consistent with the Final Environmental Impact Report prepared for the Farmstead Subdivision Project. No further environmental review is necessary for the project under the California Environmental Quality Act (CEQA).

Section 5. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

Section 6. Effective Date & Publication. This Ordinance shall become effective thirty (30) days from and after its passage and adoption and shall be published in accordance with Government Code section 36933.

Introduced on the 16th day of September, 2025, and **Passed and Adopted** by the City Council of the City of Winters on this 7th day of October, 2025, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

City of Winters

_____
Albert Vallecillo, Mayor

Attest:

_____
Jeremy Craig, City Clerk

Exhibit "A"

Ordinance 2025-07
Rezoning and PD Overlay Findings

The proposed amendments to rezone the Subject Property and add a PD overlay to (a) twenty lots (identified as Lots 28-87 on Tentative Map No. 5174 dated August 25, 2025 and approved by Resolution No. 2025-XX) on 13.9 acres of Single Family Residential, 7,000 sq. ft. avg. min. (R-1) to make it a R-1-PD zone, and (b) 16.1 acres of Single Family Residential, 6,000 sq. ft. avg. min. (R-2) to make it a R-2-PD zone, as described in Sections 2 and 3 of the Ordinance, are consistent with the General Plan, the General Plan land use designations and meet the following findings for a zoning amendment and PD Overlay Zone under Winters Municipal Code sections 17.28.050 and 17.48.060, as follows:

A. The rezoning and PD overlay proposed is consistent with the General Plan. This finding can be made as the General Plan map is being amended concurrently with the proposed rezoning and PD Overlay and will therefore be consistent with the General Plan. In addition, the rezoning and PD Overlay are consistent with Policy II.A.3 of the General Plan, which provides that the City shall maintain an adequate supply of residential land in appropriate land use designations and zoning categories to accommodate Winters' fair share of projected regional growth and normal residential vacancy rates; and

B. The rezoning and PD Overlay are necessary to achieve an improved design for the Project and/or the environment. This finding can be made as the rezoning and PD Overlay for the Subject Property will allow the City to accommodate the number of housing units assigned to them by the RHNA through the development of the Project.

C. The rezoning and PD Overlay are essential or desirable to the public comfort and convenience. This finding can be made as the new land use designations will provide additional housing, including affordable housing, and commercial development.

D. The public health and general welfare warrant the change of zones and the PD Overlay will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety or general welfare. This Finding can be made as the new zoning designations are

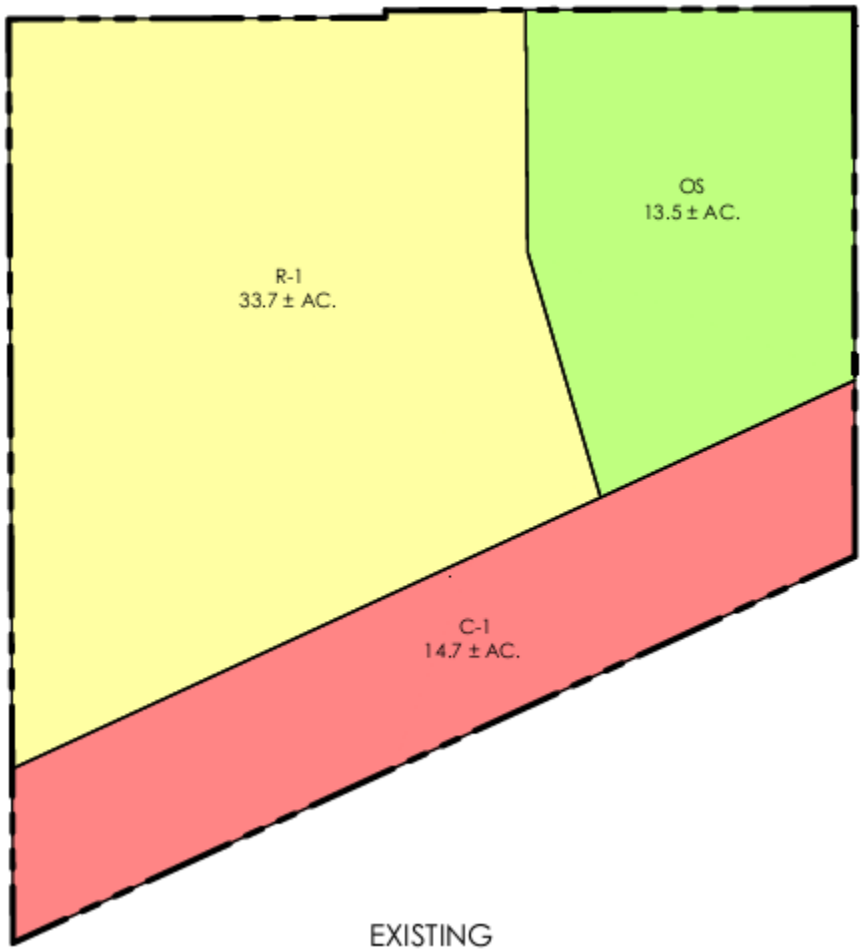
consistent with Policy II.A.3 of the General Plan, which provides that the City shall maintain an adequate supply of residential land in appropriate land use designations and zoning categories to accommodate Winters' fair share of projected regional growth and normal residential vacancy rates; and consistent with Implementation Policy Program II.3 of the Housing Element requires the City to rezone a minimum of 4.25 acres to accommodate the RHNA of 70 units for lower income households. The PD Overlay to twenty lots within 13.9 acres of Single Family Residential, 7,000 sq. ft. avg. min. (R-1) and to 16.1 acres of Single Family Residential, 6,000 sq. ft. avg. min. (R-2) will not impair the integrity or character of the neighborhood, which will include medium density residential lots, nor be detrimental to the public health, safety or general welfare.

E. Adequate utilities, access roads, sanitation and/or other necessary facilities and services will be provided or available; This finding can be made as the site is located on a major arterial to the City where urban infrastructure exists.

F. The development will not create an adverse fiscal impact for the city in providing necessary services. This finding can be made as the Subject Property will be developed by property owners who will pay their fair-share of development impact fees to provide necessary services.

Exhibit “B”

Existing Zoning Map



EXISTING

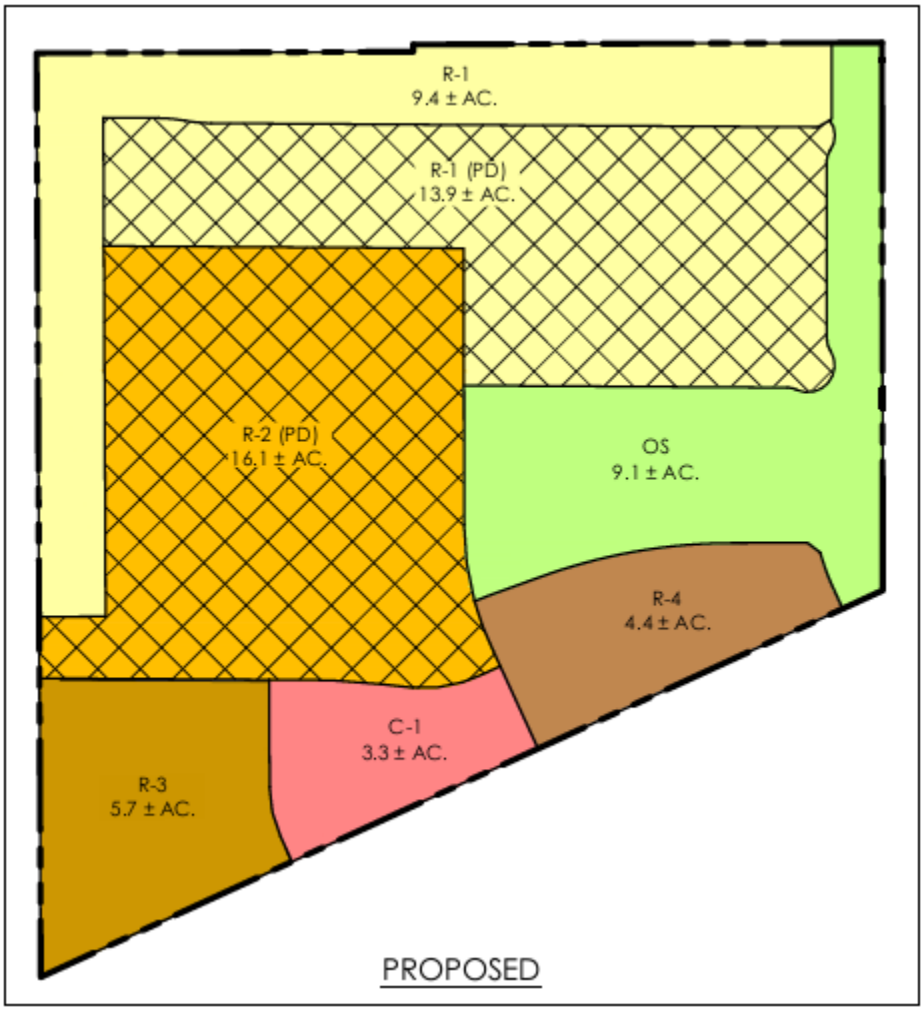
SUMMARY TABLE

ZONING DESIGNATION	LAND USE	EXISTING AC.	PROPOSED AC.	DIFF.
R-1	SINGLE FAMILY RESIDENTIAL (7,000 sf min.)	33.7	9.4	-24.3
R-1 (PD)	SINGLE FAMILY RESIDENTIAL (<7,000 sf min.)	0	13.9	13.9
R-2 (PD)	MEDIUM DENSITY RESIDENTIAL	0	16.1	16.1
R-3	MEDIUM HIGH DENSITY RESIDENTIAL	0	5.7	5.7
R-4	HIGH DENSITY MULTI-FAMILY RESIDENTIAL	0	4.4	4.4
C-1	NEIGHBORHOOD COMMERCIAL	14.7	3.3	-11.4
OS	OPEN SPACE	13.5	9.1	-4.4
TOTAL		**61.9**	**61.9**	**0.0**

ZONING DESIGNATION	LAND USE	EXISTING AC.	PROPOSED AC.	DIFF.
PD	PLANNED DEVELOPMENT OVERLAY	0	30.0	30.0

Exhibit “C”

Proposed Zoning Map



SUMMARY TABLE

ZONING DESIGNATION	LAND USE	EXISTING AC.	PROPOSED AC.	DIFF.
R-1	SINGLE FAMILY RESIDENTIAL (7,000 sf min.)	33.7	9.4	-24.3
R-1 |PD|	SINGLE FAMILY RESIDENTIAL (<7,000 sf min.)	0	13.9	13.9
R-2 |PD|	MEDIUM DENSITY RESIDENTIAL	0	16.1	16.1
R-3	MEDIUM HIGH DENSITY RESIDENTIAL	0	5.7	5.7
R-4	HIGH DENSITY MULTI-FAMILY RESIDENTIAL	0	4.4	4.4
C-1	NEIGHBORHOOD COMMERCIAL	14.7	3.3	-11.4
OS	OPEN SPACE	13.5	9.1	-4.4
TOTAL		**61.9**	**61.9**	**0.0**

ZONING DESIGNATION	LAND USE	EXISTING AC.	PROPOSED AC.	DIFF.
PD	PLANNED DEVELOPMENT OVERLAY	0	30.0	30.0

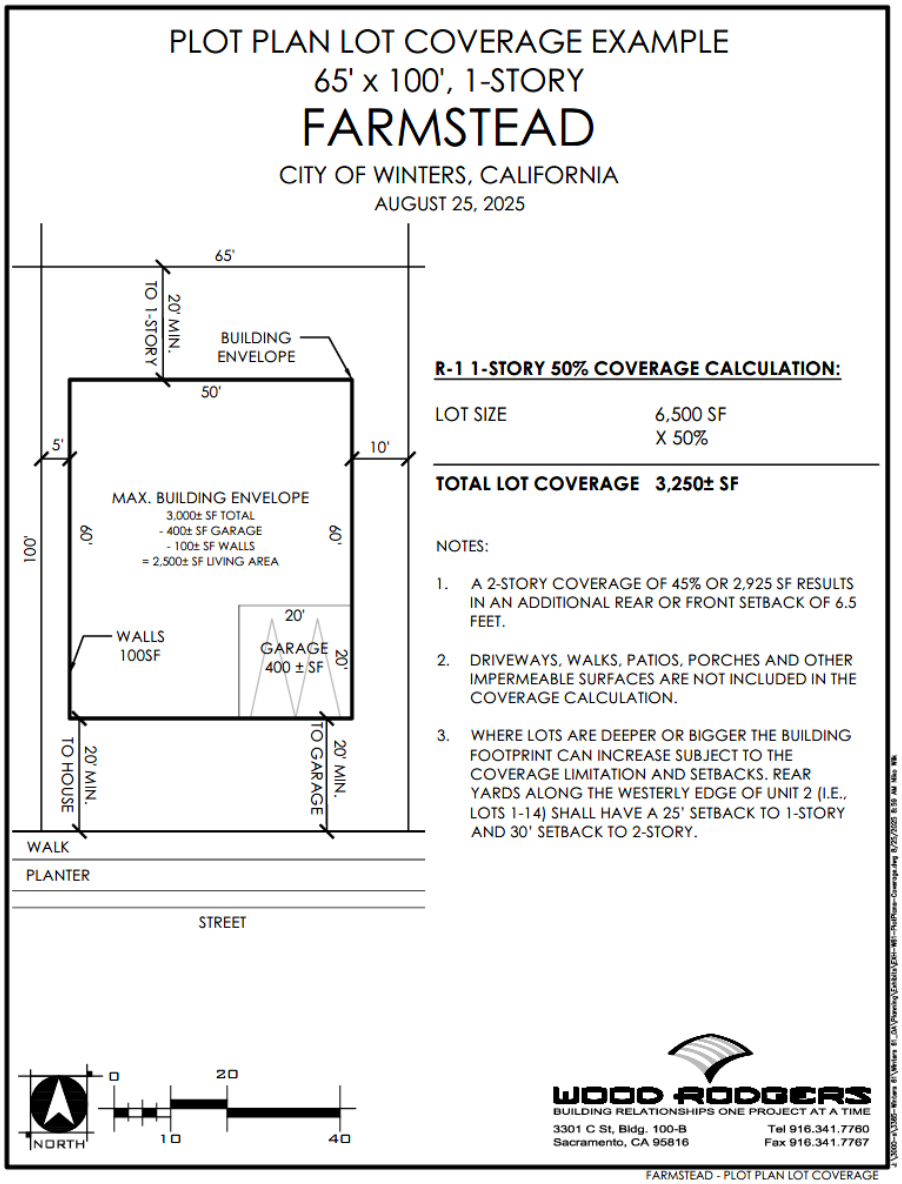
Exhibit "D"

Planned Development (PD) Overlay Permit No. 2025-01

R-1, Single Family Residential, 7,000 ft. avg. min. with a planned development overlay (R-1-PD)

Setbacks:

Rear Yard Setback: Allow single-story homes to reduce rear yard setback from twenty-five feet (25') to twenty feet (20').



Single Family Residential, 6,000 sq. ft. avg. min. with a planned development overlay (R-2-PD)

Term: Unlimited term, consistent with the concurrently approved Tentative Map No. 5174, pursuant to the requirements of Section 17.48.050 of the Winters Municipal Code and subject to compliance with the conditions of approval for Tentative Map No. 5174 and the Project.

Lot Size:

Minimum 50’ x 100’

Setbacks:

Front: To the house/porch, fifteen feet (15’) instead of twenty feet (20’) feet. Twenty feet (20’) to the front of the garage from back of sidewalk.

Rear: Fifteen feet (15’) for single-story, twenty feet (20’) for two-story homes. A rear yard setback of seven feet (7’) for a patio cover with a maximum coverage of thirty percent (30%) of a rear yard.

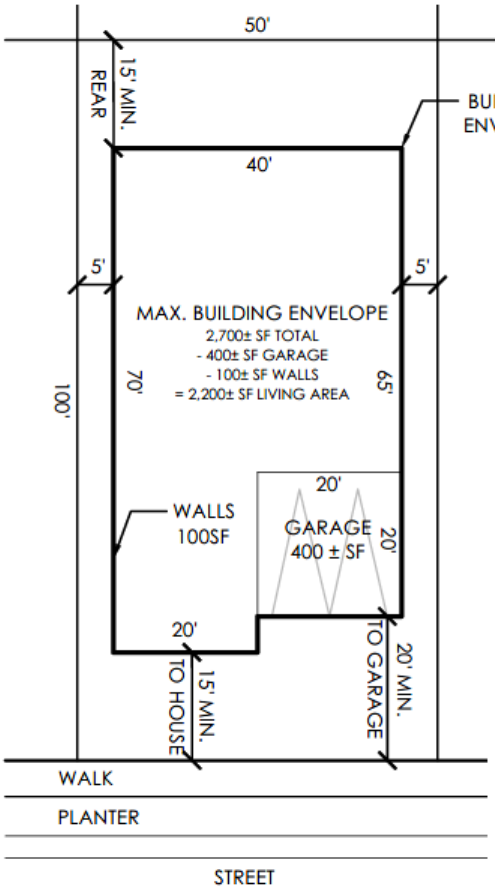
Side yard, Interior Lots: Five feet (5’).

Side yard, Corner Lots: Five feet (5’) interior side yard, ten feet (10’) street side yard.

Lot/Site Coverage:

Maximum Lot/Site Coverage: fifty-six percent (56%) instead of fifty percent (50%) for single-story homes, and fifty-two percent (52%) instead of forty-five percent (45%) for two-story homes.

PLOT PLAN LOT COVERAGE EXAMPLE
50' x 100', 1-STORY
FARMSTEAD
CITY OF WINTERS, CALIFORNIA
AUGUST 25, 2025

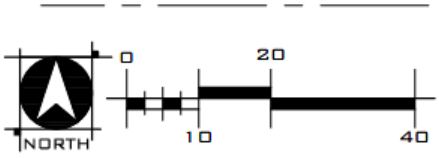


R-2(PD) 1-STORY 56% COVERAGE CALCULATION:

LOT SIZE	5,000 SF
	X 56%
TOTAL LOT COVERAGE	**2,800± SF**

NOTES:

1. A 2-STORY COVERAGE OF 52% OR 2,600 SF RESULTS IN AN ADDITIONAL REAR OR FRONT SETBACK OF 5 FEET.
2. DRIVEWAYS, WALKS, PATIOS, PORCHES AND OTHER IMPERMEABLE SURFACES ARE NOT INCLUDED IN THE COVERAGE CALCULATION.
3. MAX. BUILDING ENVELOPE IS 100 SF LESS THAN ALLOWED DUE TO SETBACKS.



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

FARMSTEAD - PLOT PLAN LOT COVERAGE

ORDINANCE NO. 2025 – 08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE DEVELOPMENT AGREEMENT WITH SOUTH MARKET COURT PARTNERSHIP, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AND THE MARK AND CHRISTINE SKREDEN FAMILY TRUST U/T/A DATED SEPTEMBER 21, 1999

WHEREAS, the City of Winters ("City") and South Market Court Partnership, L.P., a California limited partnership, and The Mark and Christine Skreden Family Trust U/T/A dated September 21, 1999 (the "Developer") desire to enter into a Development Agreement; and

WHEREAS, the Development Agreement provides for the residential and commercial development of certain real property comprised of 61.9- acres, located in the northwest quadrant of the City west of Interstate 505 and north of the intersection of State Route 128 (Grant Avenue) and East Main Street, commonly known by the address 29500 Russell Blvd., Winters, California, identified as Yolo County Assessor's Parcel Number 038-050-018-000 and referred to as the as the Farmstead Subdivision Project (the "Project"); and

WHEREAS, the City of Winters desires the Development Agreement reflect the Developer's obligations and rights under the Development Agreement attached hereto as **Exhibit A**; and

WHEREAS, the procedure for approving a development agreement is contained in Winters Municipal Code Chapter 15.72; and

WHEREAS, a notice of a public hearing scheduled for June 24, 2025 for the Development Agreement to be considered by the Winters Planning Commission was published in the Winters Express on June 4, 2025 in accordance with Government Code sections 65090 and 65091 and Winters Municipal Code section 15.72.160; and

WHEREAS, notice was mailed to property owners within 300 feet of the Project location on June 10, 2025; and

WHEREAS, the June 24, 2025, the Planning Commission hearing was continued to a regular meeting of the Planning Commission on July 22, 2025; and

WHEREAS, on July 22, 2025, the Winters Planning Commission conducted a duly noticed public hearing pursuant to Government Code sections 65867 and 65868, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

WHEREAS, at the conclusion of the discussion, after receiving public comment, the Planning Commission continued the public hearing to a special meeting on August

12, 2025, and gave staff and the Developer direction on the items that needed to be addressed; and

WHEREAS, on August 12, 2025, at a special meeting, the Planning Commission proceeded with a continued public hearing on the Project and received an updated staff report addressing those items requested by the Planning Commission; and

WHEREAS, the Planning Commission approved Planning Commission Resolution No. 2025-xx recommending the City Council adopt an ordinance approving the Development Agreement; and

WHEREAS, on September 16, 2025, the Winters City Council conducted a duly noticed public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code sections 65090 and 65901, at which hearing all persons wishing to testify in connection with the proposed Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

WHEREAS, the City Council has reviewed and studied the Development Agreement and finds that the Final Environmental Impact Report ("Final EIR") prepared in connection with the Development Agreement contains a complete and accurate reporting of the environmental impacts of the Development Agreement, that those impacts were fully addressed and mitigated in the Final EIR, and the Council finds that no subsequent environmental review is required.

NOW, THEREFORE, **BE IT RESOLVED,** that the City Council of the City of Winters does hereby ordain as follows:

Section 1. Recitals. The recitals set forth above are true and correct and are incorporated as though fully set forth herein.

Section 2. Adoption of Development Agreement. Pursuant to California Government Code section 65868, the City Council hereby approves the Development Agreement between the City of Winters and South Market Court Partnership, L.P., a California limited partnership, and The Mark and Christine Skreden Family Trust U/T/A dated September 21, 1999, in the form attached hereto as **Exhibit A** and incorporated herein by this reference.

Section 3. Findings. Pursuant to California Government Code section 65867.5 and based on the entire record before the City Council and all written and oral evidence presented to the City Council, the Council makes and adopts the following findings:

1. The Development Agreement promotes the public health, safety, and welfare of the general public because the Development Agreement will allow the Developer to construct the residential and commercial

development that will benefit the Winters community by providing additional residential units and associated public improvements.

2. The Development Agreement is consistent with the City's General Plan, as it will allow the Developer to build the Project in a manner satisfactory to all parties.

Section 4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

Section 5. CEQA. An Environmental Impact Report (EIR) was prepared for this project and certified by the City Council on September 16, 2025 (Resolution 2025-xx). The Development Agreement was prepared consistent with the CEQA Guidelines. The City Council has reviewed and considered the information contained in the Development Agreement and supporting documentation in connection with the previously certified Final EIR. The City Council found, as more specifically set forth in Resolution No. 2025-XX that the environmental impacts of the Development Agreement, which impacts were fully addressed and mitigated in the Final EIR. Based on these findings and the information set forth in Resolution No. 2025-XX, the Council finds that no subsequent environmental review is required for the Development Agreement.

Section 6. Recordation. Pursuant to Government Code section 65868.5, within ten (10) days following the execution of the Development Agreement, the City Clerk shall record with the County of Yolo Recorder a copy of the Development Agreement.

Section 8. Effective Date & Publication. This Ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within fifteen (15) days after its adoption in a newspaper of general circulation in the City.

Introduced on the 16th day of September, 2025, and **Passed and Adopted** by the City Council of the City of Winters on this 7th day of October, 2025, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

City of Winters

_____
Albert Vallecillo, Mayor

Attest:

_____
Jeremy Craig, City Clerk

Ordinance No. 2025 – xx
Exhibit "A"

Development Agreement with Development Agreement with South Market Court Partnership, L.P., a California limited partnership, and The Mark and Christine Skreden Family Trust U/T/A dated September 21, 1999.

(see attachment)

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

THE CITY OF WINTERS
318 First Street
Winters, CA 94594
Attn: City Manager

No fee for recording pursuant to
Government Code section 27383

(Space above line for Recorder's use only)

APN: 038-005-018-000
Property Address: 29500 Russell Blvd.
Winters, CA

DEVELOPMENT AGREEMENT BY AND BETWEEN

THE CITY OF WINTERS

AND

SOUTH MARKET COURT PARTNERSHIP, L.P., AND

THE MARK AND CHRISTINE SKREDEN FAMILY TRUST U/T/A DATED SEPTEMBER 21, 1999

[FARMSTEAD]

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EXHIBITS

A Legal Description of the Property

B Map Showing Location and Boundaries of the Property

C Farmstead Tentative Subdivision Map

(1) Farmstead Tentative Subdivision Map (Large Lot)

(2) Farmstead Tentative Subdivision Map (Small Lot)

D Conditions of Approval

E Preliminary Phasing Plan

F Phasing Schedule

G Approved Setbacks for R1-PD Zone

H Approved Setbacks for R2-PD Zone

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into between the CITY OF WINTERS, a California municipal corporation (the "**City**"), and South Market Court Partnership, L.P., a California limited partnership, and The Mark and Christine Skreden Family Trust u/t/a Dated September 21, 1999 (collectively, "**Developer**"), on the other, under the authority of California Government Code section 65864 *et seq.* and Chapter 15.72 of the Winters Municipal Code. This Agreement is effective on the date it is recorded in the Office of the County Recorder of Yolo County. The City and the Developer are sometimes referred to herein as the Parties.

RECITALS

This Agreement is entered into based on the following facts and circumstances, among others:

A. These Recitals use certain capitalized terms that are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions when a capitalized term is used but is not defined in these Recitals.

B. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risks of development, the California State Legislature enacted the Development Agreement Statute, defined herein, which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement establishing certain development rights in property.

C. In accordance with the Development Agreement Statute, the City Council of the City of Winters adopted City Development Agreement Regulations, defined herein, which authorizes the execution of development agreements and specifies additional procedures and requirements supplementing the Development Agreement Statute.

D. The Developer is in the business of developing residential and commercial communities in Northern California, including the development of property in a manner which promotes the goals envisioned by the City for its residents. Developer is the record owner of the real property commonly known as the Farmstead Property. Accordingly, Developer has a vested interest in the Property and is a qualified applicant to file an application to enter into a development agreement pursuant to Winters Municipal Code section 15.72.050.

E. The City prepared a General Plan and a General Plan Final Environmental Impact Report that evaluated the potential environmental effects of proposed development in the City of Winters. The General Plan and General Plan Final Environmental Impact Report, together with the Master Plans for Circulation, Sewer, Water, and Drainage Systems, were adopted by the City Council on or about May 19, 1992, by Resolution No. 92-13, as modified by Resolution 92-13A.

F. Prior to the City's approval of this Agreement, the City considered Developer's applications ("**Application**") for the approvals necessary to develop the Project (see "**Project Approvals**"), more fully outlined in Section 3.4 of this Agreement, and the Agreement. City conducted duly-noticed public hearings, including a hearing pursuant to Government Code section 65867 and the City Development Agreement Regulations, reviewed and evaluated this Agreement in accordance with the Development Agreement Law, and determined that the provisions of this Agreement and its purposes are consistent with the Development Agreement Law and the goals, policies, standards and land use designations specified in the General Plan. In addition, the City evaluated the Project pursuant to CEQA, as provided in this Agreement ("**Project CEQA Documentation**"), determined that the Project CEQA Documentation adequately considered the environmental effects of the Project, and that concluded that no further analysis of the Project is required under CEQA.

G. It is the intent of the Parties in entering into this Agreement to provide a mechanism by which the City's General Plan may be implemented in a manner which provides the Developer certain rights to develop the Farmstead Property in exchange for planning and financial commitments by the Developer which will mitigate the impact of new development on the City's infrastructure and its ability to provide municipal services, while providing the City with sufficient discretionary control and police power authority to protect the health, safety, and general welfare.

H. City specifically finds, as required by the Development Agreement Law and as reflected in the ordinance approving this Agreement, that approving this Agreement for the Project will promote orderly growth and quality development in accordance with the goals and policies set forth in the General Plan; is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the Property is located; will promote the public convenience, general welfare, and good land use practice; will promote development which is not detrimental to the health, safety and general welfare; will not adversely affect the orderly development of property or the preservation of property value; and will promote and encourage development of the Project by providing a greater degree of requisite certainty. City also finds that the Project will provide substantial public benefits as described in this Agreement.

I. City and Developer have reached mutual agreement and desire to enter into this Agreement to facilitate development of the Project subject to the conditions and requirements set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 **Definitions.**

The following words or phrases used in this Agreement shall have the meanings set forth in this Article. All words not specifically defined shall be deemed to have their common meaning and/or the meaning generally given to such words in the parlance of the planning and development of real property in the State of California.

a. "**Agreement**" means this Development Agreement.

b. "**Application fees**" means the amount paid by the Developer for the processing of any Project Approvals or for an amendment to this Agreement.

c. "**Building Permit**" means the ministerial permit issued for the construction of a residential housing unit or other structure upon the payment of all applicable fees.

d. "**CEQA**" means the California Environmental Quality Act, codified at California Public Resources Code sections 21000 *et seq.*, together with and the guidelines that appear at Division 6, Title Division 6, Title 14, Chapter 3, sections 15000, *et seq.*, of the California Code of Regulations.

e. "**City**" means the legal entity known as the City of Winters, a municipal corporation of the State of California. It includes the officers, agents, employees, bodies, and agencies of the City as the context may indicate. It also includes each person duly appointed to carry out a specific function as required in this Agreement. (*e.g.*, the term "**City Engineer**" includes the person holding that title or any other person designated by the City to perform the functions set forth in the Agreement to be performed by the City Engineer.)

f. "**City of Winters**" means the physical boundaries of the City of Winters, California.

g. "**City Development Agreement Regulations**" means the Winters Municipal Code Chapter 15.72.

h. "**City Public Works Improvement Standards and Construction Specifications**" means the City of Winters Standard Specifications dated July 2021, as amended from time to time.

i. "**Construction Code**" shall mean the current building, fire and uniform codes in effect for the City as of the Effective Date.

j. "**Conditions of Approval**" means the conditions placed on the approval of the Farmstead Subdivision Project Approvals, including the Tentative Subdivision Map. A copy of the Conditions of Approval is attached as **Exhibit D**.

k. "**County**" means the County of Yolo, State of California.

l. "**Developer**" means South Market Court Partnership, L.P., a California limited partnership, and The Mark and Christine Skreden Family Trust u/t/a Dated September 21, 1999, collectively, and/or their successor(s) in interest.

m. "**Development Agreement Law**" means the Development Agreement Statute, collectively with the City Development Agreement Regulations.

n. "**Development Agreement Statute**" means California Government Code section 65864 *et seq.*

o. "**Discretionary Approval**" means an action which requires the exercise of judgment, deliberation, or discretion on the part of the City in approving or disapproving a particular activity.

p. "**EIR**" means that certain Environmental Impact Report prepared specifically for the Property by Raney and Associates on or about January 2025.

q. "**Farmstead Property**" or the "**Property**" means the approximately 61.9 acres of real property which is the subject of this Agreement, commonly known by the address 29500 Russell Blvd., Winters, California, also known as Yolo County Assessor's Parcel Number ("**APN**") 038-050-018-000, further described in **Exhibit A** and depicted on **Exhibit B** to this Agreement.

r. "**Farmstead Subdivision**" or "**Project**" means the residential and commercial development created by the Farmstead Tentative Subdivision Map.

s. "**Farmstead Tentative Subdivision Map)**" collectively, means the tentative map, and the Conditions of Approval, approved for the Property in accordance with the Subdivision Map Act and the City's Subdivision Ordinance (Title 16 of the Winters Municipal Code). A copy of the Farmstead Tentative Subdivision Map (Large Lot) and (Small Lot) are attached as **Exhibit C-1 and C-2**.

t. "**Final Subdivision Map**" (collectively, "**Final Map**") means the map submitted to the City which, once approved under the City's Subdivision Ordinance (Title 16 of the Winters Municipal Code) and the Subdivision Map Act, is recorded in the Office of the County Recorder of Yolo County and legally creates the residential lots, streets, and other land use features depicted thereon.

u. "**General Plan**" means that certain General Plan, together with its Master Plans for Circulation, Sewer, Water, and Drainage Systems, adopted by the City Council on or about May 19, 1992, by Resolution No. 92-13, as modified by Resolution 92-13A and any subsequent amendments, and the 6th Cycle (2021-2029) Housing Element, adopted by the City Council on September 7, 2021 and revised on March 15, 2022 and any subsequent amendments.

v. "**Infrastructure**" means facilities constructed or to be constructed for use in accommodating residential or commercial uses on the Property.

w. "**Impact Fee**" means the amount paid by the Developer to mitigate the impacts of development of the Property and used to pay for public facilities attributable to the development project.

x. "**Inclusionary Housing Agreement**" means an agreement between the developer and the city setting forth the manner in which the affordable housing requirements will be met in the Project, within the meaning of Winters Municipal Code section 17.200.020.

y. "**Inclusionary Housing Plan**" or "**Affordable Housing Plan**" means the plan setting forth the manner in which the developer proposes to satisfy the inclusionary housing requirements of Winters Municipal Code Chapter 17.200, within the Project.

z. "**Inclusionary Housing Requirement**" or **Affordable Housing Requirement**" means the inclusionary housing requirements as specified in Winters Municipal Code section 17.200.020.

aa. "**Ministerial Approval**" means an action by the City, taken after compliance with applicable regulations and which does not require the exercise of discretion.

bb. "**Mitigation Measures**" means the requirements placed on the development of the Property to cure or lessen the environmental impact of the Project as identified in the analysis of significant environmental effects prepared for the Property under the CEQA. The Mitigation Measures are a part of **Exhibit D**, Conditions of Approval.

cc. "**Nexus Study**" means a study used as the basis for imposing an Impact Fee on new development in accordance with California Government Code section 66000 *et seq*.

dd. "**Off-site improvement**" means a public improvement constructed outside the physical boundaries of the Property.

ee. "**On-site improvement**" means a public improvement constructed within the physical boundaries of the Property.

ff. "**Party**" means either the City or the Developer, or their successors, as the context may indicate. "**Parties**" means both the City and the Developer, or their successors.

gg. "**Phase**" means a Final Map for a portion of the Farmstead Tentative Subdivision Map.

hh. "**Phasing Plan**" means the Phases planned for development of the Farmstead Property, to be developed generally in the sequence shown on the Phasing Plan. The Phasing Plan for the Farmstead Tentative Subdivision Map is attached as **Exhibit E**.

ii. "**Phasing Schedule**" means the schedule for commencement and completion of certain infrastructure in conjunction with each Phase of the Phasing Plan. The Phasing Schedule is attached as **Exhibit F**.

jj. "**Project**" means the Farmstead Subdivision.

kk. "**Project Approval(s)**" means either a Discretionary Approval or Ministerial Approval for the Farmstead Subdivision.

ll. "**Property**" means the Farmstead Property.

mm. "**Public Improvements**" means Infrastructure.

nn. "**Public Improvements Agreement**" means the agreement between the Developer and City defining the public improvements the Developer is required to build for the Project.

oo. "**Public Improvements Reimbursement Agreement**" means the agreement between the Developer and City reimbursing the Developer for the oversizing of improvements, through fees paid by Developer or other property owners at the time of development.

pp. "**State**" means the legal entity known as the State of California.

ARTICLE 2
GENERAL PROVISIONS

Section 2.1 **All Exhibits Deemed Incorporated by Reference.**

Unless specifically stated to the contrary, the reference to an exhibit by a designated letter or number shall mean that the exhibit is made a part of this Agreement.

Section 2.2 **Property to be Developed.**

The Property to be developed under this Agreement is the property commonly known in the City of Winters as the Farmstead Property, defined herein.

Section 2.3 **Agreement to be Recorded; Effective Date; Term; Enforced Delay.**

a. When fully executed, this Agreement will be recorded in the Official Records of Yolo County, pursuant to Government Code section 65868.5. This Agreement is effective on the date it is recorded in the Office of the County Recorder of Yolo County.

b. The term of this Agreement is fifteen (15) years, commencing on the date it is recorded, unless earlier terminated or extended by mutual written consent of the Parties ("**Term**"), or by Force Majeure, as defined below. If the Term is extended by consent, the Parties agree to execute, acknowledge and record a memorandum evidencing the extension.

c. Performance under this Agreement may be delayed in the following circumstances:

i. The time to perform under the Agreement shall be extended for a period equal to the period of any delay directly affecting the Project or this Agreement which is caused by any of the following ("**Force Majeure**"): war, insurrection, strikes exceeding seven (7) days, lockouts or other labor disturbances exceeding seven (7) days, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, a City moratorium, court order, suits or litigation filed by unrelated third parties concerning or arising out of this Agreement, provided the Party subject to such litigation is actively mounting a defense to such litigation; unusually severe weather conditions; inability to secure necessary materials, provided that the Party claiming such an event of Force Majeure has taken reasonable action to obtain such materials on a timely basis; delays resulting from changes in Applicable laws or the imposition of a development moratorium, as defined in section 66452.6(f) of the California Government Code; subject to the limitations set forth below, and any other causes affecting the development and/or construction of the Project which are beyond the reasonable control of the Party claiming any extension of time.

ii. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within sixty (60) calendar days after Developer obtains actual knowledge of the commencement of the cause. In the event that the period of Force Majeure exceeds twelve (12) months, City and Developer shall meet and confer in good faith regularly for the duration of the event to discuss mutually acceptable changes to the Project that will allow development of the Project to proceed to the extent possible notwithstanding the event or events causing such Force Majeure.

Section 2.4 **Equitable Servitudes and Covenants Running with the Land.**

Any successors-in-interest to the City and the Developer shall be subject to the provisions set forth in Government Code sections 65865.4 and 65868.5. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do, or refrain from doing, some act with regard to the development of the Property: (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor-in-interest during ownership of the Property or any portion thereof. Nothing herein shall waive or limit the provisions of Section 2.5, and no successor owner of the Property, any portion of it, or any interest in it shall have any rights except those assigned to the successor by the Developer in writing pursuant to Section 2.5. In no event shall an owner or tenant of an individually completed residential or commercial unit within the Farmstead Subdivision have any rights under this Agreement.

Section 2.5 **Right to Assign; Release of Developer**

The Developer may sell, encumber, convey, assign or otherwise transfer (collectively "**assign**"), in whole or in part, the Property and/or its rights, interests and obligations under this Agreement with the consent of the City, with such consent not to be unreasonably withheld. After such assignment, the original Developer, *i.e.*, South Market Court Partnership, L.P., a California limited partnership, and The Mark and Christine Skreden Family Trust u/t/a Dated September 21, 1999, shall have no further obligations under this Agreement as to all or any such portion of the Property so assigned.

Section 2.6 **Amendment of the Agreement.**

To the extent permitted by Applicable Law, Project Approvals may, from time to time, be amended in the following manner:

a. Upon Developer's written request for an amendment or modification to the Project Approvals or Additional Approvals, the City Manager shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement and Applicable Law. If the City Manager or his/her designee finds, in his or her sole discretion, that the proposed amendment or modification is minor, consistent with this Agreement and Applicable Law, and will result in no new significant impacts not addressed and mitigated in the Project CEQA Documentation, the amendment or modification shall be determined to be an "**Administrative Project Amendment**" and shall not require an amendment to this Agreement. Upon the City

Manager's approval, any Administrative Project Amendment shall be automatically incorporated into the applicable Project Approvals and this Agreement. Without limiting the foregoing, and by way of example, after City approval of the Project Approvals, Developer requests for lot line adjustments, minor changes in improvement plans, minor changes in land uses involving minimal acreage, minor alterations in vehicle circulation patterns or vehicle access points, minor changes in the amount of parking and parking layout, changes in pathway alignments, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the infrastructure connections or facilities and that do not substantially alter the design concepts of the Project may be treated as Administrative Project Amendments.

b. Any amendment to the Project Approvals which is determined not to be an Administrative Project Amendment as set forth in Section 2.6(a) shall be deemed a "**Major Project Amendment**." A Major Project Amendment shall be processed in the same manner and require the same approvals as the original Project Approval, including, where so required, giving of notice and a public hearing before the Planning Commission and City Council in accordance with Applicable Law. The City Manager or his or her designee shall have the authority to determine if an amendment is a Major Project Amendment subject to this Section 2.6 (b) or an Administrative Project Amendment subject to Section 2.6(a).

c. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

i. Any amendment to this Agreement which does not substantially affect (A) the Term; (B) permitted uses of the Property; (C) provisions for the reservation or dedication of land; (D) conditions, terms, restrictions or requirements for Additional Approvals; (E) increases in the density or intensity of the use of the Property or the maximum height or size of proposed buildings; (F) monetary contributions by Developer; or (G) the provision of public benefits described herein shall be deemed an "**Administrative Agreement Amendment**" and the City Manager or his or her designee, except to the extent otherwise required by Applicable Law, may approve the Administrative Agreement Amendment without notice and public hearing.

ii. Any amendment to this Agreement which is determined not to be an Administrative Agreement Amendment as set forth in 2.6(c)(1) shall be deemed a "**Major Agreement Amendment**" and shall require giving of notice and a public hearing before the Planning Commission and City Council in accordance with Applicable Law. The City Manager or his or her designee shall have the authority in her or her sole discretion to determine if an amendment is a Major Agreement Amendment subject to this Section 2.6(c)(2) or an Administrative Agreement Amendment subject to Section 2.6(c)(1).

d. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing which refers expressly to this Agreement and is signed by duly authorized representatives of both Parties or their respective successor(s)-in-interest. A copy of any change shall be provided to the City Council within thirty (30) days of its execution.

Section 2.7 **Whole Agreement; Conflict with Winters Municipal Code.**

a. This Agreement, together with any subsequent addenda, amendments, or modifications, shall constitute the entire agreement of the Parties as to the development of the Property. All prior agreements of the Parties, whether written or oral, are of no further force or effect.

b. If there is a conflict between a specific provision of the Winters Municipal Code and a specific provision of this Agreement, this Agreement shall prevail.

Section 2.8 **Choice of Law; Venue; Attorneys' Fees; Dispute Resolution.**

a. This Agreement shall be interpreted according to the laws of the State of California. The venue for any litigation concerning its meaning shall be the Superior Court of Yolo County. The prevailing Party in such litigation, as determined by the court, shall be awarded reasonable attorneys' fees in addition to statutory costs.

b. Nothing herein shall preclude the Parties from entering into a separate agreement to resolve any matter concerning this Agreement by a method other than litigation in court, including binding arbitration.

c. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable Law, a Party shall, at the request of another Party, meet with designated representatives of the requesting Party promptly following its request. The Parties to any such meetings shall attempt in good faith to resolve any such disputes. In the event the Parties are unable to resolve the issue and reach an agreement within thirty (30) days, either Party may initiate non-binding mediation of the dispute by submitting a request to the other Party. The Parties will select a mutually acceptable mediator with knowledge and experience in project development and construction issues of the type at issue, within fourteen (14) days, or if unable to agree on a mediator within said period, either party may submit the matter to mediation at JAMS or other mediation service mutually acceptable to the Parties in accordance with its then applicable rules and policies, with each Party being responsible for its own fees, costs and expenses of any mediation, including fifty percent (50%) of the mediator's fees, costs and expenses The Parties will take all practicable steps to complete any mediation within ninety (90) days. Nothing in this Section 2.8 shall in any way be interpreted as requiring that Developer or City reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings.

Section 2.9 **Notices.**

a. Formal written notices, demands, correspondence, and communications between the City and the Developer shall be given if sent to the City and the Developer by any one of the following methods:

i. Via certified U.S. Mail, return receipt requested.

ii. Via an overnight mail service of the type normally used by the business community, such as Federal Express or UPS Overnight.

iii. By facsimile, provided a "hard" copy is sent at the same time by regular U.S. Mail.

b. The written notices, demands, correspondence, and communications may be directed in the same manner to such other persons and addresses as either Party may from time to time designate. Notices to the City shall be given as follows:

City of Winters
318 First Street
Winters, CA 95694
Attn: Jeremy Craig
Telephone: (530) 795-4910 x 110
Fax: (530) 795-4935
Email: jeremy.craig@cityofwinters.org

Notices to the Developer shall be given as follows:

South Market Court Partnership, L.P.
The Mark and Christine Skreden Family Trust u/t/a Dated September 21, 1999
c/o Mark Skreden
140 James Reed
Truckee, CA 96161
Telephone: (916) 730-3300
Fax: (916) 387-1958
Email: mark@skreden.com

Section 2.10 **City Approvals and Actions.**

Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of the City, unless specifically provided otherwise or the context requires otherwise.

Section 2.11 **Negation of Partnership.**

The Parties specifically acknowledge that the Project is a private development, that no Party to this Agreement is acting as the agent of any other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of the City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise.

Section 2.12 **No Third Party Beneficiaries.**

This Agreement is made and entered into for the sole protection and benefit of the signatory Parties and their successors and assigns, including mortgagees ("Mortgagees"). No other person shall have any right of action based upon any provision in this Agreement.

Section 2.13 **Waivers**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

Section 2.14 **Signatures.**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and the City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

Section 2.15 **Severability.**

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other. In the event of such termination, the provisions of Section 5.2 relating to termination of the Agreement by mutual written consent of the Parties shall apply. Without limiting the generality of the foregoing, no judgment determining that a portion of this Agreement is unenforceable or invalid shall release Developer from its obligations to indemnify the City under this Agreement.

Section 2.16 **Notice of Default to Mortgagee, Deed of Trust or other Security Interest Holders: Right to Cure.**

a. The Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property, or any part thereof or interest therein, whether or not said mortgage or deed of trust is subordinated to this Agreement, but the terms, conditions, covenants, restrictions and reservations of this Agreement shall be binding and effective against the holder of any such mortgage or deed of trust or any owner of the Property, or any part thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise. Provided, however, notwithstanding anything to the contrary above, the holder of a mortgage or deed of trust, or the successors or assigns of such holder or owner through foreclosure, shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless the holder or owner desires to continue development of the Property consistent with this Agreement and the Project Approvals, in which case the holder shall assume the obligations of Developer hereunder in a form acceptable to the City.

b. If City receives a notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City agrees to use its diligent, good faith efforts to deliver to such Mortgagee, concurrently with service thereon to Developer, any notice of default given to Developer. Each Mortgagee shall have the right during the

same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of Default claimed or the areas of noncompliance set forth in City's notice of default. If a Mortgagee is required to obtain possession in order to cure any Default, the time to cure shall be tolled so long as the Mortgagee is attempting to obtain possession, including by appointment of a receiver or foreclosure, but in no event may this period exceed one hundred twenty (120) days from the date the City delivers the notice of default to Developer.

c. The Parties agree that they will make reasonable amendments to this Agreement, at the expense of Developer, to meet the requirements of any lender or Mortgagee for the Project. For the purposes of this Section 2.14, a reasonable amendment is one that does not relieve Developer of any of its material obligations under this Agreement or impair the ability of the City to enforce the terms of this Agreement. The Parties further agree that any reasonable amendments to the Mortgagee protection provisions of this Agreement required to conform to current industry practice, as determined by City, would qualify as an Administrative Agreement Amendment and may be processed in accordance with the provisions of Section 2.6(c)(1) of this Agreement.

Section 2.17 **Estoppel Certificate.**

Developer or its lender may, at any time, and from time to time, deliver written notice to City requesting City to certify in writing to Developer or any Mortgagee (a) that this Agreement is in full force and effect; (b) that this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, or terminated or if terminated the subject of termination; (c) that Developer is not in Default of the performance of its obligations, or if in Default, to describe therein the nature and extent of any such Defaults; (d) those obligations under this Agreement that have been satisfied since the date of the last annual review and those obligations under this Agreement that remain unsatisfied; and (e) such other information or matters relating to this Agreement and/or the Project as may be reasonably requested by Developer. Developer shall pay, within thirty (30) days following receipt of City's invoice, the actual costs borne by City in connection with its review of the proposed estoppel certificate, including the costs of attorney review. The City Manager shall be authorized to execute any certificate requested by Developer hereunder. The form of estoppel certificate shall be in a form reasonably acceptable to the City Attorney. The City Manager shall execute and return such certificate within thirty (30) days following Developer's request therefor. Developer and City acknowledge that a certificate hereunder may be relied upon by tenants, transferees, investors, partners, bond counsel, underwriters, bond holders and Mortgagees. The request shall clearly indicate that failure of the City to respond within the thirty-day period will lead to a second and final request. Failure to respond to the second and final request within fifteen (15) days of receipt thereof shall be deemed approval of the estoppel certificate.

ARTICLE 3
DEVELOPMENT OF THE PROPERTY

Section 3.1 **Intent of Agreement.**

a. This Agreement is voluntarily entered into by Developer in order to secure the benefits hereof and a Vested Right to develop the Farmstead Property for the Project and to limit the City's

right to subject the Property and Development of the Project to ordinances, policies, rules and regulations that may be enacted in the future which conflict, supplant or are contrary to the express terms and conditions set out herein.

b. This Agreement is voluntarily entered into by City in the exercise of its legislative discretion in order to assure the implementation of the General Plan, and in consideration of the agreements and undertakings of Developer as specified in the Project Approvals, Conditions of Approval, and Mitigation Measures. The Parties are entering into this Agreement voluntarily in consideration of the rights conferred and the obligations incurred as specified herein.

Section 3.2 **Consideration.**

a. Development of the Property in accordance with the terms of this Agreement requires major investment by Developer in Public Improvements, as well as Dedications and Reservations of land for public benefit and purposes, and a substantial commitment of the resources of Developer to achieve the public purposes and benefits of the Project for the City.

b. By entering into this Agreement, City will receive such benefits, the assurances of implementation of the General Plan as applied to the Property, and the Development of the Property, which is currently vacant and/or underutilized, that will generate new tax revenues for the City. By entering into this Agreement, Developer will obtain a Vested Right to proceed with Development of the Property for the Project in accordance with the Agreement's terms and conditions and the Project Approvals may increase the value of Developer's Property.

Section 3.3 **Vested Rights of Developer.**

a. Upon the Effective Date of this Agreement, and for the term of this Agreement, unless Owner or Developer is in default under this Agreement after written notice and expiration of the cure period as set forth in Article 5 hereof, the City hereby grants to Owner and Developer a vested right to develop and construct on the Property all the improvements for the Property authorized by, and in accordance with the terms of this Agreement, the existing Regulations, including, without limitation, the Construction Codes, and the Project Approvals.

b. Development of the Property is not required by this Agreement and is wholly at the discretion of the Developer.

c. The permitted uses of the Property, the density or intensity of use, the location of uses, and the maximum height and size of proposed buildings shall be, and shall not exceed, those set forth in the existing Regulations and Project Approvals. An approved or conditionally approved tentative map may be extended pursuant to Government Code Section 66452.6.

d. Nothing herein shall prevent or preclude Developer from filing vesting tentative maps, and if one or more vesting tentative maps is/are filed, the City agrees that it shall timely process same in accordance with the Subdivision Map Act and the City's Subdivision Ordinance.

Section 3.4 **Project Approvals.**

a. The Property shall be developed in accordance with the Conditions of Approval and the following ordinances, policies and Project Approvals, all of which have been adopted or approved by the City Council:

i. The General Plan;

ii. The General Plan Amendment to change the land use designation/map for the Property (61.9 acres), from 33.7 acres of Low Density Residential (LR), 13.5 acres of Open Space (OS) and 14.7 acres of Neighborhood Commercial (NC) to 23.3 acres of Low Density Residential (LR), 16.1 acres of Medium Density Residential (MR), 5.7 acres of Medium High Density Residential (MHR), 4.4 acres of High Density Residential (HR), 3.3 acres of Neighborhood Commercial (NC) and 9.1 acres of Open Space (OS) (Resolution No. 2025-XX adopted on September 16, 2025 and effective on _____ 2025);

iii. The City of Winters Zoning Code (Winters Municipal Code Title 17);

iv. Zoning Ordinance Amendments to change the Zoning Map for the Property (61.9 acres) as follows: 33.7 acres of Single Family Residential 7,000 SF Average Minimum (R-1), 13.5 acres of Public Open Space (O-S), and 14.7 acres of Neighborhood Commercial (C-1) to 9.4 acres of Single Family Residential 7,000 SF Average Minimum (R-1), 13.9 acres of Single Family Residential 7,000 SF Average Minimum (R-1-PD), 16.1 acres of High Density Multifamily Residential (R-4) Single Family Residential 6,000 SF Average Minimum (R-2-PD), 5.7 acres of Multifamily Residential (R-3), 4.4 acres of High Density Multifamily Residential (R-4), 3.3 acres of Neighborhood Commercial (C-1), and 19.1 acres of Public Open Space (O-S) (Ordinance No. 2025-XX adopted on _____, 2025 and effective on _____ 2025);

v. The Final Environmental Impact Report, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (Resolution No. 2025-XX adopted on September 16, 2026);

vi. The Project CEQA Documentation;

vii. The City of Winters East Grant Avenue Design Guidelines (adopted August 16, 2011);

viii. The East Grant Avenue/SR 128/Russell Blvd. Complete Streets Concept Plan (December, 2010);

ix. This Agreement and the ordinance approving this Agreement (Ordinance No. 2025-XX adopted on _____, 2025 and effective on _____ 2025);

x. Planned Development Overlay Permit to allow for (1) modification of rear yard setbacks for single-family homes for certain R-1 lots, and (2) modification of the minimum lot area, setbacks, and lot/site coverage for R-2 lots, as identified on the Farmstead Tentative Subdivision Map (Permit No. 2025-2025-01 approved by Ordinance No. 2025-XX which was adopted on _____, 2025 and effective on _____ 2025);

xi. Farmstead Tentative Subdivision Map (Map No. 5174), as amended, with Findings of Fact and Conditions of Approval, on 61.9 acres creating 188 single-family lots on 39.4 acres; 5.7 acres of Medium Density Residential land; 4.4 acres of High Density Residential land; 3.3 acres of commercial land; 6.9 acres of park land; and 2.2 acres of drainage channel (Resolution No. _____ adopted on September 16, 2025 and effective on _____ 2025); and

xii. Affordable Housing Plan (Resolution No. _____ adopted on September 16, 2025 and effective on _____ 2025).

Section 3.5 **Reserved.**

Section 3.6 **Permitted Uses.**

The permitted uses for the Property and the Project are those set forth in the Project Approvals section (above), and as generally described on the Farmstead Tentative Subdivision Map (**Exhibit C-1)**.

Section 3.7 **Consistency with General Plan.**

The City finds that the provisions of this Agreement and the development of the Property are consistent with and conform to the General Plan of the City of Winters.

Section 3.8 **Rights Retained by the City.**

This Agreement shall be construed to reserve to the City all power and authority to regulate the development of the Property, unless expressly limited herein. Notwithstanding any other provision of this Agreement, the following regulations and provisions shall apply to the development of the Property:

a. Application fees and charges reasonably and customarily imposed by the City to cover the City's actual costs of processing development applications or for monitoring compliance with any Project Approvals granted or issued.

b. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied on a city-wide basis to all substantially similar types of development projects and properties.

c. Regulations governing construction standards and specifications including, without limitation, the City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in the City at the time of permit application.

d. City laws which may be in conflict with the Project Approvals, but which are reasonably necessary to protect the public health and safety, provided such City laws and regulations

are uniformly applied on a city-wide basis to all substantially similar types of development projects and properties.

e. New City laws applicable to the Property, (i) mandated by State or federal law; (ii) required for reasons of public health, safety or welfare, based upon findings adopted by the City Council; or (iii) which do not conflict with the vested right of Developer to develop the Property in accordance with the Project Approvals described in Section 3.4 above, provided such new rules, regulations, policies, standards and specifications are uniformly applied to all substantially similar types of development projects and properties, and do not materially impact the Project.

f. Fees and charges which are in effect and collected at the time of the approval of a Final Subdivision Map or the issuance of a Building Permit, as provided in this Agreement or as generally applicable throughout the City of Winters, including, but not limited to, Impact Fees for traffic signalization or a roundabout at East Main Street and East Grant Avenue, storm drainage infrastructure, sewer infrastructure, water infrastructure, and traffic and pedestrian circulation.

Developer reserves the right to protect and/or pursue a challenge in law or in equity in connection with such regulations and provisions, except as otherwise expressly provided herein.

Section 3.9 **Compliance with Laws.**

Developer, at its sole cost and expense, shall comply with the requirements of, and obtain all permits and approvals required by local, State and Federal agencies having jurisdiction over the Property or Project. Furthermore, Developer shall carry out the Project work in conformity with all Applicable Law, including applicable state labor laws and standards; Applicable City Regulations; and all applicable disabled and handicapped access requirements, including the Americans with Disabilities Act, 42 U.S.C. section 12101, *et seq.*, Government Code section 4450, *et seq.*, Government Code section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code section 51, *et seq.*

Section 3.10 **No Conflicting Enactments.**

Except as otherwise provided in this Agreement, City shall not impose on the Project (whether by action of the City Council or by initiative, referendum or other means, including development moratorium or additional Project conditions or approvals) any City ordinance that is in conflict with this Agreement or the Project Approvals, or once approved, the Additional Approvals. Without limiting the generality of the foregoing, except as otherwise provided herein, City shall not (a) apply to the Property any change in land use designation or permitted use, density, or intensity of development of the Property; (b) apply to the Property any change in off-site infrastructure or utility requirements or limit or control the availability of or ability to obtain public utilities, services, or facilities (c) modify or control building setbacks, square footages or heights; the location of buildings and structures; parking requirements; or grading in a manner that is inconsistent with or more restrictive than the terms included in the Project Approvals or this Agreement; or (d) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project.

Section 3.11 **Changes in the Law.**

As provided in Section 65869.5 of the Development Agreement Statute, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than the City, created or operating pursuant to the laws of the State of California ("**Changes in the Laws**"). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law. Nothing in this Agreement shall preclude Developer from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project of any such Changes in the Law.

Section 3.12 **Initiatives and Referenda.**

If any City ordinance is enacted or imposed by initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, that would conflict with this Agreement or reduce the development rights provided by this Agreement and the Project Approvals, the conflicting provisions shall not apply to the Project. No moratorium or other limitation (whether relating to the rate, timing, phasing, density, height or sequencing of development) affecting subdivision maps, building permits or other entitlements that are approved or to be approved, issued or granted within the City, or portions of the City, shall apply to the Project. City, except to submit to vote of the electorate initiatives and referendums required by Applicable Law to be placed on a ballot, shall not adopt or enact any City ordinance as described in this Section 3.12, or take any other action which would violate the express provisions of this Agreement or the Project Approvals or reduce the vested development rights provided by this Agreement. Developer reserves the right to challenge in court such City ordinance that would conflict with this Agreement or reduce the vested development rights provided by this Agreement. Notwithstanding the foregoing, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. Developer further acknowledges and agrees that City does not have authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitation that may affect the Project.

Section 3.13 **Regulation by Other Public Agencies.**

Developer acknowledges that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Developer will, at or before the time required in accordance with Developer's project and construction schedule, apply for all such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. Developer acknowledges that City does not control the amount of any fees imposed by such other agencies. In the event that such fees are imposed upon Developer and are in excess of those allowed by Applicable Law and Developer wishes to object to such fees, Developer may pay such fees under protest. City agrees not to delay issuance of permits or other Additional Approvals and entitlements under these circumstances, provided Developer provides City with proof of payment of such fees.

Section 3.14 **Other Vesting Laws Inapplicable.**

a. The Parties intend that the provisions of this Agreement shall supersede any provision of State or federal law pertaining to the vested rights of the Developer to develop the Property, whether those laws are currently in force or become effective after this Agreement is recorded. The laws in effect as referenced in the preceding sentence include, but are not limited to, provisions of the Government Code pertaining to Development Agreements (section 65864 et seq.) and Tentative Maps (section 66452 et seq.).

b. Notwithstanding Subparagraph (a), however, to the extent that a State and/or federal law becomes effective after this Agreement is recorded and it is specifically applicable to the vested rights of landowners generally in the development of their properties, such State and/or federal law shall prevail.

c. The Developer shall not make any application to develop the Property, in whole or in part, under any vesting law, unless the right to do so is specifically granted by State and/or federal law.

Section 3.15 **Commencement and Phasing of Development.**

Except as may be expressly specified in this Agreement, Developer shall have no obligation to develop the Project or any component of the Project. Without any limitation of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465 that the failure of the parties therein to consider, and expressly provide for, the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such Parties' agreement, it is the desire of the Parties to avoid that result. Therefore, notwithstanding the adoption of any initiative after the Effective Date by City's electorate to the contrary, the Parties acknowledge that, except as otherwise provided for in this Agreement, Developer shall have the vested right during the Term to develop the Project at such time as Developer deems appropriate in the exercise of its discretion, subject to the terms, requirements, and conditions of the Project Approvals, including without limitation, the requirements regarding the schedule for commencement and completion of Project construction set forth herein. For the avoidance of doubt:

a. The Developer shall have sole and absolute discretion to determine when the final map for any phase of the Farmstead Subdivision, and accompanying subdivision improvement plans, are submitted for City review and approval.

b. Developer may undertake any number of development phases of the Farmstead Subdivision in any order that Developer deems financially viable and to apply for a separate Final Map for each phase of the Subdivision. Multiple phases may be undertaken simultaneously if so desired by the Developer.

c. Developer acknowledges and agrees that the approval of a Final Map for any Phase of the Farmstead Subdivision shall be contingent upon a determination by the City that the Developer has fully complied with the terms of this Agreement in the development of the prior Phase or Phases, in addition to satisfying the other requirements imposed by State statute, City law, the Project Approvals or the Conditions of Approval.

d. While not foreseen at this time, both Developer and City recognize that the boundaries of the proposed phases are subject to minor and non-material change based on a variety of considerations. City approval of such boundary revisions shall not be unreasonably withheld, conditioned, or delayed, and shall be considered an Administrative Project Amendment within the meaning of Section 2.6.

Section 3.16 **Affordable Housing.**

a. The City's Affordable Housing Requirements (Winters Municipal Code, Chapter 17.200) mandates that 15% of all residential units be affordable for very low, low, and moderate income households. City and Developer acknowledge that the obligations assumed by this Section 3.16 shall fully satisfy the Affordable Housing Requirement for the entire Farmstead development.

b. Developer shall dedicate 0.775 acres of Lot H1 to the City and donate to the City 0.025 acres of Lot H1 and 3.6 acres of Lot H2, which are approximately 4.4 acres combined ("**Affordable Housing Site**"). The Developer shall donate the portion of the Affordable Housing Site to the City for the exclusive purpose of developing affordable housing, with no expectation of compensation, consideration, regulatory relief, or other benefit from the City in return for the donation. Developer shall deed restrict the Affordable Housing Site to use as affordable housing for at least fifty-five (55) years prior to the conveyance to the City.

c. Developer shall complete the infrastructure improvements (*e.g.*, grading, wet or dry utilities, roadway, curb & gutter, etc.) for the Affordable Housing Site as described in Exhibit F (Phasing Schedule), except the northern 100 feet on the east side of East Main Street along Lot H1, which will not be constructed in order to allow for construction traffic for Lots H1 and H2. The Affordable Housing Site shall be created with the first final map for the Project. Infrastructure improvements to serve the Affordable Housing Site shall be installed with the first phase of infrastructure serving market-priced residential parcels.

d. Developer shall construct six (6) units on the R-3 site which shall be offered to moderate income households (as defined in Health & Safety Code Section 50093). These units shall remain affordable for a minimum period of fifty-five years (55) for rental units and forty-five (45) years for owner-occupied units. Developer shall use commercially reasonable best efforts to evenly distribute these units throughout the R-3 parcel.

Section 3.17 **Installation of Public Improvements.**

Public Improvements (Infrastructure) in the nature of roads, sidewalks, trails, sewer, water service, third party utilities, and similar items will be constructed both on-site and off-site during the development of the Farmstead Subdivision. When the Final Map for each Phase of the Farmstead Subdivision is submitted, the Developer shall enter into a separate written agreement ("**Subdivision Improvement Agreement**") with the City by which Developer shall commit to build and dedicate to the City or applicable public agency, the Public Improvements required by the Project Approvals and the Conditions of Approval. Security for the construction of the improvements shall be provided as required by State law and City law.

Section 3.18 **Property for Public Improvements; Offsite Improvements.**

a. In any instance where the Developer is required to construct any public improvement on land in which neither the Developer nor City has sufficient title or interest, the Developer shall, at its sole cost and expense, exercise commercially reasonable efforts to acquire the real property interests necessary for the construction of such Public Improvements.

b. In the event the Developer is unable to acquire the necessary property interest or interests, the City shall either (i) negotiate the purchase of the necessary property interests to allow Developer to construct the Public Improvements as required by this Agreement or the Conditions of Approval, or (ii) if necessary, in accordance with and to the extent permitted by the procedures established by State law, use its power of eminent domain to acquire the property interests. Any such acquisition by City shall be subject to City's reasonable discretion, which is expressly reserved by City, to make the necessary findings, including a finding thereby of public necessity, to acquire such interest.

c. Prior to commencing negotiations, the City may require the Developer to enter into a separate agreement to provide the funding necessary to acquire the property interests and/or to pay for the cost of any eminent domain action. Such costs include, but are not limited to, the price of the property acquired, the City's attorneys' fees, expert witness fees, jury fees, and related matters, and litigation expenses awarded by the court to the property owner against the City.

d. In no event shall Developer be compelled or otherwise required to pay more than the fair market value for land on which Public Improvements may be constructed.

Section 3.19 **Reimbursement for Oversizing of Public Improvements; Advanced Funding of Certain Improvements; Credit for Improvements Installed.**

a. In some instances, the Developer will be required to install Public Improvements to a size and/or capacity greater than that which is required to serve the residents of the Farmstead Subdivision, commonly referred to as "oversizing" improvements through a Public Improvements Agreement. In such an instance, the Developer shall be entitled to reimbursement for such oversizing of improvements from fees paid by Developer or other property owners at the time of development through a Public Improvements Reimbursement Agreement. Should reimbursement exceed one (1) year, Developer shall be reimbursed the value of the improvements plus an annual agreed upon Consumer Price Index increase.

b. There are two sources of funds from which the Developer may be reimbursed for oversizing improvements:

i. By way of a separate agreement between the City and the Developer which will provide that when a particular property benefiting from the oversizing is developed, the City will require the benefiting property owner to reimburse the Developer its *pro rata* share of the cost of the oversizing of improvements plus an annual agreed upon Consumer Price Index increase should said reimbursement exceed one (1) year. A written agreement under this subsection (b) shall have a term of no longer than twenty-five (25) years.

ii. By way of a separate agreement between the City and the Developer which will provide that the Developer will be reimbursed from Impact Fees. Such Impact Fees shall come only from the fund into which fees for that type of improvement are made (*i.e.*, street impact fund, storm impact fund, parks & recreation impact fund, fire impact fund, police impact fund, general

facilities fund, water fund, sewer impact & flood overlay fund, and/or drainage fund). As an example, and not by way of limitation, Developer will be reimbursed through Impact Fees for: (a) a portion of the widening of East Grant Avenue and the improvements; and (b) the traffic signal or roundabout at the intersection of East Grant Avenue and East Main Street through the transportation impact fee. Developer is responsible for the Project's frontage improvements.

c. In any instance in which the oversizing of improvements is required, the City Engineer shall identify the method of reimbursement the Developer will receive. Additionally, when the Developer receives reimbursement from a benefitted property owner, the City Engineer and Developer's engineer will determine the total cost of the improvement installed by the Developer, deduct the *pro rata* share to be borne by the Property, and determine what share of the remainder is to be reimbursed by the benefitted property. When the Developer will receive reimbursement from Impact Fees, the City Engineer shall specify in the separate agreement the amount the Developer will be reimbursed and the estimated time when that amount will be paid.

d. The Developer shall have no recourse against the City if Impact Fees paid by others are insufficient to repay the Developer for the full cost of oversizing a particular improvement, or if a benefitted property fails to reimburse the Developer. However, the Developer retains all rights against the benefiting property owners for equitable contribution. By way of illustration and not by way of limitation, Developer shall be reimbursed the drainage impact fees and park impact fees previously collected by the City from the development of the Walnut 10 property (Yolo County APN 038-050-019-000) that will benefit from the drainage improvements and park improvements that Developer will construct on the Property.

e. In the event the Developer installs an improvement for which a fee is normally collected at the time of the issuance of a Final Map or Building Permit or Certificate of Occupancy, as applicable, the Developer shall receive a fee-credit against such fee up to the actual cost of the installed improvement, or the estimate for such improvement in the applicable Impact Fee Nexus Study, whichever is less, as reasonably determined by the City Engineer. The City Engineer shall have the exclusive right to interpret this section in case of any disagreements concerning its applicability.

Section 3.20 **Environmental Review; Design Review; Subsequent Discretionary Approvals.**

a. Following City's issuance of the Project Approvals and its approval of this Agreement, Developer will submit to the Planning Commission, for its approval: (i) a site plan, elevations, and schematic drawings for each product line/ commercial building as presented ("**Design Documents**").

b. In the event that, following a determination by the City Council that the Project CEQA Documentation has adequately considered the environmental effects of the Project and that no further analysis of the Project is required under CEQA (the "**CEQA Determinations**"), the proposed Project is materially modified or other circumstances arise that would require additional review of the Project pursuant to CEQA, prior to submitting an application for any modified approvals for the Project, City shall cause to be performed, at Developer's expense, any additional environmental studies required by City in connection with environmental review of the Project in accordance with CEQA. Developer acknowledges that approval or disapproval of the Project following completion of any such additional required environmental review is within the sole and absolute discretion of City without limitation by

or consideration of the terms of this Agreement, and that City makes no representation regarding the ability or willingness of City to approve a materially modified Project at the conclusion of any supplemental environmental review process required by CEQA, or regarding the imposition of any mitigation measures required as a result thereof. After such review, Developer shall have the right to terminate this Agreement by delivery of written notice to City if City disapproves the Project following completion of any required supplemental environmental review or Developer determines that implementation of any additional environmental mitigation measures required as a result of such supplemental review, or the Conditions of Approval would cause development of the Project to become economically infeasible. Alternatively, Developer may elect to proceed with the Project as originally approved.

c. Certain additional land use approvals, entitlements, and permits other than the Project Approvals may be necessary or desirable for implementation of the Project ("**Additional Approvals**"). The Additional Approvals may include, without limitation, the following: amendments of the Project Approvals, demolition and grading permits, abandonments, excavation permits, building permits, design review permits, sign permits, sewer and water connection permits, encroachment permits, certificates of occupancy, lot line adjustments or lot merger, site plans, development plans, land use plans, building plans and specifications, and any amendments to, or repealing of, any of the foregoing. Except as otherwise expressly provided herein, and for the avoidance of doubt, the City shall not impose requirements or conditions upon the development and construction of the Project that are inconsistent with the Project Approvals, including the terms and conditions of this Agreement, and any Additional Approvals as may be obtained from time to time.

d. City, in approving the Project Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to the Project and Additional Approvals to determining whether the application for an Additional Approval is consistent with and meets the criteria set forth in the Applicable City Regulations, Project Approvals, and where applicable, other approvals previously granted for the Project. Subject to the foregoing, City reserves discretion to impose appropriate exactions in connection with issuance of Additional Approvals, as necessary to bring the Additional Approval into compliance with Applicable Law and the Project Approvals. At such time as any Additional Approval applicable to the Property is approved by City, then such Additional Approval shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be automatically vested and treated as a "**Project Approval**" under this Agreement.

e. Developer acknowledges that City cannot begin processing applications for Additional Approvals until Developer submits complete applications on a timely basis. Developer shall use diligent good faith efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other materials required under Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Additional Approvals.

f. Upon submission by Developer of all applicable applications, processing fees and any and all other fees and deposits for any pending Additional Approval, City shall, to the full extent allowed by Applicable Law, promptly, diligently and expeditiously, subject to City ordinances, policies and procedures regarding hiring and contracting, commence and complete all steps necessary to act

on Developer's currently pending applications for Additional Approvals including: (i) providing, at Developer's expense and subject to Developer's request and prior approval, reasonable overtime staff assistance, additional staff and/or staff consultants for concurrent, expedited planning and processing of each pending application for Additional Approvals; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such pending applications for Additional Approvals. To the greatest extent permitted by the Project Approvals or Applicable Law, Applicable Approvals will be processed administratively by City staff. Developer's obligation to pay for the processing of Additional Approvals, including staff time, materials and third-party consultants, shall be based on the City's actual out-of-pocket costs, including City's standard administrative charges.

g. The Parties acknowledge that certain Additional Approvals may require additional analysis under CEQA. Nothing contained in this Agreement is intended to prevent or limit the City from complying with CEQA. In acting on Additional Approvals, City will rely on the Project CEQA Documentation to the fullest extent permissible by CEQA as determined by City in the exercise of its independent judgment. In the event additional environmental review is required for an Additional Approval, City shall limit such additional review to the scope of analysis mandated by CEQA and shall not adopt new mitigation measures except as legally required, all as determined by the City as the lead agency under CEQA in the exercise of its independent judgment.

h. City shall cooperate with Developer, to the extent appropriate and as permitted by Applicable Law, in Developer's efforts to obtain, as may be required, Additional Approvals from other agencies, governmental, and quasi-governmental authorities, as may be applicable.

Section 3.21 **Annual Review.**

a. As required by California Government Code section 65865.1 and Chapter 15.72 of the City's Development Agreement Regulations, City and Developer shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12) months to determine good faith compliance with this Agreement. Specifically, City's annual review shall be conducted for the purposes of determining compliance by Developer with its obligations under this Agreement and document the status of Project development.

b. The annual review shall be conducted as provided in this Section 3.21. By March 15th of each year, Developer shall provide documentation of its good faith substantial compliance with this Agreement during the previous calendar year, including a completed Annual Review Form and such other information as may reasonably be requested by the City Manager. If the City Manager finds good faith compliance by Developer with the terms of this Agreement, Developer shall be notified in writing and the review for that period shall be concluded. If the City Manager is not satisfied that Developer is performing in accordance with the terms and conditions of this Agreement, the City Manager shall prepare a written report specifying why the Developer may not be in good faith compliance, refer the matter to the City Council, and notify Developer in writing at least thirty (30) business days in advance of the time at which the matter will be considered by the City Council. This notice shall include the time and place of the City Council's public hearing to evaluate good faith compliance with this Agreement, a copy of the City Manager's report and recommendations, if any, and any other information reasonably necessary to inform Developer of the nature of the proceeding. The City Council shall conduct a public hearing at which Developer must submit evidence that it has complied in good faith with the terms and conditions of this Agreement. Developer shall be given an opportunity to be heard at the hearing. The findings of the City Council on whether Developer has

complied in good faith for the period under review shall be based upon substantial evidence in the record. If the City Council determines, based upon substantial evidence, that Developer has complied in good faith with the terms and conditions of this Agreement, the review for that period shall be concluded. If the City Council determines, based upon substantial evidence in the record, that Developer has not complied in good faith with one or more terms and conditions of this Agreement, or there are significant questions as to whether Developer has substantially complied in good faith, the City Council, at its option, may continue the hearing and may notify Developer of the City's intent to meet and confer with Developer within thirty (30) days of such determination, prior to taking further action. Following such meeting, the City Council shall resume the hearing in order to further consider the matter and to make a determination regarding Developer's good faith compliance.

c. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

d. If, at the conclusion of the annual review described in Section 3.21(b), Developer is found to be in good faith compliance with this Agreement, City shall, upon request by Developer, issue a Certificate of Compliance ("**Certificate**") to Developer stating that after the most recent annual review and based upon the information actually known to an appropriate official of City specified in such Certificate that: (a) this Agreement remains in effect (for the remainder of the Term), and (b) the Developer is not in Default of this Agreement. The Certificate shall be in a recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, and shall state the anticipated date of commencement of the next annual review. Developer may record the Certificate at its sole cost and expense without cost or expense to City.

Section 3.22 **Compliance with Government Code Section 66006.**

As required by California Government Code section 65865(e) for development agreements adopted after January 1, 2004, the City will comply with the requirements of California Government Code section 66006 pertaining to the payment of fees for the development of the Property.

Section 3.23 **Subdivision Map Act.**

A subdivision, as defined in Government Code section 66473.7, shall not be approved unless any tentative map for the subdivision complies with the provisions of said Section 66473.7. This provision is included in this Agreement to comply with Section 65867.5 of the Government Code.

ARTICLE 4
DEVELOPMENT OBLIGATIONS

Section 4.1 **Impact Fees**

a. Developer shall pay Impact Fees in accordance with the R-1, R-2, and R-3 levels per unit and C-1 level per square foot, pursuant to the Impact Fee Schedule adopted by the City Council ("**Impact Fees**"). Impact Fees shall include fees levied in connection with water, sewer, transportation, parks, public safety, fire, general, as well as a monitoring fee.

b. The total Residential Impact Fees per unit shall be assessed at the time of building permit acquisition at the then-current amounts (currently they are (i) $26,283.55 for each of the ninety-eight (98) low density residential units; (ii) $23,111.56 for each of the ninety (90) medium density residential units , and (iii) $23,111.56 for each of the fifty- seven (57) Medium High Density units), subject to reduction as provided in this Agreement based on the construction of on-site or off-site improvements with value equivalent to that portion of the Residential Impact Fee attributable to such development, or the donation of land capable of providing affordable housing units in excess of the minimum required by the Project.

c. The total Non-Residential Impact Fees shall be assessed at time of building permit issuance at the then current amounts (currently they are $13.66 per building square foot of commercial development), subject to reduction as provided in this Agreement based on the construction of on-site or off-site improvements with value equivalent to that portion of the Commercial Impact Fee attributable to such development.

Section 4.2 **Timing of Payment of Impact Fees.**

The payment of Residential and Commercial Impact Fees imposed by the City on building permits issued by the City such that fifty (50%) percent of the Impact Fees shall be due at time of issuance of the building permit and fifty (50%) percent shall be due at time of issuance of a Certificate of Occupancy for each residential unit or commercial building.

Section 4.3 **Park Improvements.**

a. Through dedication of the park land to the City (Lots D, E, and F as depicted in Exhibit C-1 attached), City confirms that Developer has satisfied the Quimby Act requirement for park land dedication. This dedication shall be deemed to fully satisfy Developer's park dedication obligation as that term is defined in Section 66477 of the California Government Code.

b. Developer agrees to pay park impact fees assessed at the time of building permit acquisition at the then-current amounts (currently they are Seven Thousand Three Hundred Sixty-Five and 03/100 ($7,365.03) Dollars per R-1 residential unit and $3.52 per square foot of commercial development (which fees are included within the Impact Fees identified in Section 4.1), which shall fully satisfy Developer's park impact fee obligation (excluding development, grading and overseeding of the detention basin on park land on Lot E, which shall be the responsibility of Developer).

c. Developer shall construct a landscaped and irrigated green space and parking lot on Lot D and Developer shall receive a credit for said construction costs against the park fees described in Section 4.3(b). The City shall be responsible for the ongoing maintenance of both the park (Lots D and E) and Lot F (Linear Park) once completed and accepted.

Section 4.4 **Flood Overlay Zone: Drainage Improvements**

a. Developer acknowledges that on- and off-site drainage improvements will be necessary for the development of the Property. The drainage improvements currently contemplated will benefit more than just the Project and will include, but are not limited to, a drainage channel, a

box culvert under East Grant Avenue and improvements to the Putah Creek Outfall, which are consistent with the Storm Drainage Master Plan Northeast Area - Alternative 3 (March 15, 2022).

b. The drainage improvements shall be constructed prior to the construction of residential units within Phase 1 of the Property. They shall be constructed in accordance with the design provided and approved by the City, and in accordance with the City Public Works Improvement Standards and Construction Specifications on the Effective Date. Any changes to the design or timing of construction shall be approved in writing by the City, which approval shall not be unreasonably withheld, conditioned, or delayed.

c. City, as owner of the drainage channel south of SR 128, warrants that it has the ability to grant entry rights into the drainage channel to Developer in order for Developer to excavate as necessary and perform improvements to the portion of the channel under City control. Any improvements to the drainage channel's outlet to Putah Creek may require coordination with Caltrans, for work within Caltrans' right-of-way.

d. Developer is required to pay drainage impact fees pursuant to Chapter 15.90 of the Winters Municipal Code prior to the approval of a Final Map. However, pursuant to Winters Municipal Code section 15.90.100, the construction of the drainage improvements and payment of associated costs by Developer shall be in lieu of the payment of any drainage impact fees otherwise required by Chapter 15.90 of the Winters Municipal Code. Costs in excess of Developer's Drainage Impact Fee obligation shall be reimbursed to Developer as described in Section 3.19 above.

e. Once completed, the Developer will grant Lot G (Drainage Channel) to the City, who shall be responsible for its ongoing maintenance.

Section 4.5 **Sewer Pump Station**

a. Prior to issuance of the first certificate of occupancy of a residential or commercial unit within the first Final Map of the Farmstead Subdivision, the Developer shall fund and construct a new sewer pump station to be located on Lot D of the Farmstead Tentative Subdivision Map and a sanitary sewer distribution system. The new pump station and sanitary sewer distribution system will be designed by the Developer in accordance with commercially reasonable management practices and shall include a standby generator provided at Developer's sole cost. Such design shall be proposed by the Developer and approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed.

b. After a Notice of Completion is issued and the improvements in this section are accepted by the City, Developer shall warrant labor and improvements, and be responsible for any repairs, for one year. After the one-year warranty period expires, the Developer shall grant ownership of the sewer lift station parcel and the improvements thereupon, to City, who shall be responsible for its ongoing maintenance.

Section 4.6 **Gateway Sewer Lift Station Generator.**

a. Prior to issuance of the first certificate of occupancy of a residential or commercial unit within the Farmstead Subdivision, the Developer will design, purchase and install a standard standby generator into the Gateway Sewer Pump Station. The components will include a diesel-driven

reciprocating engine generator in a City-approved sound enclosure and automatic transfer switch. Shop drawings will be provided to the City for review and approval. Labor will be provided to place, connect and test the generator to the City's satisfaction. Equipment and labor will be warrantied for one year.

b. Developer will secure all necessary air quality permits, including, but not limited to a permit from Yolo-Solano Air Quality Management District, in compliance with Section 3.20 of this Agreement.

c. The cost to design, permit, purchase, install and test the standby generator will be borne by the Developer.

d. Provided that the standby generator complies with all applicable building codes and is in substantial conformance with plans and specifications approved by the City in connection with the Project Approvals, the City shall accept delivery of the standby generator at such time as the Developer records a Notice of Completion and shall assume all ongoing operation and maintenance cost thereafter.

e. Developer will make a one-time payment, in the amount of $8,000 to fund the integration of the generator controls into the pump station's operator interface terminal, including without limitation, the City's supervisory control and data acquisition system ("**Integration Work**"). City staff will perform all Integration Work. Integration costs in excess of the one-time payment will be borne by the City.

Section 4.7 **Water Well**

a. Pursuant to an Agreement for Completion of Water Well No. 8 Improvements by Meritage Homes of California, Inc. that was entered into between the City and Meritage Homes of California, Inc. ("Meritage) on December 7, 2021, Meritage was required to construct an operational water well that was oversized to serve property owners beyond the Winters Highlands Subdivision (Stones Throw) ("**Well No. 8**"). Well No. 8 will enhance water service to the Farmstead Subdivision and other developing properties . Under the Water Well #8 Improvements Reimbursement Agreement between the City and Meritage entered into on January 18, 2022, Meritage will be reimbursed for the construction of Well No. 8 through moneys held in the Water Impact Fee Fund.

b. Developer acknowledges and agrees that it will be required to pay water development impact fees into the Water Impact Fee Fund that will be assessed at the time of building permit acquisition at the then-current amounts (currently they are $5,410.26 (which fees are included within the Impact Fees identified in Section 4.1), which shall be used, in part, to reimburse City (and/or the developer of said well) for the costs of constructing Well No. 8. Developer's impact fees shall be tendered to the City.

Section 4.8 **Transportation and Circulation Improvements.**

a. Developer will construct improvements to East Grant Avenue that shall be consistent with the East Grant Avenue/ SR 128/ Russell Blvd. Complete Streets Concept Plan (2010) and the Caltrans Highway Design Manual. Developer will dedicate an eight-foot (8') wide sidewalk with 2-foot (2') shoulders to the City. Developer shall install a traffic light at the intersection of East Main Street

and East Grant Avenue prior to the issuance of the Certificate of Occupancy of the 160th dwelling unit or issuance of a permit for a commercial site on Lot B, whichever comes first. Prior to this time, all transportation impact fees collected shall be retained in a sinking fund account for payment to the Developer upon completion of the traffic signal or roundabout.

b. Developer shall dedicate an area of approximately 2,000 square feet of land located in the northwest corner of Lot A as shown on the attached map as "Proposed I.O.D." for the future extension of Morgan Street to East Grant Avenue at no cost to the City.

c. City and Developer contemplate that Timber Crest Road, which is a private roadway, shall be extended in the future as a public road, and that an area of approximately 7,000 square feet of land located near the southeast corner of the Property east of the Channel may be necessary for that extension of Timber Crest Road. Developer shall convey that area of the Property as an Irrevocable Offer of Dedication, for possible future extension. When the City accepts the Offer of Dedication, then fair market value will be paid for the land.

d. All remainder streets shall be as shown on the Farmstead Tentative Subdivision Map and conform to City Public Works Improvement Standards and Construction Specifications in effect on the Effective Date.

Section 4.9 **Statewide Community Infrastructure Program (SCIP)**

a. On November 5, 2024, the City approved participation in the Statewide Community Infrastructure Program ("SCIP"), a financing program offered through the California Statewide Communities Development Authority ("CSCDA") which can be used by developers to finance public infrastructure, facilities and impact fees.

b. Developer, at Developer's sole discretion, may utilize this financing mechanism if so desired.

c. Developer may apply for the financing of certain public capital improvements, facilities and impact fees (collectively, the "Acquisition Improvements") through the California Statewide Communities Development Authority (the "Authority") and its SCIP. The financing is to be accomplished through a Community Facilities District, which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Section 53311 and following (the "Act").

d. Under SCIP, the Authority would conduct proceedings to form the Community Facilities District and to levy special taxes within the Community Facilities District (the "Special Taxes") and issue bonds secured by the Special Taxes (the "Bonds") to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The parties anticipate that, upon completion of the Acquisition Improvements, the City will acquire the constructed Acquisition Improvements.

Section 4.10 **Reserved**

Section 4.11 **School Facilities Fee**

The Developer acknowledges and agrees that the mitigation of the impact of the Farmstead Subdivision on schools within the Winters Joint Unified School District is important to the City and its residents. The Developer shall pay school impact fees prior to issuance of a building permit in the amount determined pursuant to Education Code section 17620 and Government Code section 65995 et seq., at the rate in effect at the time of building permit issuance.

ARTICLE 5
DEFAULT, REMEDIES, AND DISPUTE RESOLUTION

Section 5.1 **Application of Article.**

The Parties agree that the following provisions shall govern the availability of remedies should either Party breach its obligations under this Agreement.

Section 5.2 **Termination of Agreement.**

a. This Agreement is terminable: (i) by mutual written consent of the Parties, (ii) by either Party following an uncured default by the other Party under this Agreement, subject to the procedures and limitations set forth in this Agreement, or (iii) by virtue of performance of the Agreement by both Parties. Any obligations of indemnification and defense relating to matters arising before termination of this Agreement shall survive termination of this Agreement.

b. Except as otherwise set forth in this Agreement, if this Agreement is terminated by mutual written consent of the Parties, neither Party shall have any further rights or obligations under this Agreement. Subject to Subparagraph (d) below, each party understands that it may have sustained damages that arise, or may arise out of, or relate to the termination of this Agreement that may not be apparent and that are presently unknown. Each party waives, with respect to termination of this Agreement by mutual written consent of the Parties, any claims for all such damages. The waivers and releases in this Agreement include waivers and releases of any claims for unknown or unanticipated injuries, losses, or damages arising out of or relating to termination of this Agreement by mutual written consent of the Parties.

c. Subject to Subparagraph (d) below, each Party waives, with respect to termination of this Agreement by mutual written consent of the Parties, all rights or benefits that it has or may have under Section 1542 of the California Civil Code to the extent it would otherwise apply. Section 1542 reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Nothing herein contained shall release or excuse Developer in the performance of its obligations to indemnify and defend the City as provided in this Agreement.

d. Upon completion of the Project and Developer's payment of all Impact Fees under Article 4 and Developer's completion of the requirements, obligations and payments under Article 5, or upon any earlier termination of this Agreement upon the mutual written consent of the Parties or as otherwise expressly provided herein, a written statement acknowledging Developer's satisfaction of all obligations under this Agreement or such termination, in form and content reasonably satisfactory to the Parties, shall be provided by City to be executed by the Parties and recorded by City or Developer in the Official Records.

Section 5.3 **City's Remedies.**

a. The City's remedies under this Agreement are as follows:

i. Termination of the Agreement after giving the Developer the opportunity to cure a default, as provided in subsection (b).

ii. An action for injunctive relief to preserve the physical or legal status quo of the development of the Farmstead Subdivision pending a judicial determination of the rights of the Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

iii. Specific performance as provided in subsection (c).

iv. An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

v. An action for damages as provided in subsection (d).

vi. The right to withhold the issuance of any permits, including building permits, as provided in subsection (e).

b. With respect to a default by the Developer under this Agreement, the City shall:

i. First submit to the Developer a written notice of default identifying with specificity those obligations of the Developer which have not been performed. Upon receipt of the notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default. The Developer shall complete the cure of the default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy the default(s), provided Developer has continuously and diligently pursued such remedy at all times until such default(s) is cured.

ii. If, after the cure period has elapsed, the City finds and determines that the Developer remains in default and the City wishes to terminate or modify this Agreement, the City Manager shall make a report to that effect to the City Council and set a public hearing before the City

Council in accordance with the notice and hearing requirements of Government Code section 65868 and Section 15.72.260 of the Winters Municipal Code.

iii. If, after the public hearing, the City Council determines Developer has failed to timely cure a material breach of the obligations under this Agreement, City shall have the right to modify or terminate this Agreement.

c. The City may seek specific performance to compel the Developer to do any, or all, of the following:

i. To complete or demolish any uncompleted improvements which are located on public property or property which has been offered for dedication to the public, with the choice of whether to demolish or complete such improvements and the method of such demolition or completion of such improvements to be selected by the City in its sole discretion.

ii. To properly complete and dedicate any Public Improvements which are required by this Agreement.

iii. To complete, demolish or make safe and secure any uncompleted private improvements located on the Property with the choice of whether to demolish, complete or secure such private improvements and the method of such demolition, completion and securing such private improvements to be selected by the Developer in its sole discretion.

d. The City may institute an action for damages for the amount of any money owed to it under , or the cost of performing any act required of the Developer under Article 4 of this Agreement, or the cost to complete any Public Improvements required to be installed under the final map (or any phase, if applicable) for the Farmstead Subdivision.

e. In the event of a default by Developer, or following notice of default by Developer and during the cure period specified in subparagraph b. above, the City shall have the right to refuse to issue any permits to which Developer would otherwise have been entitled pursuant to this Agreement or City ordinances, including but not limited to, building permits and certificates of occupancy, provided that such refusal shall not extend for a period of more than ninety (90) days unless the City Council, following consideration of evidence regarding the default by Developer, determines there is a reasonable basis to extend such period of refusal. This provision is in addition to and shall not limit any actions that the City may take to enforce this Agreement, the Project Approvals or the Conditions of Approval.

Section 5.4 **Developer's Remedies.**

a. The Developer's only remedies under this Agreement are as follows:

i. An action for specific performance of an obligation of the City after giving the City the opportunity to cure a default, as provided in subsection (b).

ii. An action for injunctive relief to preserve the physical or legal status quo of the development of the Farmstead Subdivision pending a judicial determination of the rights of the

Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

iii. An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

b. With respect to a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default identifying with specificity those obligations of the City which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City has continuously and diligently pursued such remedy at all times until such default(s) is cured.

c. The Developer understands and agrees that the City would not be willing to enter into this Agreement if it created any monetary exposure for damages (whether actual, compensatory, consequential, punitive or otherwise) in the event of a breach by City. For the above reasons, the Parties agree that the remedies listed in subsection (a) are the only remedies available to the Developer in the event of the City's failure to carry out its obligations hereunder. The Developer specifically acknowledges that it may not seek monetary damages of any kind in the event of a default by the City under this Agreement, and the Developer hereby waives, relinquishes and surrenders any right to any monetary remedy. The Developer covenants not to sue for, or claim any monetary remedy for, the breach by the City of any provision of this Agreement, except for attorneys' fees for actions under (a), above, and hereby agrees to indemnify, defend and hold the City harmless from any cost, loss, liability, expense or claim (including attorneys' fees) arising from or related to any claim brought by the Developer inconsistent with the foregoing waiver.

ARTICLE 6
HOLD HARMLESS AND INDEMNIFICATION

Section 6.1 **Limitation of Legal Relationship.**

a. The Parties represent and declare that this Agreement creates no partnership, joint venture, or other legal entity between them.

b. In entering into this Agreement, the City is acting under the statutory and/or police powers which it holds as a municipal corporation of the State of California and which authorize it to regulate the development of land within its boundaries and to provide for its general health, safety and welfare.

c. In entering into this Agreement, the Developer is acting in a purely private capacity as an owner of real property within the City of Winters, which property is subject to the jurisdiction of the City acting in the capacity set forth in subsection (b).

Section 6.2 **No Liability for Acts of the Developer.**

a. It is expressly understood that the development of the Farmstead Subdivision is an undertaking that may create for the Developer liability to third parties, including, but not limited to, assignees of all or part of this Agreement, buyers and lessees of residential units, building contractors and sub- contractors, and suppliers. The Developer understands and agrees that the City would not execute this Agreement if, in so doing, it created for the City any liability to any third party.

b. Consequently, the Developer, its successors, heirs, and assigns agrees to defend, indemnify, and hold harmless the City, and all its officers, agents, and employees from any claim of injury to person or property arising out of or relating to this Agreement or the operations of the Developer in the development of Farmstead Subdivision under the terms of this Agreement.

c. Notwithstanding anything in Article 5 to the contrary, the City shall have any remedy available to it at law and/or equity to enforce the provisions of, or to collect damages for, any breach of this Section 6.2.

Section 6.3 **Duty to Defend Challenges to this Agreement.**

a. The Parties recognize that there may be third party challenges to this Agreement, relative to the content of the Agreement or the procedure used to adopt it.

b. The Parties agree to cooperate jointly to defend any action or proceeding brought to challenge this Agreement or the ordinance adopting it.

c. In the event of any such challenge, each Party shall bear its own attorneys' fees and other litigation expenses, unless the City elects to tender the defense to the Developer pursuant to subsection (e) below.

d. Should the court, in any action challenging this Agreement or the ordinance adopting it, award attorneys' fees, costs and any other litigation expenses against the City, the Developer shall be responsible for the payment of those fees, costs, and expenses, and shall hold the City harmless from any claim thereto. Developer's obligation to pay any and all fees, costs or expenses awarded against the City is not affected by City's decision to tender, or not tender, the defense of an action to the Developer.

e. Notwithstanding subsection (b), the City may, at its sole discretion, tender the defense of any action or proceeding brought to challenge this Agreement or the ordinance adopting it to the Developer, in which event the Developer shall have the sole responsibility to defend, on behalf of itself and the City, the matter.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

"DEVELOPER"

THE SOUTH MARKET COURT PARTNERSHIP, L.P.,
a California Limited Partnership,

By: SUTTER COMMERCIAL PROPERTIES,
a California corporation
Its: General Partner

_____
By: Glenn W. Sorensen, Jr.
Its: President

THE MARK AND CHRISTINE SKREDEN FAMILY TRUST U/T/A DATED SEPTEMBER 21, 1999

_____
By: Mark Skreden
Its: Co-Trustee

"CITY"

CITY OF WINTERS,
a municipal corporation

_____
By: Albert Vallecillo
Its: Mayor

CITY OF WINTERS,
a municipal corporation

_____
By: Jeremy Craig
Its City Clerk

CITY OF WINTERS,
a municipal corporation

_____
By: Ethan Walsh
Its City Attorney

LIST OF EXHIBITS

A Legal Description of the Property

B Map Showing Location and Boundaries of the Property

C Farmstead Tentative Subdivision Map

(1) Farmstead Tentative Subdivision Map (Large Lot)

(2) Farmstead Tentative Subdivision Map (Small Lot)

D Conditions of Approval

E Preliminary Phasing Plan

F Phasing Schedule

G Approved Setbacks for R1-PD Zone

H Approved Setbacks for R2-PD Zone

EXHIBIT A
LEGAL DESCRIPTION

The land referred to is situated in the County of Yolo, City of Winters, State of California, and is describe as follows:·

Beginning at a point on the East side of and 15 feet South from the Northeast comer of Hills Subdivision in fractional section 22, T, 8N., R, I W., M.D.B., Records, and running thence South 1977.93 feet along a fence line on the East side of Hills Subdivision and the extension thereof, to a point on the North boundary line of Rancho Rio De Los Putos; thence North 65°35' East, along the said North boundary line 1931.85 feet; thence North 0°06' West to and along a fence line 1154.55 feet to a fence comer; thence South 89°20' West, along a fence line 973.53 feet to a fence line 40.42 feet to a fence comer; thence North 0°35-1/2' East, along a fence line 40.42 feet to a fence comer; thence South 89°38 1/2' West along a fence line 784.03 feet to the point of beginning being a part of fractional section 22, T, 8N., R., I W, M.D.B. & M.

EXCEPTING THEREFROM the interest conveyed by M.F. Ormeby, et al, to Yolo County Consolidated Water Company, a Corporation, by Deed dated April 9. 1904. And recorded in Book 68 of Deeds, Page 165, Yolo County Records.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of California, by Deed recorded December 21, 1959 in Book 591 of Official Records at Page 334.

ALSO EXCEPTING THEREFROM all of the oil, gas or other mineral rights owned by it in and to the subject real property, together with the exclusive right to such mineral rights as grantor, Its successors and/or assigns may deem appropriate, excluding the right to enter upon the surface of the subject property for any purposes or to use said surface for any purpose connected with the mineral rights or to drilling any well or wells from the surface of said real property pursuant to any claim or ownership of any mineral rights related to subject property. The power and authority retained in this paragraph shall run with the ownership of the mineral, as reserved in Deed from Yoloma Farms, L.P., a California limited partnership, recorded October 26, 1990, in Book 2175 of Official Records at Page 63, Instrument.

APN: 038-050-18

EXHIBIT B
MAP SHOWING LOCATION AND BOUNDARIES OF THE PROPERTY

Order Number: **0131-628110ala**
Page Number: 8

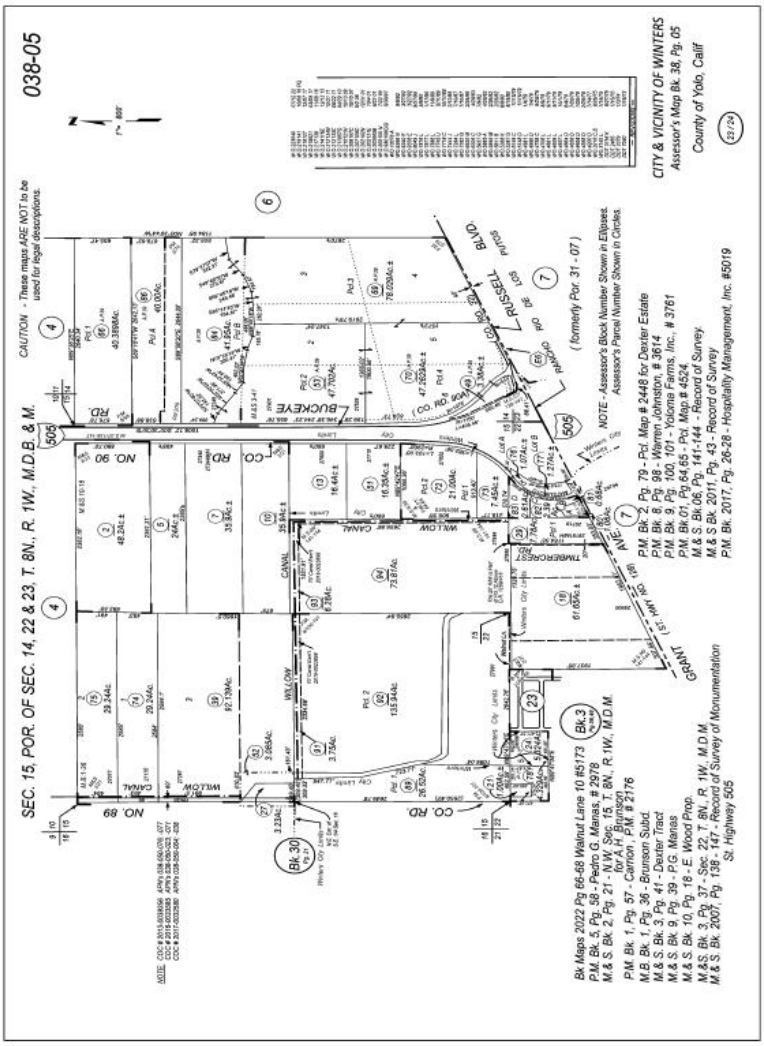
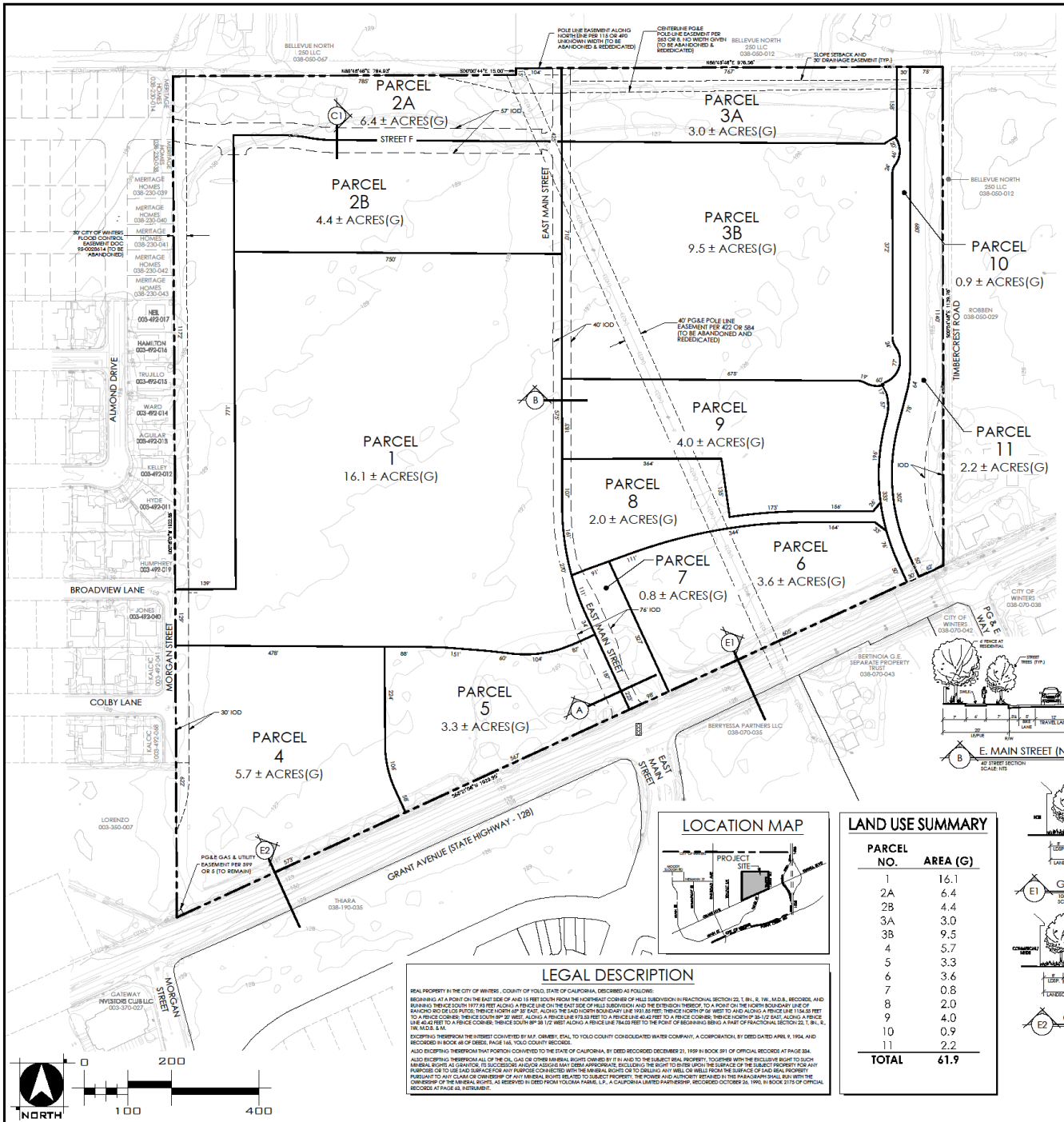


EXHIBIT C-1
FARMSTEAD TENTATIVE SUBDIVISION MAP (LARGE LOT)



TRACT 5174
LARGE LOT TENTATIVE SUBDIVISION MAP
FARMSTEAD
CITY OF WINTERS, CALIFORNIA
AUGUST 25, 2025
SHEET 2 OF 2

PROJECT NOTES

RECORD OWNER
SOUTH MARKET COURT PTN/ SKREDEN
7919 FOLSOM BLVD., SUITE 340
SACRAMENTO, CA 95826
C/O: GLENN SORENSEN, JR.
916-425-8708
C/O: MARK SKREDEN
916-730-3300

APPLICANT
MARK SKREDEN
SKREDEN COMMERCIAL REAL ESTATE
140 JAMES REED
TRUCKEE, CA 96161
916-730-3300

PLANNER/ENGINEER
WOOD RODGERS INC.
3301 'C' STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT: TIMOTHY DENHAM, AICP
MICHAEL MOTRONI, PE 73891
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER
038-060-018

AREA
61.9 ± ACRES GROSS

NUMBER OF PARCELS
10 PARCELS

EXISTING USE
AGRICULTURE

PROPOSED USE
SINGLE- & MULTI-FAMILY RESIDENTIAL
COMMERCIAL & OPEN SPACE

EXISTING ZONING
R-1 (SINGLE FAMILY RESIDENTIAL)
C-1 (NEIGHBORHOOD COMMERCIAL)
OS (OPEN SPACE)

PROPOSED ZONING
R-1 (SINGLE FAMILY RESIDENTIAL)
R-1/PD (SINGLE FAMILY RESIDENTIAL, PD OVERLAY)
R-2/PD (SINGLE FAMILY RESIDENTIAL, PD OVERLAY)
R-3 (MULTI-FAMILY RESIDENTIAL)
R-4 (HIGH DENSITY MULTI-FAMILY RESIDENTIAL)
C-1 (NEIGHBORHOOD COMMERCIAL)
OS (OPEN SPACE)

PARK DISTRICT
CITY OF WINTERS

FIRE PROTECTION
CITY OF WINTERS

SCHOOL DISTRICT
WINTERS JOINT UNIFIED SCHOOL DISTRICT

SEWER
CITY OF WINTERS

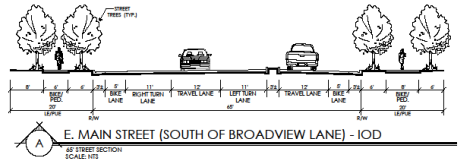
STORM DRAIN
CITY OF WINTERS

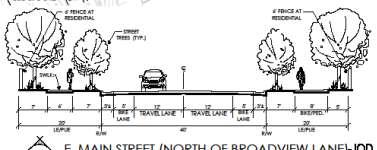
WATER
CITY OF WINTERS

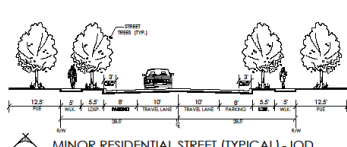
ELECTRICITY
PG&E

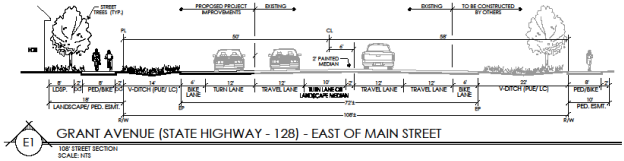
GAS
PG&E

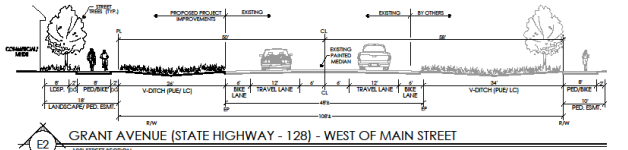
NOTE:
1) SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.
2) OWNER SHALL DEDICATE ALL EASEMENTS AND IOD'S NECESSARY TO PROVIDED ALL UTILITIES.
3) THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
4) THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
5) THE AERIAL TOPOGRAPHY SHOWN HEREON WAS FLOWN BY WOOD RODGERS INC. IN JANUARY, 2019.
6) PROPERTY INFORMATION SHOWN HEREON, INCLUDING LEGAL DESCRIPTION AND EXISTING EASEMENTS PER PRELIMINARY TITLE REPORT PROVIDED BY FIRST AMERICAN TITLE, ORDER NUMBER 0131-6527354-LA, DATED MARCH 13, 2018.
7) THE FOLLOWING TWO EASEMENTS ARE LISTED IN THE PROVIDED PRELIMINARY TITLE REPORT, BUT THE LOCATION OF THE EASEMENTS CAN NOT BE DETERMINED FROM RECORD INFORMATION:
A) COUNTY OF YOLO ROAD EASEMENT PER W DEEDS 258 (TO BE ABANDONED).
B) PG&E POWER LINE EASEMENT PER 115 OR 490 (TO BE ABANDONED).











LOCATION MAP

LAND USE SUMMARY

PARCEL NO.	AREA (G)
1	16.1
2A	6.4
2B	4.4
3A	3.0
3B	9.5
4	5.7
5	3.3
6	3.6
7	0.8
8	2.0
9	4.0
10	0.9
11	2.2
TOTAL	61.9

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF WINTERS , COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE OF AND 15 FEET SOUTH FROM THE NORTHEAST CORNER OF HILLS SUBDIVISION IN FRACTIONAL SECTION 22, T. 8N., R. 1W., M.D.B., RECORDS, AND RUNNING THENCE SOUTH 1977.93 FEET ALONG A FENCE LINE ON THE EAST SIDE OF HILLS SUBDIVISION AND THE EXTENSION THEREOF, TO A POINT ON THE NORTH BOUNDARY LINE OF RANCHO BUCHE LOS PUTOS; THENCE NORTH 68° 20' EAST, ALONG THE SAID NORTH BOUNDARY LINE 1931.88 FEET; THENCE NORTH 0° 06' WEST TO AND ALONG A FENCE LINE 1154.55 FEET TO A FENCE CORNER; THENCE SOUTH 89° 20' WEST, ALONG A FENCE LINE 973.53 FEET TO A FENCE LINE 40.42 FEET TO A FENCE CORNER; THENCE NORTH 0° 35-1/2' EAST, ALONG A FENCE LINE 40.42 FEET TO A FENCE CORNER; THENCE SOUTH 89° 28 1/2' WEST ALONG A FENCE LINE 784.05 FEET TO THE POINT OF BEGINNING BEING A PART OF FRACTIONAL SECTION 22, T. 8N., R. 1W, M.D.B. & M.

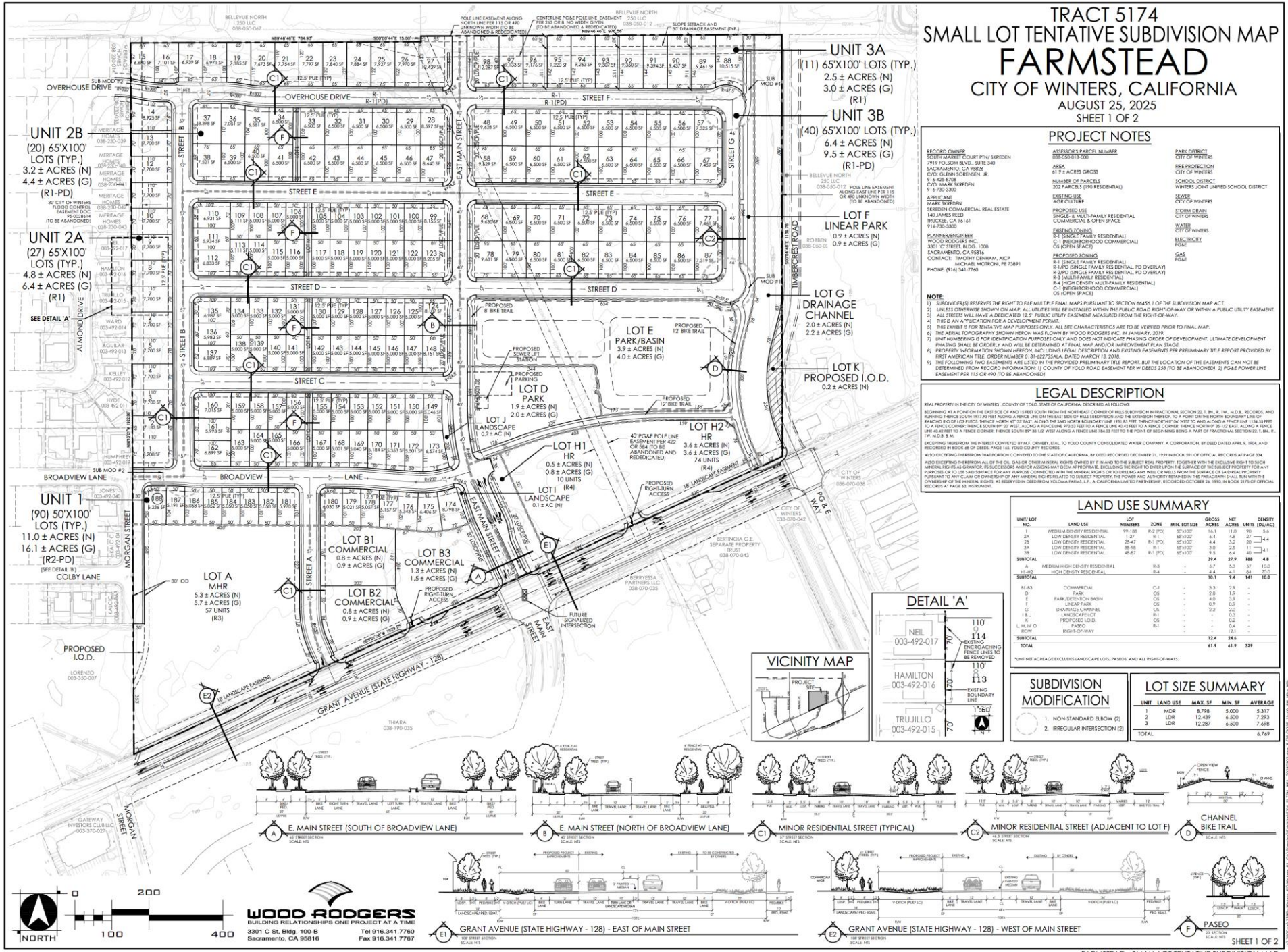
EXCEPTING THEREFROM THE INTEREST CONVEYED BY M.F. ORMSBY, ETAL TO YOLO COUNTY CONSOLIDATED WATER COMPANY, A CORPORATION, BY DEED DATED APRIL 9, 1904, AND RECORDED IN BOOK 68 OF DEEDS, PAGE 165, YOLO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED DECEMBER 21, 1959 IN BOOK 591 OF OFFICIAL RECORDS AT PAGE 334.

ALSO EXCEPTING THEREFROM ALL OF THE OIL, GAS OR OTHER MINERAL RIGHTS OWNED BY ITI AND TO THE SUBJECT REAL PROPERTY, TOGETHER WITH THE EXCLUSIVE RIGHT TO SUCH MINERAL RIGHTS AS GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS MAY DEEM APPROPRIATE, EXCLUDING THE RIGHT TO ENTER UPON THE SURFACE OF THE SUBJECT PROPERTY FOR ANY PURPOSES OR TO USE SAID SURFACE FOR ANY PURPOSE CONNECTED WITH THE MINERAL RIGHTS OR TO DRILLING ANY WELL OR WELLS FROM THE SURFACE OF SAID REAL PROPERTY PURSUANT TO ANY CLAIM OR OWNERSHIP OF ANY MINERAL RIGHTS RELATED TO SUBJECT PROPERTY. THE POWER AND AUTHORITY RETAINED IN THIS PARAGRAPH SHALL RUN WITH THE OWNERSHIP OF THE MINERAL RIGHTS, AS RESERVED IN DEED FROM YOLOMA FARMS, L.P., A CALIFORNIA LIMITED PARTNERSHIP, RECORDED OCTOBER 26, 1990, IN BOOK 2175 OF OFFICIAL RECORDS AT PAGE 63, INSTRUMENT.

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

EXHIBIT C-2
FARMSTEAD TENTATIVE SUBDIVISION MAP (SMALL LOT)



TRACT 5174
SMALL LOT TENTATIVE SUBDIVISION MAP
FARMSTEAD
CITY OF WINTERS, CALIFORNIA
AUGUST 25, 2025
SHEET 1 OF 2

PROJECT NOTES

RECORD OWNER
SOUTH MARKET COURT PTN/ SKREDEN
7919 FOLSOM BLVD., SUITE 340
SACRAMENTO, CA 95826
C/O: GLENN SORENSEN, JR.
916-425-8708
C/O: MARK SKREDEN
916-730-3300

APPLICANT
MARK SKREDEN
SKREDEN COMMERCIAL REAL ESTATE
140 JAMES REED
TRUCKEE, CA 96161
916-730-3300

PLANNER/ENGINEER
WOOD RODGERS INC.
3301 'C' STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT: TIMOTHY DENHAM, AICP
MICHAEL MOTRONI, PE 73891
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER
038-050-018-000

AREA
61.9 ± ACRES GROSS

NUMBER OF PARCELS
202 PARCELS (190 RESIDENTIAL)

EXISTING USE
AGRICULTURE

PROPOSED USE
SINGLE- & MULTI-FAMILY RESIDENTIAL
COMMERCIAL & OPEN SPACE

EXISTING ZONING
R-1 (SINGLE FAMILY RESIDENTIAL)
C-1 (NEIGHBORHOOD COMMERCIAL)
OS (OPEN SPACE)

PROPOSED ZONING
R-1 (SINGLE FAMILY RESIDENTIAL)
R-1/PD (SINGLE FAMILY RESIDENTIAL, PD OVERLAY)
R-2/PD (SINGLE FAMILY RESIDENTIAL, PD OVERLAY)
R-3 (MULTI-FAMILY RESIDENTIAL)
R-4 (HIGH DENSITY MULTI-FAMILY RESIDENTIAL)
C-1 (NEIGHBORHOOD COMMERCIAL)
OS (OPEN SPACE)

PARK DISTRICT
CITY OF WINTERS

FIRE PROTECTION
CITY OF WINTERS

SCHOOL DISTRICT
WINTERS JOINT UNIFIED SCHOOL DISTRICT

SEWER
CITY OF WINTERS

STORM DRAIN
CITY OF WINTERS

WATER
CITY OF WINTERS

ELECTRICITY
PG&E

GAS
PG&E

NOTE:
1) SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.
2) UNLESS OTHERWISE SHOWN ON MAP, ALL UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT.
3) ALL STREETS WILL HAVE A DEDICATED 12.5' PUBLIC UTILITY EASEMENT MEASURED FROM THE RIGHT-OF-WAY.
4) THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
5) THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
6) THE AERIAL TOPOGRAPHY SHOWN HEREON WAS FLOWN BY WOOD RODGERS INC. IN JANUARY, 2019.
7) UNIT NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
8) PROPERTY INFORMATION SHOWN HEREON, INCLUDING LEGAL DESCRIPTION AND EXISTING EASEMENTS PER PRELIMINARY TITLE REPORT PROVIDED BY FIRST AMERICAN TITLE, ORDER NUMBER 0131-6227354LA, DATED MARCH 13, 2018.
9) THE FOLLOWING TWO EASEMENTS ARE LISTED IN THE PROVIDED PRELIMINARY TITLE REPORT, BUT THE LOCATION OF THE EASEMENTS CAN NOT BE DETERMINED FROM RECORD INFORMATION: 1) COUNTY OF YOLO ROAD EASEMENT PER W DEEDS 258 (TO BE ABANDONED). 2) PG&E POWER LINE EASEMENT PER 115 OR 490 (TO BE ABANDONED)

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF WINTERS , COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE OF AND 15 FEET SOUTH FROM THE NORTHEAST CORNER OF HILLS SUBDIVISION IN FRACTIONAL SECTION 22, T. 8N., R. 1W., M.D.B., RECORDED, AND RUNNING THENCE SOUTH 1977.93 FEET ALONG A FENCE LINE ON THE EAST SIDE OF HILLS SUBDIVISION AND THE EXTENSION THEREOF, TO A POINT ON THE NORTH BOUNDARY LINE OF RANCHO RIO DE LOS PUTOS; THENCE NORTH 65° 35' EAST, ALONG THE SAID NORTH BOUNDARY LINE 1931.85 FEET; THENCE NORTH 0° 06' WEST TO AND ALONG A FENCE LINE 1154.55 FEET TO A FENCE CORNER; THENCE SOUTH 89° 20' WEST, ALONG A FENCE LINE 973.33 FEET TO A FENCE LINE 40.42 FEET TO A FENCE CORNER; THENCE NORTH 0° 35-1/2' EAST, ALONG A FENCE LINE 40.42 FEET TO A FENCE CORNER; THENCE SOUTH 89° 38 1/2' WEST ALONG A FENCE LINE 784.03 FEET TO THE POINT OF BEGINNING BEING A PART OF FRACTIONAL SECTION 22, T. 8N., R., 1W. M.D.B. & M.

EXCEPTING THEREFROM THE INTEREST CONVEYED BY M.F. ORNEBY, ETAL. TO YOLO COUNTY CONSOLIDATED WATER COMPANY, A CORPORATION, BY DEED DATED APRIL 9, 1906, AND RECORDED IN BOOK 68 OF DEEDS, PAGE 165, YOLO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED DECEMBER 21, 1959 IN BOOK 591 OF OFFICIAL RECORDS AT PAGE 334.

ALSO EXCEPTING THEREFROM ALL OF THE OIL, GAS OR OTHER MINERAL RIGHTS OWNED BY IT IN AND TO THE SUBJECT REAL PROPERTY, TOGETHER WITH THE EXCLUSIVE RIGHT TO SUCH MINERAL RIGHTS AS GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS MAY DEEM APPROPRIATE, EXCLUDING THE RIGHT TO ENTER UPON THE SURFACE OF THE SUBJECT PROPERTY FOR ANY PURPOSES OR TO USE SAID SURFACE FOR ANY PURPOSE CONNECTED WITH THE MINERAL RIGHTS OR TO DRILLING ANY WELL OR WELLS FROM THE SURFACE OF SAID REAL PROPERTY PURSUANT TO ANY CLAIM OR OWNERSHIP OF ANY MINERAL RIGHTS RELATED TO SUBJECT PROPERTY; THE POWER AND AUTHORITY RETAINED IN THIS PARAGRAPH SHALL RUN WITH THE OWNERSHIP OF THE MINERAL RIGHTS, AS RESERVED IN DEED FROM YOLOMA FARMS, L.P., A CALIFORNIA LIMITED PARTNERSHIP, RECORDED OCTOBER 26, 1990, IN BOOK 2175 OF OFFICIAL RECORDS AT PAGE 63, INSTRUMENT.

LAND USE SUMMARY

UNIT/ LOT NO.	LAND USE	LOT NUMBERS	ZONE	MIN. LOT SIZE	GROSS ACRES	NET ACRES	UNITS	DENSITY (DU/AC)
1	MEDIUM DENSITY RESIDENTIAL	99-188	R-2 (PD)	50'x100'	16.1	11.0	90	5.6
2A	LOW DENSITY RESIDENTIAL	1-27	R-1	65'x100'	6.4	4.8	27	4.4
2B	LOW DENSITY RESIDENTIAL	28-47	R-1 (PD)	65'x100'	4.4	3.2	20	
3A	LOW DENSITY RESIDENTIAL	88-98	R-1	65'x100'	3.0	2.5	11	4.1
3B	LOW DENSITY RESIDENTIAL	48-87	R-1 (PD)	65'x100'	9.5	6.4	40	
SUBTOTAL					39.4	27.9	188	4.8
A	MEDIUM HIGH DENSITY RESIDENTIAL		R-3	-	5.7	5.3	57	10.0
BF-H2	HIGH DENSITY RESIDENTIAL		R-4	-	4.4	4.1	84	20.0
SUBTOTAL					10.1	9.4	141	10.0
BF-B3	COMMERCIAL		C-1	-	3.3	2.9	-	
D	PARK		OS	-	2.0	1.9	-	
E	PARK/DETENTION BASIN		OS	-	4.0	3.9	-	
F	LINEAR PARK		OS	-	0.9	0.9	-	
G	DRAINAGE CHANNEL		OS	-	2.2	2.0	-	
I & J	LANDSCAPE LOT		R-1	-	-	0.3	-	
K	PROPOSED I.O.D.		OS	-	-	0.2	-	
L, M, N, O	PASEO		R-1	-	-	0.4	-	
ROW	RIGHT-OF-WAY			-	-	12.1	-	
SUBTOTAL					12.4	24.6		
TOTAL					61.9	61.9	329	

*UNIT NET ACREAGE EXCLUDES LANDSCAPE LOTS, PASEOS, AND ALL RIGHT-OF-WAYS.

SUBDIVISION MODIFICATION

1. NON-STANDARD ELBOW (2)
2. IRREGULAR INTERSECTION (2)

LOT SIZE SUMMARY

UNIT	LAND USE	MAX. SF	MIN. SF	AVERAGE
1	MDR	8,798	5,000	5,317
2	LDR	12,439	6,500	7,293
3	LDR	12,287	6,500	7,698
TOTAL				6,769

VICINITY MAP

DETAIL 'A'

A E. MAIN STREET (SOUTH OF BROADVIEW LANE)
80' STREET SECTION
SCALE: NTS

B E. MAIN STREET (NORTH OF BROADVIEW LANE)
80' STREET SECTION
SCALE: NTS

C1 MINOR RESIDENTIAL STREET (TYPICAL)
57' STREET SECTION
SCALE: NTS

C2 MINOR RESIDENTIAL STREET (ADJACENT TO LOT F)
66.5' STREET SECTION
SCALE: NTS

D CHANNEL BIKE TRAIL
SCALE: NTS

E1 GRANT AVENUE (STATE HIGHWAY - 128) - EAST OF MAIN STREET
108' STREET SECTION
SCALE: NTS

E2 GRANT AVENUE (STATE HIGHWAY - 128) - WEST OF MAIN STREET
108' STREET SECTION
SCALE: NTS

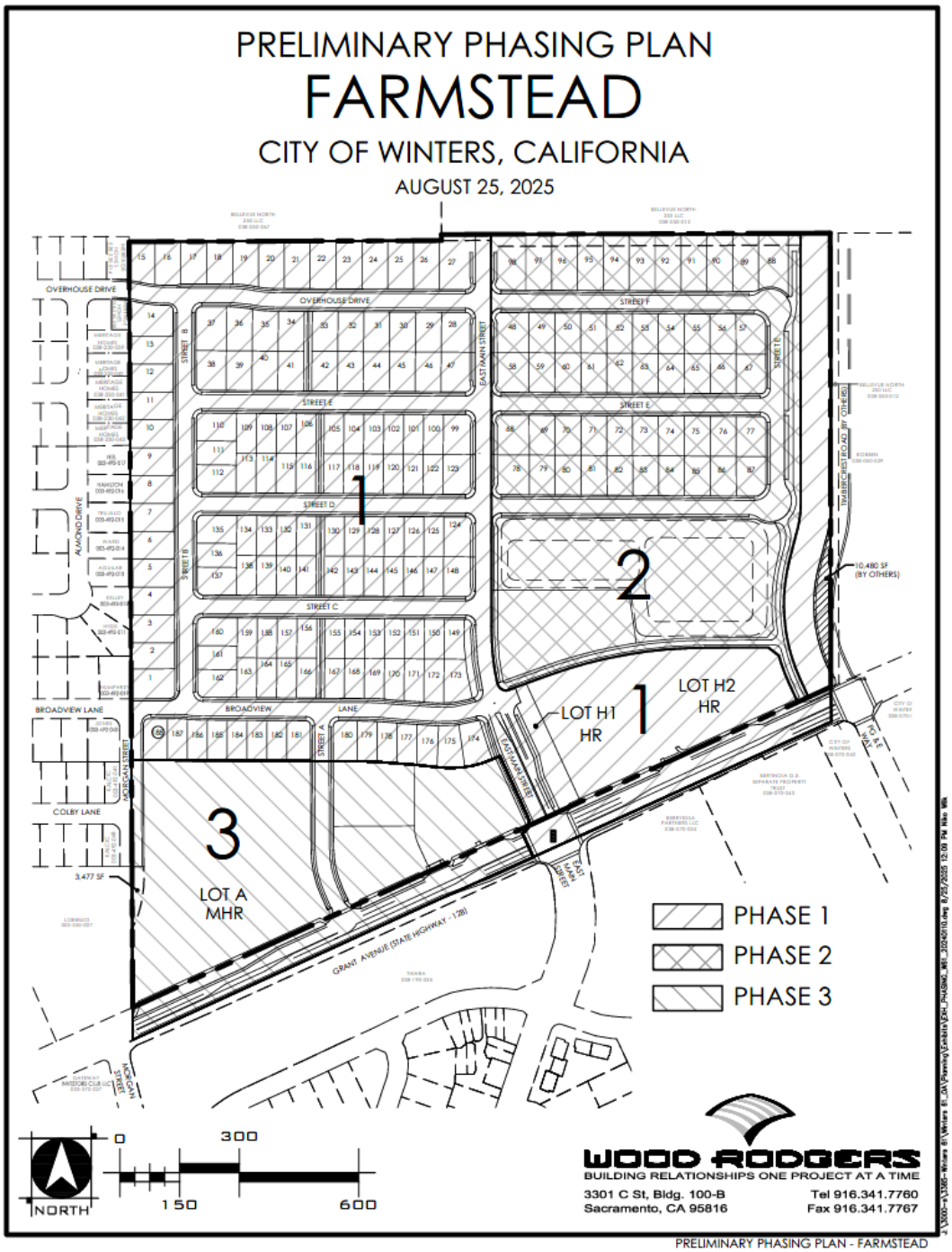
F PASEO
20' SECTION
SCALE: NTS

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

SHEET 1 OF 2

EXHIBIT D
FINDINGS OF FACT AND CONDITIONS OF APPROVAL
FOR THE FARMSTEAD TENTATIVE SUBDIVISION MAP

EXHIBIT E
PRELIMINARY PHASING PLAN



PRELIMINARY PHASING PLAN - FARMSTEAD

EXHIBIT F
PHASING SCHEDULE

Land Use Summary					
Units	**Land Use**	**Lot Numbers**	**Zones**	**Gross Acres**	**Units**
1	Med. Density Residential	99-188	R-2-PD	16.1	90
2A	Low Density Residential	1-27	R-1	6.4	27
2B	Low Density Residential	28-47	R-1-PD	4.4	20
3A	Low Density Residential	88-98	R-1	3.0	11
3B	Low Density Residential	48-87	R-1-PD	9.5	40
Total				39.4	188

The general phasing of the Farmstead Project, as outlined in more detail below, provides that the R-1, R-1-PD, and R-2-PD single family homes will be developed in Phases 1 and 2 and the R-3 small lot residential townhomes (Lot A) and commercial properties (Lots B1, B2, and B3) will be developed in Phase 3. Because of the extensive drainage and sewer infrastructure improvements required to be constructed upfront, phasing of the Project and East Grant Avenue improvements is essential.

Phase 1:

- Rough grading of the entire site, including excavation of the Lot G Drainage Channel, deepening of the City-owned PG&E channel to the south of East Grant Avenue as well as installation of an additional culvert to the existing concrete outfall located southeast of the PG&E site, and the excavation of the Lot E Park site and improvements necessary for a water quality and detention basin. The earthwork spoils will be utilized to raise the remainder of the Project site in accordance with improvement plans. Pad grades will be elevated above the 100-year flood elevation at build-out and positive drainage will be established. In accordance with Section 4.4, the drainage improvements specified in Section 4.4 shall be constructed by Developer prior to the construction of residential units within Phase 1 of the Property.

- The sizing of the Lot G Drainage Channel, PG&E channel, and the East Grant Avenue culvert were determined by the Northeast Winters Drainage Study prepared by Wood Rodgers in 2019. A separate set of improvement plans for these drainage improvements, as well as an encroachment permit processed through Caltrans, will be required for the culvert at East Grant Avenue.

- The northern half of East Grant Avenue shall be widened in order to make the entire width of East Grant Avenue, from Timber Crest Road/PG&E Way to East Main Street, four (4) lanes. Two (2) lanes shall be eastbound and two (2) lanes shall be westbound. The lanes shall be built in accordance with plans approved by both the City and Caltrans. Frontage improvements to Lots H1 and H2 shall include an 8' walkway within the landscape setback.

- The Sewer Lift Station site on Lot D will collect and force wastewater from the Project to the south under the proposed 12' bike trail and under the proposed Lot F Linear Park and bike trail, and/or the Lot G Drainage Channel to a sewer stub located at the intersection of Timber Crest Road and East Grant Avenue. Wastewater will gravity flow from that point to the Gateway Sewer Pump Station located within the PG&E property. Additionally, a standby generator will need to be designed, purchased and installed at Developer's cost.

- The ultimate curb returns for the north side of the East Grant Avenue and East Main Street intersection will be constructed and the intersection will be "pre-wired" for traffic signals, with a 4-way stop control installed in the interim, if Caltrans determines during Caltrans' Intersection Safety and Operational Assessment Process (ISOAP) that a traffic signal (based on Fehr & Peer's Transportation Study dated June 2024) is better than a roundabout for the intersection of East Main Street and East Grant Avenue. If Caltrans determines that a roundabout is better for the intersection, Developer shall not be require to pre-wire for a traffic signal.

- East Main Street will be constructed in its entirety through the Project site, except for the northern 100' of curb, gutter, sidewalk, and pedestrian/bike trail improvements on the east side of East Main Street along Lot H1, which will not be constructed in order to allow for construction traffic for Lots H1 and H2.

- In-tract improvements for Units 1, 2A, and 2B (the specified R-2-PD, R-1, and R-1-PD products, respectively), for a total of 137 units, will be constructed with undergrounds and roadways, based on subsequent development plans submitted by the builder including a connection to Broadview Lane (which will allow convenient access to Almond Orchard residents) and a connection to Overhouse Drive (which will provide convenient access to Walnut 10 residents).

- A masonry wall will be built behind Lots 174-180 of Unit 1 (R-2) separating the residential units from the commercial lots.

- Necessary grading and improvements will be completed for the retail site (Lots B1, B2, and B3) and marketing of the retail sites will be conducted.

- The Lot D Park site (including the parking lot) will be constructed to provide a landscaped and irrigated green space in accordance with the approved plan. All park improvements shall be substantially completed by the applicant prior to issuance of the 100th Certificate of Occupancy for R-1 and R-2 zoned units (i.e., Units 1, 2, and 3) (Condition 47.)

  Maximum Number of Building Permits Issued in Phase 1: 137 units

Phase 2:

- In-tract improvements for Units 3A and 3B (the specified R-1 and R-2-PD product, respectively), for a total of 51 units, will be constructed by Developer with undergrounds and roadways based on development plans submitted and approved by the Developer.

- The traffic signal or roundabout at the intersection of East Grant Avenue and East Main Street shall be installed by the Developer prior to issuance of Certificate of Occupancy for the 160th dwelling unit or issuance of a permit for commercial development on either of Lots B1, B2 or B3, whichever comes first (Condition 34). Developer shall complete either a traffic signal (based on the Fehr & Peer's Transportation Study dated June 2024) or a roundabout at East Main Street and East Grant Avenue based on Caltrans' determination during Caltrans' Intersection Safety and Operational Assessment Process (ISOAP) on which improvement is best for the intersection. Reimbursement shall be available for costs beyond a fair share allocation. The City Engineer will determine the project's fair share contribution toward the traffic signal or roundabout and will determine funding.

- Developer shall install pedestrian and bike trails as follows prior to the issuance of the 100th Certificate of Occupancy for R-1 and R-2 zoned units (i.e., Units 1, 2, and 3), unless otherwise noted below:

  - **East Grant Avenue Bikeway.** Developer shall install an 8'-wide, 1,930 LF, concrete Class I bikeway, with 2' shoulders, along East Grant Avenue located within the 18' landscape and pedestrian easement north of the East Grant Avenue right-of way. (Condition 93.)

  - **North-South Canal Trail**. Developer shall install a 12' wide, 1,120 LF, north-south paved concrete Class I pedestrian/bikeway trail and landscaping in the Lot F linear park, on the east side of Unit 3 and along the west side of the drainage channel, prior to the issuance of the first Certificate of Occupancy for a Unit 3A or 3B home. (Condition 94.)

- **East-West Park Trail**. Developer shall install a 12' wide, 670 LF, east-west paved concrete Class I pedestrian/bikeway trail along the lot side of Lots D and E, and shall be drivable.

- **East Main Street Bikeway.** Developer shall install an 8'-wide, 1,420 LF, north-south Class II bikeway on the east side of East Main Street north of Overhouse Dr. to East Grant Avenue.

- **Paseo.** Developer shall install a 5'-wide, 970 LF, north-south Class II bikeway midblock from Overhouse Dr., heading south to Broadview Lane.

- **Broadview Lane Bikeway**. Developer shall install a Class III bikeway on Broadview Lane and install "share the road" symbols on each side. This applies to the new segment within the subdivision, as well as the segment west along the existing portion of Broadview Lane to Walnut Lane. This shall be reflected on the signing and striping plan and will be reviewed and approved by the City Engineer. (Condition 100.)

Once the pedestrian and bike trails are completed, the Developer shall grant the pedestrian and bike trails to the City.

Maximum Number of Building Permits Issued in Phase 2: 51 units

Phase 3:

- In-tract improvements for Lot A (the R-3 product) will be constructed with undergrounds and roadways, based on a subsequent tentative subdivision map or development plans submitted and approved by the builder.

- Developer shall make an Irrevocable Offer of Dedication of approximately 2,000 square feet of land for the future extension of Morgan Street.

- East Grant Avenue improvements west of East Main Street for Lots A, B1, B2 and B3 will be built in accordance with plans approved by both the City and Caltrans.

EXHIBIT G
APPROVED SETBACKS FOR R-1-PD ZONE

See Planned Development (PD) Overlay Permit No. 2025-01

R-1, Single Family Residential, 7,000 ft. avg. min. with a planned development overlay (R-1-PD)

Setbacks:

Rear Yard Setback: Allow single-story homes to reduce rear yard setback from twenty-five feet (25') to twenty feet (20').

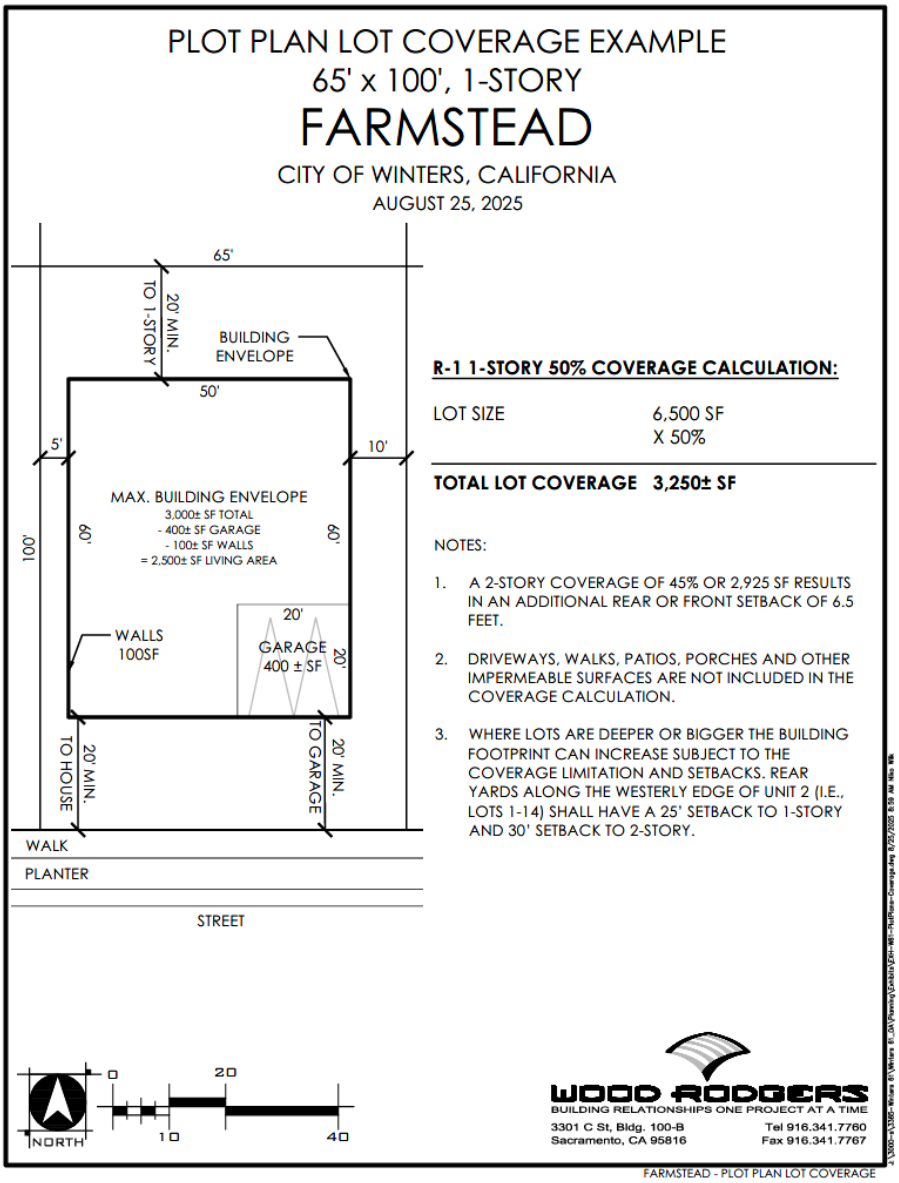


EXHIBIT H
APPROVED SETBACKS FOR R-2-PD ZONE

See Planned Development (PD) Overlay Permit No. 2025-01

Single Family Residential, 6,000 sq. ft. avg. min. with a planned development overlay (R-2-PD)

Term: Unlimited term, consistent with the concurrently approved Tentative Map No. 5174, pursuant to the requirements of Section 17.48.050 of the Winters Municipal Code and subject to compliance with the conditions of approval for Tentative Map No. 5174 and the Project.

Lot Size:

Minimum 50' x 100'

Setbacks:

Front: To the house/porch, fifteen feet (15') instead of twenty feet (20') feet. Twenty feet (20') to the front of the garage from back of sidewalk.

Rear: Fifteen feet (15') for single-story, twenty feet (20') for two-story homes. A rear yard setback of seven feet (7') for a patio cover with a maximum coverage of thirty percent (30%) of a rear yard.

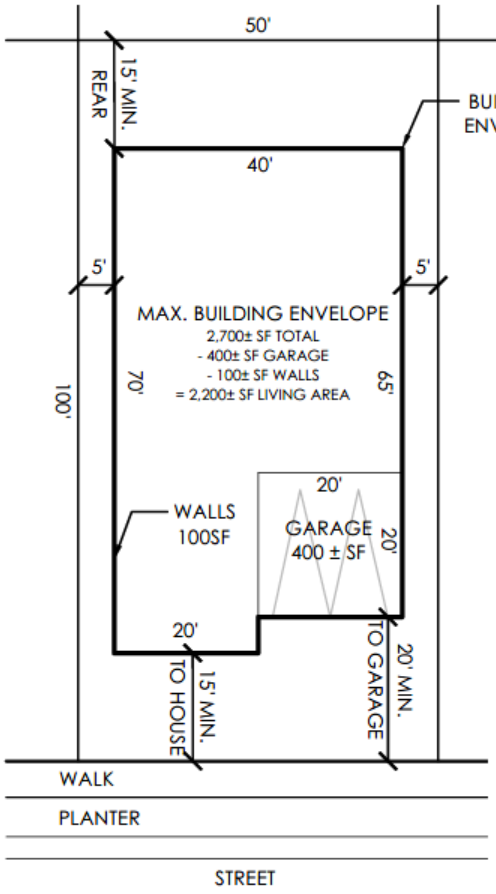
Side yard, Interior Lots: Five feet (5').

Side yard, Corner Lots: Five feet (5') interior side yard, ten feet (10') street side yard.

Lot/Site Coverage:

Maximum Lot/Site Coverage: fifty-six percent (56%) instead of fifty percent (50%) for single-story homes, and fifty-two percent (52%) instead of forty-five percent (45%) for two-story homes.

PLOT PLAN LOT COVERAGE EXAMPLE
50' x 100', 1-STORY
FARMSTEAD
CITY OF WINTERS, CALIFORNIA
AUGUST 25, 2025

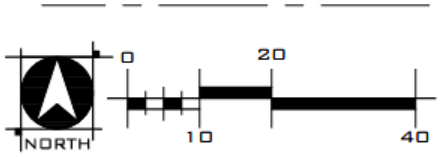


R-2(PD) 1-STORY 56% COVERAGE CALCULATION:

LOT SIZE	5,000 SF
	X 56%
TOTAL LOT COVERAGE	**2,800± SF**

NOTES:

1. A 2-STORY COVERAGE OF 52% OR 2,600 SF RESULTS IN AN ADDITIONAL REAR OR FRONT SETBACK OF 5 FEET.
2. DRIVEWAYS, WALKS, PATIOS, PORCHES AND OTHER IMPERMEABLE SURFACES ARE NOT INCLUDED IN THE COVERAGE CALCULATION.
3. MAX. BUILDING ENVELOPE IS 100 SF LESS THAN ALLOWED DUE TO SETBACKS.



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Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

FARMSTEAD - PLOT PLAN LOT COVERAGE

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: October 7, 2025

THROUGH: Jeremy Craig, City Manager

FROM: Jack Snyder, Fire Chief

SUBJECT: Resolution No. 2025-57 Accepting Grant Funding from the Federal Emergency Management Agency Assistance to Firefighters Grant Program in the Amount of $95,062.62

RECOMMENDATION:
Adopt Resolution No. 2025-57 Accepting Grant Funding from the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant Program in the Amount of $95,092.62.

BACKGROUND:
The Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) is a Federally funded grant program that allows fire departments across the nation to apply for funding to help reduce operational issues through procurement of equipment, personal protective equipment, vehicles, etc. within an agency. The Winters Fire Department applied for this grant to fund a vehicle exhaust capture system for the Winters Fire Department. This grant will be used to purchase a vehicle exhaust capture system to reduce the exposure of staff and the community of the harmful exhaust given off by fire apparatus. This system was identified as needed to help reduce the cancer risks within the station and exposure to diesel particulates and exhaust when the fire apparatus is started inside the station.

DISCUSSION
The Winters Fire Department submitted an application for the FEMA AFG grant and was awarded it in the amount of $95,092.62 for the following:

- $90,564.40 Federal Funding Portion of Vehicle Exhaust System
- $4,528.22 Winters Fire Department 5% Match

FISCAL IMPACT:
The Winters Fire Department will be responsible for the upfront costs of the exhaust system, including equipment and installation. The City of Winters would file for reimbursement for the expenses outlined in the grant package which include the new exhaust system and installation. The City Council will need to approve a budget adjustment for this fiscal year for both revenue and expenditure when the staff returns for Council approval to authorize the equipment purchase. The

proposed action is only to formally accept the grant.

ATTACHMENT:

1. Resolution No: 2023-57
2. FEMA AFG Grant Award Package

Resolution No. 2025-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ACCEPTING GRANT FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S "ASSISTANCE TO FIREFIGHTERS GRANT" PROGRAM IN THE AMOUNT OF $95,092.62

WHEREAS, the City of Winters Fire Department applied for a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) to fund the installation of a new vehicle exhaust system for the Winters Fire Department; and

WHEREAS, the goal of the grant program is to enhance the reduction of fire department vehicle exhaust to the firefighters for the Winters Fire Department and provide a healthier environment for staff; and

WHEREAS, the Fire Department has identified the need to reduce the cancer risk and exposure to harmful vehicle exhaust fire department staff and visitors are exposed to when apparatus is responding to emergencies in the City of Winters, the Winters Fire Protection District and in surrounding communities as well as during daily operations, vehicle checks and trainings; and

WHEREAS, the Fire Department applied for the grant to procure a vehicle exhaust system to enhance the safety of those within the fire station, and FEMA approved a grant award of $95,062.62; and

WHEREAS, the funds will be generally allocated as follows:

a) $90,564.40 Federal Funding Portion of Vehicle Exhaust System
b) $4,528.22 Winters Fire Department 5% Match

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

SECTION 1. The above Recitals are true and correct and by this reference incorporated herein.

SECTION 2. The grant award from the FEMA SAFER Grant Program in the amount of $95,092.62 is accepted.

SECTION 3. The City Manager is authorized to execute all documents necessary to accept the FEMA SAFER grant in the amount of $95,092.62.

PASSED AND ADOPTED this 7th day of October 2025, by the following vote **:**

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Zorina Treat, Deputy City Clerk

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/20/2025

Jack Snyder
CITY OF WINTERS
318 FIRST STREET
WINTERS, CA 95694

EMW-2024-FG-00273

Dear Jack Snyder,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $90,564.40 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or $4,528.22 for a total approved budget of $95,092.62. Please see the FY 2024 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF WINTERS
UEI-EFT: LM6LMSKEXJ94
Award number: EMW-2024-FG-00273

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$95,092.62
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$90,564.40
Non-federal	$4,528.22
Total	$95,092.62
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FG NOFO.

Approved request details:

Modify facilities

Source Capture Exhaust System(s)

DESCRIPTION

Plyovent Exhaust Capture System for 8 bays

QUANTITY	UNIT PRICE	TOTAL
1	$95,092.62	$95,092.62

BUDGET CLASS

Equipment

Agreement Articles

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF WINTERS
UEI-EFT: LM6LMSKEXJ94
Award number: EMW-2024-FG-00273

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Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."
Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48 **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 56	**EHP Compliance Review Required** Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY24 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY24 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY24 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.
Article 57	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 58 **Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

• Is funding provided directly or indirectly to a subrecipient?

• If no, include statement "This grant funding is not being directed to a subrecipient."

• If yes, provide the following details:

• The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.

• Whether the subrecipient’s work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

• Whether the payment request includes an activity involving support to aliens?

• Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant’s NOFO, award terms, and applicable federal regulations.

Article 59 **Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

	8. Effects of Suspension and Termination The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.
Article 60	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award: Termination of a Federal Award The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2024-FG-00273	N/A	946000457	AWARD	WX02143N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF WINTERS 318 1ST ST WINTERS, CA 95694	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Jack Snyder	5307954131	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
09/20/2025	OTHER - FEMA GO	COST SHARING	**Performance Period** 09/27/2025 to 09/26/2027 **Budget Period** 09/27/2025 to 09/26/2027

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2025-FF-GB01 - P410-xxxx-4101-D	$0.00	$90,564.40	$90,564.40	$4,528.22
		Totals	$0.00	$90,564.40	$90,564.40	$4,528.22

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Stacey Street, Deputy Assistant Administrator Grants Program Directorate	DATE 09/20/2025

Minutes of the Regular Council Meeting Held on September 16, 2025

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

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

Absent: None

Staff: City Manager Jeremy Craig, Contract Planner Dave Dowswell, Assistant Joanna Gin, Contract Planner Kelly Mumper, Public Works Director of Operations & Maintenance Eric Lucero, Chief of Police John Miller, Consultant Engineer Alan Mitchell, Fire Chief Jack Snyder, Deputy City Clerk Zorina Treat

PLEDGE OF ALLEGIANCE

Chris Rose led the Pledge of Allegiance

APPROVAL OF THE AGENDA

Motion by Council Member Loren, seconded by Council Member Scianna, to move Items 4B and 4C of the public hearing ahead of Item A (Farmstead Development). Motion carried by the following vote:

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

NOES: None

ABSENT: None

SPECIAL PRESENTATIONS

1.A. Presentation of the National Fire Academy Executive Fire Officer certificate to Fire Chief Jack Snyder.

Fire Chief Jack Snyder was recognized for completing the National Fire Academy's Executive Fire Officer Program. His capstone focused on recruiting and retaining volunteer firefighters, particularly Generation Z, with research applied locally. Council praised his leadership and acknowledged the support of City staff and his family.

PUBLIC COMMENT (Items not on the agenda)

Corinne Martinez provided public comment.

CONSENT CALENDAR

3.A. Adoption of Ordinance No. 2025-04 Amending Chapter 13.12 of Title 13 of the Winters Municipal Code Pertaining to Cross-Connection Control

3.B. Minutes of the Regular City Council Meeting Held on September 2, 2025

No public comment. Motion by Council Member Scianna, seconded by Council Member Loren, to approve the Consent Calendar as presented. Motion carried with the following vote:

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

PUBLIC HEARINGS

4.B. Ordinance 2025-05 Repealing and Recasting Title 15 and Adopting by Reference the 2022 Building Standards Code & 2022 Fire Code

Fire Chief Snyder presented the urgency ordinance, noting no changes to residential sprinkler requirements. For commercial, educational, and industrial occupancies over 4,000 sq. ft. (reduced from 12,000 sq. ft. under standard code), sprinklers will be required due to limited local fire staffing and mutual aid response times.

Public hearing was opened at 6:48 PM and closed at 6:48 PM.; there was no public comment.

Motion by Mayor Pro Tem Biasi, seconded by Council Member Scianna, to adopt Ordinance 2025-05 Repealing and Recasting Title 15 and Adopting by Reference the 2022 Building Standards Code & 2022 Fire Code. Motion carried with the following vote:

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

4.C. Public Hearing - Resolution 2025-51 Adopting Facility Rental Fees

City Manager Jeremy Craig presented proposed 10–20% fee increases for non-residents at City facilities, including the Community Center, Trestle Bridge, Rotary Park Gazebo, and Swim Center. The changes followed a recent fee survey and the June Council meeting discussion.

Public hearing was opened at 6:51 PM and closed at 6:54 PM.; Kate Laddish provided public comment.

Motion by Mayor Pro Tem Biasi, seconded by Council member Scianna, to adopt Resolution 2025-51 Adopting Facility Rental Fees.
Motion carried with the following vote:

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

4.A. Public Hearing and Consideration by the City Council of the Planning Application for the proposed Farmstead Subdivision Project located at 29500 Russell Blvd. (APN: 038-050-018-000), including recommendations to certify the Final

Environmental Impact Report and make related findings, amend the General Plan, introduce and waive first reading of the ordinance rezoning the property, approve the Tentative Map, approve the Affordable Housing Plan, and introduce and waive first reading of the ordinance approving the Development Agreement

Contract Planner David Dowswell presented the proposed Farmstead Subdivision at 29,500 Russell Blvd., a 335-unit mixed-use development featuring single-family homes, town homes, affordable apartments, commercial parcels, a 6.7-acre park, and extensive bike/pedestrian infrastructure. The presentation highlighted items such as traffic design at the Main/Grant intersection, bike lane classifications along Broadview Lane, and the implementation of affordable housing.

Public hearing was opened at 7:19 PM and closed at 7:19 PM

Ken Britten, David Springer, Olivia Rodriguez, David Denebeim, Kate Laddish, Dan Alafeti, Jeff Tenpas, Nina Suzuki, Amy Williams, Karin Young, Chris Rose, and Corrine Martinez provided public comment.

Motion by Mayor Pro Tem, seconded by Council member Casavecchia, to approve Resolution 2025-52 certifying the environmental impact report for the farmstead subdivision project as adequate for addressing the environmental impacts of the proposed project and adopting California environmental quality act findings, mitigation measures, a mitigation monitoring and reporting program, and a statement of overriding considerations. The motion carried by the following vote:

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

Motion by Council member Loren, seconded by Mayor Pro Tem Biasi, approving Resolution 2025-53 , approving the general plan amendment to the general plan land use designation for 33.7 acres of low density residential (lr), 13.5 acres of open space (os) and 14.7 acres of neighborhood commercial (nc) to 23.3 acres of low density (lr), 16.1 acres of medium density residential (mr), 5.7 acres of medium high density residential (mhr), 4.4 acres of high density residential (hr), 3.3 acres of neighborhood commercial (nc) and 9.1 acres of open space (os) for a 61.9 acre parcel for the property located at 29500 Russell Blvd. (apn:038-050-018-000). The motion carried by the following vote:

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

Motion by Mayor Pro Tem, seconded by Council member Casavecchia, to introduce and waive first reading of Ordinance 2025-07 amending the zoning classifications of 33.7 acres of single family residential, 7,000 sq. ft. avg. min. (r-1), 13.5 acres of public open space (o-s) and 14.7 acres of neighborhood commercial (c-1) to 9.4 acres of single family residential, 7,000 sq. ft. avg. min. (r-1), 13.9 acres of single family residential, 7,000 sq. ft. avg. min. (r-1-pd), 16.1 acres of single family residential, 6,000 sq. ft. avg. min. (r-2-pd), 5.7 acres of multifamily residential (r-3), 4.4 acres of high density multifamily residential (r-4), 3.3 acres of neighborhood commercial (c-1), and 9.1 acres of public open space (o-s), and adding a planned development (pd) overlay zone to, and approving, a pd permit for 13.9 acres of the r-1 zone and 16.1 acres of the r-2 zone for the property located at 29500 Russell Blvd. (apn:038-050-018-000). The motion carried by the following vote:

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

Motion by Council Member Scianna, seconded by Council member Loren, approving Resolution 2025-54 approving tentative map no. 5174 and the affordable housing plan for the farmstead subdivision project located at 29500 Russell Blvd. (APN: 038-050-018-000), as amended to revise Conditions 34 and 92 to allow for either the installation of a traffic light or a roundabout at East Main Street and Grant Ave., depending on the Caltrans review process. The motion carried by the following vote:

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

Motion by Council Member Loren, seconded by Council member Scianna, to introduce and waive first reading of Ordinance 2025-08, Approving the Development Agreement with South Market Court Partnership, L.P., a California limited partnership, and The Mark and Christine Skreden Family Trust U/T/A dated September 21, 1999, with revisions to the development agreement to conform to the changes made to Resolution 2025-54 92 to allow for either the installation of a traffic light or a roundabout at East Main Street and Grant Ave., depending on the Caltrans review process, and amending the fees accordingly. The motion carried by the following vote:

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

DISCUSSION ITEMS

None

CITY MANAGER'S REPORT

City Manager Jeremy Craig reported that the inaugural State of the City event was successful, with strong community turnout and recognition of civic engagement.

COUNCIL COMMENTS-IDEAS, QUESTIONS, AB1234 REPORTS

Verbal updates were provided by Council Members.

ADJOURNMENT

The meeting adjourned at 9:51 PM

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Zorina Treat, Deputy City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE:October 7, 2025
FROM Jeremy Craig, City Manager
SUBJECT: Resolution No. 2025-55 Appointing Wendy J. Rash to the Climate Action Commission

RECOMMENDATION:
Adopt Resolution No. 2025-55 appointing Wendy J. Rash to the Climate Action Commission for a four-year term expiring June 30, 2029.

BACKGROUND:
The City Clerk's office received applications to fill one vacant position on the Climate Action Commission. The ad hoc Selection Committee, consisting of Councilmembers Carol Scianna and Jesse Loren, interviewed two applicants and, following review of submitted Applications of Interest and interviews, recommends appointment of Wendy J. Rash to the vacant seat.

DISCUSSION:
Wendy J. Rash has been a Winters resident for over twenty years and brings more than two decades of experience in environmental and resource conservation fields. She has been a strong advocate and active partner with the local PTA, leading programs that promote bike safety, improve student confidence, and build skills to help children become successful bike riders. Her professional background includes developing programs and initiatives that support sustainability, conservation practices, and climate resilience.

Wendy's career experience and community involvement will be a valuable asset to the Commission as it continues advancing the mission of sustainability and resilience in Winters.

Staff recommends appointment of Ms. Rash to the Climate Action Commission for a full four-year term, expiring on June 30, 2029.

FISCAL IMPACT:
None

ATTACHMENT(S):
Attachment 1 - Resolution 2025-55

RESOLUTION NO. 2025-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING APPOINTING WENDY J. RASH TO THE CLIMATE ACTION COMMISSION

WHEREAS, the Winters Climate Action Commission ("Commission") was established via Resolution 2021-44 on July 20, 2021, upon adoption of the City of Winters Climate Action Plan; and

WHEREAS, Resolution No. 2021-44 formally established the guidelines for membership and appointment for vacant positions on the Commission, and provides that vacancies shall be filled in the same manner in which a regular appointment occurs; and

WHEREAS, staff advertised the vacant position and received two applications for consideration by the City Council's ad hoc Selection Committee, consisting of Councilmembers Carol Scianna and Jesse Loren; and

WHEREAS, following review and interviews, the ad hoc Selection Committee recommends the appointment of Wendy J. Rash to the Climate Action Commission; and

WHEREAS, Ms. Rash has been a Winters resident for over twenty years and brings more than two decades of experience in environmental and resource conservation fields. She has been a strong advocate and partner with the local PTA, leading programs that promote bike safety, improve student confidence, and develop the skills needed to make children successful bike riders. Her career experience and community engagement will be an asset to the Commission's mission of sustainability and resilience.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters that Wendy Rash is hereby appointed to the Climate Action Commission for a term ending June 30, 2029.

DULY AND REGULARLY ADOPTED this ___th day of [month] 202X by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Albert Vallecillo, Mayor

ATTEST:

_____

Jeremy Craig, City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: October 7, 2025
THROUGH: Jeremy Craig, City Manager
FROM: Alan Mitchell, P.E., City Engineer
SUBJECT: Acceptance of Irrevocable Offer of Dedication of Public Roads and Public Utility Easements for the Walnut 10 Lane Subdivision

RECOMMENDATION:

1. Adopt Resolution No. 2025-58, accepting an Irrevocable Offer of Dedication (IOD) of Public Roads and Public Utility Easements for the Walnut Lane 10 Subdivision; and

2. Direct the City Clerk to sign and record the Certificate of Acceptance with the County Recorder.

BACKGROUND:

The Walnut Lane 10 subdivision project included the development of 54 single family lots on approximately 10 acres of vacant land located at the north end of Walnut Lane. As part of the conditions of approval, the project was required to develop public improvements to support the Walnut Lane 10 subdivision, including utility infrastructure (storm, sewer, water), roadway improvements (curb, gutter, sidewalk), emergency vehicle access, and a drainage swale that traverses the Farmstead
project area.

The Subdivision Ordinance, specifically Winters Municipal Code section 16.12.010 (Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, open space, including access rights and abutters' rights, drainage, public utility easements, and other public easements.

Under Winters Municipal Code section 16.03.100, “At the time the city council approves the final map, it shall also accept, subject to improvement or reject any offer of dedication. The attached Final Map No. 5173 for Walnut Lane 10 was approved by Council on April 19, 2022 and included an Irrevocable Offer for Dedication (IOD) of the public roads and public utility easements by the developer, Meritage Homes of California, Inc. (Meritage)At the time Final Map No. 5173 was approved, the City rejected the public roads and easements shown on the Final Map and offered by Meritage for dedication. The City reserved its right to accept Meritage’s permanent and IOD of the public roads and easements at a later time.

DISCUSSION: Meritage completed construction of the onsite and offsite improvements per the approved Improvement Plans, and on August 1, 2023, City Council adopted Resolution 2023-55 to accept the offsite public improvements as complete. However, the action didn’t include acceptance of the IOD of the public roads and easement, and the roads have been open to the public since then. Therefore, the City should now accept the IOD of the public roads and public utility easements, which were included on the approved Final Map. Upon acceptance, the City will become responsible for the maintenance of the public roads (Walnut Lane extension, Almond Drive extension, Over house Drive, and Young Drive) and easements (Public Utility Easements).

Staff recommends the City Council adopt Resolution No. 2025-58, to accept an IOD of public roads and public utility easements for the Walnut Lane 10 Subdivision; and to direct the City Clerk to sign and record the Certificate of Acceptance with the County Recorder.

FISCAL IMPACT: No City funds impacted.

ATTACHMENT(S):

1. Resolution No. 2025-58
2. Certificate of Acceptance
3. Final Map

RESOLUTION NO. 2025-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION (IOD) OF RIGHT OF WAY AND EASEMENTS FOR SIDEWALK AND PEDESTRIAN ACCESS PURPOSES, FOR THE WALNUT 10 SUBDIVISION

WHEREAS, to maintain and upgrade public works facilities, and provide access and utility service to new development, it is sometimes necessary to obtain rights-of-way and easements from private property owners who create a subdivision; and

WHEREAS, under the City's Subdivision Ordinance, specifically Winters Municipal Code section16.12.010 (Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements; and

WHEREAS, such dedications or offers of dedication shall be made by deed or pursuant to the procedures set forth in the Subdivision Map Act (Final Map); and

WHEREAS, on April 19, 2022 the City Council approved Final Map No. 5173 for the Walnut Lane 10 Subdivision; and

WHEREAS, said Final Map included an Irrevocable Offer for Dedication of the public roads and public utility easements by the developer, Meritage Homes of California, Inc.; and

WHEREAS, at the time the City Council approved the map, it rejected the public roads and public utility easements; and

WHEREAS, the City Council now desires to accept the public roads and public utility easements.

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

1. The City Council rescinds the prior rejection of the public road and easement dedications stated on Final Map No. 5173 and now consents to and accepts Meritage Homes of California, Inc.'s Irrevocable Offer of Dedication of the public roads and public utility easements specified in Final Map No. 5173 for the Walnut Lane 10 Subdivision, for right-of-way purposes; and

2. The City Council authorizes the City Manager to execute the Certificate of Acceptance, and directs the City Clerk to record the Certificate of Acceptance and any such other documents and instruments as may be necessary or convenient to accept the Offer of Dedication, with the Yolo County Recorder.

3. This Resolution shall take effect immediately upon adoption by the City Council

PASSED AND ADOPTED by the City Council of the City of Winters, on this 7th day of October 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by an Irrevocable Offer of Dedication on Final Map No. 5173 dated April 2022 and recorded with this document on July 12, 2022 in the Official Records of Yolo County, from Meritage Homes of California, Inc. to the City of Winters, a California municipal corporation ("City"), is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by Resolution No. 2025-58 of the City Council adopted on October 7, 2025.

Dated: _____ CITY OF WINTERS

By: _____
Jeremy Craig
City Clerk

OWNER'S STATEMENT

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

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

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

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

PRIVATE EASEMENT RESERVATIONS:

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

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

MERITAGE HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION

BY: _____

NAME: Jeremy Goulart

TITLE: Vice President

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF Yolo) SS

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

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

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

WITNESS MY HAND AND OFFICIAL SEAL _____

PRINTED NAME: Teri Flores

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

MY COMMISSION EXPIRES: 4/28/2023

MY COMMISSION No.: 2285339

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

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

DATE: 4/7/2022 K.S. Trepa

KATHLEEN S. TREPA
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF WINTERS

CITY ENGINEER'S STATEMENT

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

DATE: 4/7/2022 _____

~~ALAN L. MITCHELL, PE, RCE 52898~~ MEGAN BACHE, PE, RCE 82998
CITY ENGINEER, CITY OF WINTERS

COUNTY TAX COLLECTOR'S STATEMENT

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THEIR NAME TO BE SUBSCRIBED ON THIS 31st DAY OF May, 2022.

Tom Haynes
INTERIM CFO

~~KRISTINE HARDING~~
COUNTY TAX COLLECTOR OF YOLO COUNTY

BY: Kristine Harding
DEPUTY

SURVEYOR'S STATEMENT

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

WOOD RODGERS, INC.

DENNIS L. BARBER
P.L.S. 8067

6/11/22
DATE

CITY CONSULTANT'S STATEMENT

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

DATE: 3/29/2022 _____

ANDREW KLINSTIVER III, LS 7182

CITY CLERK'S STATEMENT

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

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

DATE: 4/7/2022 K.S. Trepa

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

RECORDER'S STATEMENT

FILED THIS 12th DAY OF July, 2022, AT 2:20 P.M. IN BOOK 2022 OF MAPS, AT PAGES 66-68 AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

Jesse Salinas
JESSE SALINAS
COUNTY CLERK-RECORDER
YOLO COUNTY, CALIFORNIA

BY: _____
DEPUTY

Yolo County
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2022
Page 066

FINAL MAP OF
SUBDIVISION NO. 5173

WALNUT LANE 10

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

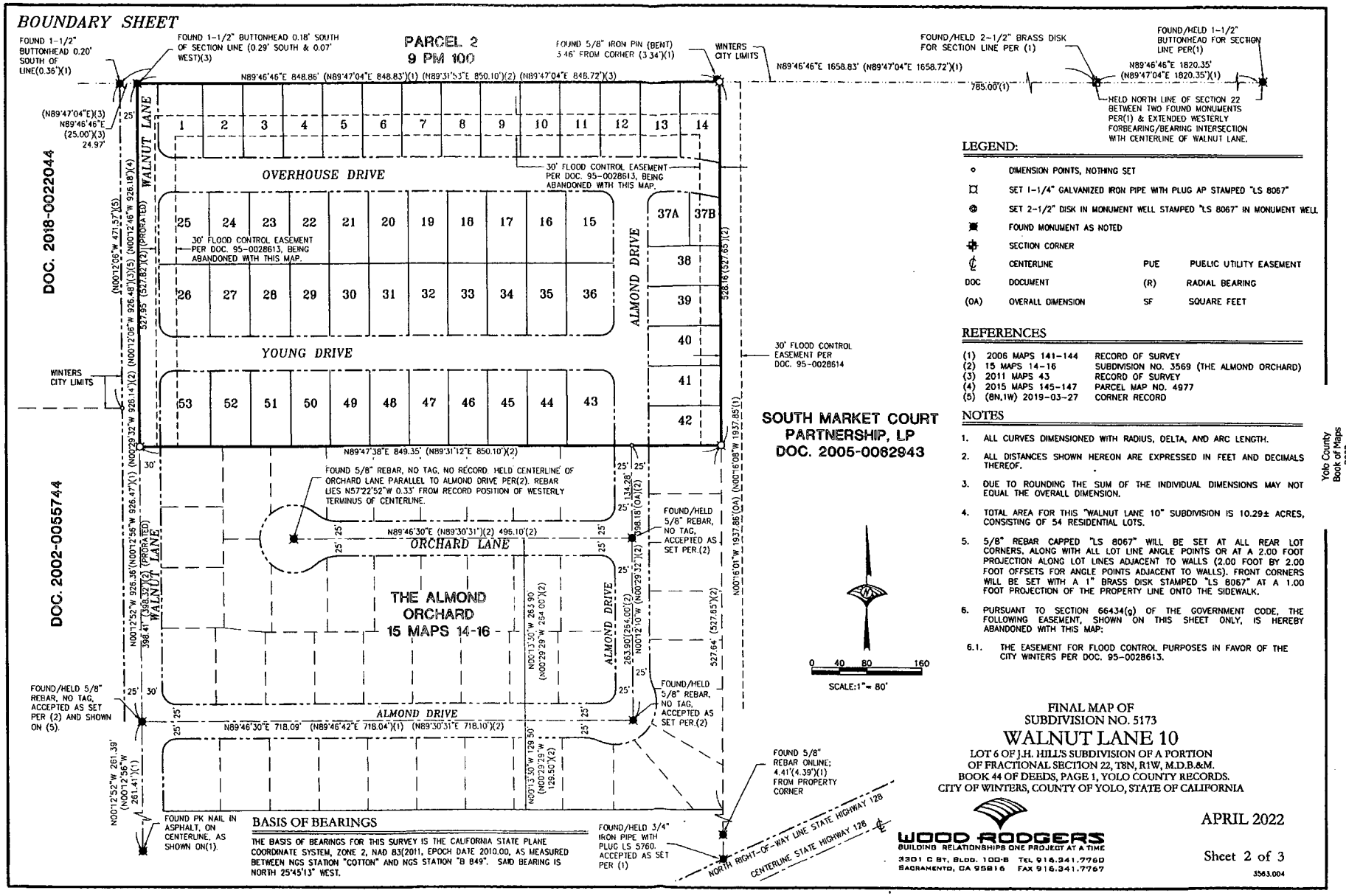
APRIL 2022

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

Sheet 1 of 3

3563.004

BOUNDARY SHEET



LEGEND:

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

REFERENCES

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

NOTES

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

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

BASIS OF BEARINGS

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

FINAL MAP OF
SUBDIVISION NO. 5173

WALNUT LANE 10

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

APRIL 2022

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Sacramento, CA 95816 Fax 916.341.7767

Sheet 2 of 3

3563.004

Yolo County
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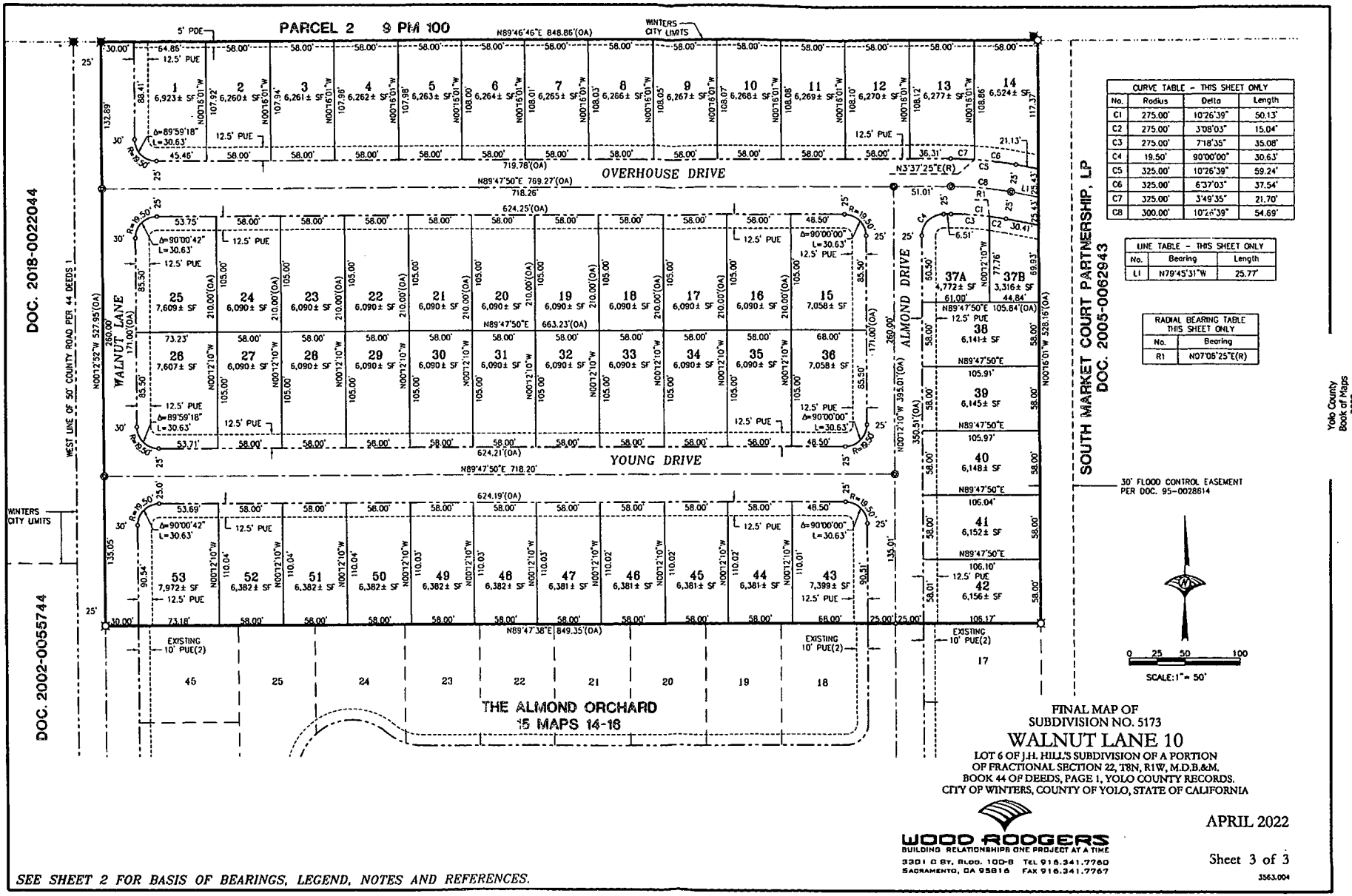
2022
Page 067



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

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

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

FINAL MAP OF
SUBDIVISION NO. 5173

WALNUT LANE 10

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

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SACRAMENTO, CA 95816 FAX 916.341.7767

Sheet 3 of 3

3563.004

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

TO: Honorable Mayor and Council Members

DATE: October 7, 2025

FROM: Cathy Mathews, Director of Administrative Services

SUBJECT: Resolution 2025-59 Authorizing the City of Winters to Access State and Federal Level Summary Criminal History Information

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RECOMMENDATION:
Staff recommends that the City Council adopt Resolution 2025-59 Authorizing the City of Winters to Access State and Federal Level Summary Criminal History Information.

BACKGROUND:

California law authorizes specific governmental and private organizations to conduct criminal offender record information background checks to help determine the suitability of individuals applying for licenses, employment, or volunteer positions. The City of Winters is a public agency and is authorized as an applicant agency. The City of Winters utilizes LiveScan for fingerprint background checks and has an assigned ORI (Originating Agency Identifier), which dictates the level of service for which the City has met the established qualifying criteria for a fingerprint-based background check and is authorized to conduct. The City made the request to add an FBI service level to the City's ORI and to add a title of "Solicitor" and submitted Resolution 2020-61, adopted by the Council on November 17, 2020. FBI reviewed Resolution 2020-61 and partially qualified our request as to Employment, Volunteers, and Contract Employees, and rejected "Solicitors and Vendors" as overly broad and undefined in terms.

DISCUSSION:

The City consulted the California Department of Justice in updating the Resolution. This Resolution will also include definitions in the Chapter 5.36 (Food Vendors) of the Winters Municipal Code, which was recently revised. To qualify Certified Registered Solicitors for access to FBI CORI pursuant to Pub. L. 92-544, the following terms have been narrowly defined within the resolution: "Solicitor," "Soliciting," "Registered Solicitor," and "Certificate of registration." To qualify Certified Food Vendors for access to FBI CORI pursuant to Pub. L. 92-544, the following terms have been narrowly defined within the resolution: "Food vending vehicle," "Mobile food vendor," "Public street or sidewalk," "Roaming sidewalk

vendor," "Sidewalk vendor," "Stationary food vendor," "Stationary sidewalk vendor" and "Vendor."

FISCAL IMPACT: None

RESOLUTION NO. 2025-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE CITY OF WINTERS TO ACCESS STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, certification or the issuance of permits; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment or the issuance of permits, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment the issuance of permits, or certification purposes; and,

NOW THEREFORE, the City Council of the City of Winters hereby resolves:

1. The City of Winters is authorized to access state and federal level summary criminal history information including information for employment (including volunteers and contract employees) and the certification or issuance of permits for a Certified Registered Solicitor and a Certified Food Vendor with the City of Winters, and may not disseminate the information to a private entity.

2. A “Certified Registered Solicitor,” for the purposes of this Resolution, includes:

“Solicitor” means an individual who goes from house to house, place to place, or on any street selling or taking orders for goods for future delivery, or for services in exchange therefor. The term “solicitor” does not apply to individuals who sell to or solicit orders from established businesses only.

“Soliciting” means and includes one or more of the following activities:

1. Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, or services,
2. Seeking to obtain prospective customers for the application or purchase of insurance of any type, kind or publication,
3. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers,

and every other type or kind of publication, or

4. Seeking to obtain gifts or contributions of money, clothing, or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation, or project.

“Registered Solicitor” means an individual who has obtained a valid certificate of registration as provided hereinafter, which certificate is in the possession of the solicitor while engaged in soliciting.

“Certificate of registration” must be obtained through a written application by every individual desiring to engage in soliciting within this municipality. The solicitor shall carry such a certificate. In addition to the certificate of registration, the city shall issue an identification badge to every solicitor. Every solicitor shall wear the badge in such a way that the badges may be easily read while doing business. If a badge becomes damaged or obscured, the solicitor shall return it to the city and receive another badge.

3. A “Certified Food Vendor,” for the purposes of this Resolution, includes:

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

“Mobile food vendor” means an individual who sells or offers to sell food or beverages from a motor vehicle on any public street.

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

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

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

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

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

“Vendor” means an individual who operates a food vending vehicle, stand or cart.

4. To the extent any provision established by this Resolution is inconsistent with any provision previously adopted by the City Council, it is the explicit intention of the City Council that the provisions adopted pursuant to this Resolution shall prevail.

5. If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

6. The City of Winters shall not consider a person who has been convicted of a violent or serious felony or misdemeanor eligible for employment (including volunteers and contract employees) and for certification or the issuance of permits

7. This Resolution shall replace Res. No. 2020-61 and take effect immediately upon adoption.

8. The City Clerk shall attest and certify to the passage and adoption thereof.

PASSED AND ADOPTED by the City Council of the City of Winters, this 7th day of October 2025 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS RECOGNIZING THE 25TH ANNIVERSARY OF THE LOWER PUTAH CREEK COMMITTEE

WHEREAS, the Lower Putah Creek Coordinating Committee (LPCCC) was established in 2000 under the Putah Creek Accord as a collaborative, multi-agency partnership to restore ecological flows and improve the health of Lower Putah Creek; and

WHEREAS, the LPCCC is governed by five Yolo County and five Solano County representatives, with representatives from the Putah Creek Council, City of Davis and UC Davis as the permanent core members for the Yolo side; and

WHEREAS, the LPCCC brings together cities, counties, UC Davis, the Solano County Water Agency, water districts, Putah Creek Council, the California Department of Fish and Wildlife, farmers, and riparian landowners to implement the Accord and coordinate science-based watershed restoration; and

WHEREAS, 2025 marks the 25th anniversary of the LPCCC and a quarter-century of collaborative leadership in implementing one of California's landmark environmental water settlements; and

WHEREAS, the LPCCC has led the restoration of over 20 miles of creek habitat by re-meandering channels, removing invasive species, replanting native vegetation, and reconnecting the stream to its historical floodplain; and

WHEREAS, LPCCC's science-based restoration has resulted in a significant increase in biodiversity, including the return of Chinook salmon, improvements in native fish habitat, and enhanced riparian conditions that support birds and wildlife; and

WHEREAS, LPCCC's leadership has transformed degraded sections of Putah Creek into functioning, connected habitat corridors supporting aquatic and riparian ecosystem health; and

WHEREAS, the 25th anniversary of the LPCCC honors the vision, leadership, and sustained collaboration of its member agencies, technical staff, Streamkeeper Max Stevenson, founding Streamkeeper Rich Marovich, and the many partners who have advanced the long-term restoration of Lower Putah Creek.

WHEREAS, the LPCCC's 25-year record of success demonstrates the long-term value of regional coordination, interdisciplinary science, and shared environmental stewardship in watershed management.

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

PASSED AND ADOPTED, this _____ Day of _____, 2025.

Council Member Richard Casavecchia	Council Member Jesse Loren
Council Member Carol Scianna	Mayor Pro Tem Bill Biassi

Mayor Albert Vallecillo

PROCLAMATION RECOGNIZING OCTOBER AS NATIONAL BREAST CANCER AWARENESS MONTH AND ACKNOWLEDGING THE LOCAL EFFORTS OF THRIVING PINK

WHEREAS, breast cancer is the most commonly diagnosed cancer among American women. It is estimated that 1 in 8 women will be diagnosed with breast cancer over the course of their lifetime, with over 3.8 million women now living in the U.S. with a history of breast cancer; and

WHEREAS, during National Breast Cancer Awareness Month, we renew our commitment to fighting this disease, providing education on prevention and early detection, and supporting those affected by breast cancer; and

WHEREAS, Thriving Pink, established in 2016 as a local 501c3 nonprofit organization, has a mission to help local breast cancer survivors thrive with a network of support and offers all programs and services at no charge to the community; and

WHEREAS, Thriving Pink volunteers represent breast cancer survivors, community members, business owners, and health and wellness professionals, who come together to make a difference in the lives of those in our community who are battling this disease; and

WHEREAS, Thriving Pink helps the breast cancer community from the time of initial diagnosis and throughout survivorship, providing individual financial grants for immediate and essential needs, and programs such as Pink Peer mentors for newly diagnosed individuals, the ProspeROSA program for Spanish speaking breast cancer patients, renewal retreats for those who have completed treatment, and wellness/educational workshops for all; and

WHEREAS, Thriving Pink has expanded outreach to underserved communities throughout Yolo County to meet increased needs with the vision that no one will go through breast cancer alone; and

WHEREAS, Thriving Pink is grateful for the caring and compassionate Winters community, whose support helps Thriving Pink continue to make a positive impact and difference in the lives of those diagnosed with this challenging and difficult disease; and

NOW, THEREFORE, the Winters City Council does hereby proclaim October 2025 as National Breast Cancer Awareness Month and recognize the outstanding support that Thriving Pink provides to local breast cancer survivors in our community.

PASSED AND ADOPTED, this _____ Day of _____, 2025.

_____	_____
Council Member Richard Casavecchia	Council Member Jesse Loren
_____	_____
Council Member Carol Scianna	Mayor Pro Tem Bill Biassi

_____

Mayor Albert Vallecillo

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: October 7, 2025

FROM: Cathy Mathews, Director of Administrative Services

SUBJECT: Resolution No. 2025-61 Approving a Memorandum of Understanding with the Winters Professional Firefighters Association, that includes a 4% General Salary Increase (GSI) retroactive to five (5) pay periods prior to ratification, a 4% GSI and 1% holiday differential increase for July 2026, a 4% GSI for July 2027, and other changes.

RECOMMENDATION:
Adopt Resolution No. 2025-61 Approving the Memorandum of Understanding with the Winters Professional Firefighters Association, that includes a 4% general salary increase (GSI) retroactive to five (5) pay periods prior to ratification, a 4% GSI and 1% holiday differential increase for July 2026, a 4% GSI for July 2027, and other changes.

BACKGROUND:
The current Memorandum of Understanding (MOU) between the City of Winters (City) and the Winters Professional Firefighters Association expired June 30, 2025; however, the terms and conditions within the MOU extend until a new agreement is approved by the City and the Association.

City Representatives have been meeting with the Winters Professional Firefighters Association, and have arrived at a tentative agreement, which the Winters Professional Firefighters Association has ratified. The redlined MOU is exhibit A of the Resolution (attachment 1 of to the staff report). The final/clean version will be distributed to the members and posted on the website with the date of this meeting, if approved by the City Council.

The agreement includes a 4% general salary increase for the positions noted below, retroactive to five (5) pay periods prior to ratification and approval of the MOU, and

subsequent 4% increases in July of 2026 and July of 2027.

	Monthly Base Wage				
	A	B	C	D	E
Fire Captain	$8,102	$8,507	$8,933	$9,379	$9,848
Fire Engineer	$7,332	$7,699	$8,084	$8,488	$8,912
Firefighter	$6,942	$7,289	$7,654	$8,037	$8,438

DISCUSSION:

Negotiations included:

- A three-year term.
- A 4% general salary increase (GSI) retroactive to five pay periods, a 4% GSI in July 2026, a 4% GSI in July 2027.
- Reduction of the Cafeteria allowance the city provides for Health benefits by $676 and an increase to base rate of pay for current employees.
- Reduction of the Medical opt-out provision for Association Members adequately covered by other California health insurance hired after ratification of the MOU (October 7, 2025), and a grandfathered provision for members hired on or before October 7, 2025; receiving the medical opt-out provision on October 7, 2025.
- An increase to the holiday differential of 1% effective with the pay period that includes July 1, 2026.
- Providing clarity on certain other areas of concern or practices.

In addition to the proposed compensation adjustments, other changes are noted in the red-lined document (Exhibit A of the Resolution). All dates were adjusted to reflect the current term.

Staff notes that minor administrative changes may be made to the attached document prior to execution. Still, no substantive changes will be made to any items that have been previously ratified by the Winters Professional Firefighters Association Employee Group or by the City Council following this recommended action.

FISCAL IMPACT:

The 4% general salary increase retroactive to five (5) pay periods prior to ratification and approval of the MOU, has been included in the FY 25-26 operating budget. Variable and

other costs that arise out of the transference of benefits to base wage carry a potential impact on the 2025-26 budget.

ATTACHMENTS:

1. Resolution No. 2025-61
    a. Exhibit A - Redlined MOU with the Winters Professional Firefighters Association

RESOLUTION NO. 2025-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE WINTERS PROFESSIONAL FIREFIGHTERS ASSOCIATION, THAT INCLUDES A 4% GENERAL SALARY INCREASE (GSI) RETROACTIVE TO FIVE (5) PAY PERIODS PRIOR TO RATIFICATION, A 4% GSI AND 1% HOLIDAY DIFFERENTIAL INCREASE FOR JULY 2026 A 4% GSI FOR JULY 2027, AND OTHER CHANGES.

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Winters ("City") and the Winters Professional Firefighters Association (Association) expired June 30, 2025; however, the terms and conditions within the MOU extend until a new agreement is approved by the City and the Association; and

WHEREAS, the Association and City management have reached a mutual agreement to the amendments to the MOU; and

WHEREAS, the MOU includes a 4% general salary increase (GSI) retroactive to five (5) pay periods prior to ratification; a 4% GSI and a 1% increase to the holiday differential effective with the pay period that includes July 1, 2026; and, a 4% GSI effective with the pay period that includes July 1, 2027; and

WHEREAS, the MOU includes a reduction in the allowance for health benefits and the medical opt-out provision with a negotiated general base rate increase and medical opt-out grandfather clause; and

WHEREAS, the members of the Association have ratified their MOU.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Winters does hereby approve the MOU with the Winters Professional Firefighters Association, attached hereto as Exhibit A and incorporated herein by this reference, effective October 8, 2025.

DULY AND REGULARLY ADOPTED this 7th day of October 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

Exhibit A
MOU with the Winters Professional Firefighters Association

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
PROFESSIONAL FIREFIGHTERS' ASSOCIATION

EFFECTIVE DATE October 8, 2025

APPROVED BY WINTERS CITY COUNCIL OCTOBER 7, 2025

RESOLUTION 2025-XX

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into ~~July 1, 2024~~ October 7, 2025 through June 30, 202~~5~~85 between the City of Winters (hereinafter referred to as City) and the City of Winters Professional Firefighters Association (hereinafter referred to as Association) pursuant to Government Code Section 3500 to 3510.

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the exclusive representative for the City employees in the following job classifications hereinafter referred to as "Employee(s)":

Firefighter
Fire Engineer
Fire Captain

This Memorandum of Understanding applies to regular employees hired to fill the positions listed above within the City of Winters Fire Department. This MOU does not apply to any volunteers who perform any services for the Fire Department in any capacity.

The City reserves the right to alter or amend these classifications.

ARTICLE 2 -ASSOCIATION AND CITY COUNCIL APPROVAL

Upon approval by the Association, this MOU will be submitted to the City Council and is of no force or effect until ratified and is adopted by the City Council.

ARTICLE 3 - MANAGEMENT RIGHTS

All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City; however, if any modification occurs that effects wages, hours or working conditions, the City shall notify the Association and meet and confer in good faith regarding the impact of such modifications. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

A. Manage the City and determine services to be provided.
B. Determine the necessity and amount of overtime required, and seasonally establish, modify, or change work schedules.
C. Direct the work force and hire, promote, demote, transfer, suspend, discipline, or discharge any employee and determine the administration of discipline.

D. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocations, sale, leasing, or closing of facilities, departments, divisions, or subdivisions thereof.
E. Determine the layout of buildings and equipment and determine control and use of City property, materials, and equipment.
F. Determine processes, techniques, methods, and means of performing work and institute changes in procedures.
G. Determine the size, character and use of inventories and accounting procedures.
H. Determine the financial policy, including accounting procedures.
I. Determine the administrative organization of the City, the size and character of the work force, and allocate or assign work to employees and determine duties to be included in any job classification.
J. Determine how new employees are selected.
K. Establish and judge quality and quantity standards.
L. Determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms.
M. Require employees, where necessary, to take in-service training courses during working hours.
N. Take any necessary action to carry out City responsibilities in cases of an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4 -ASSOCIATION RIGHTS

Pursuant to Article 2, the Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

ARTICLE 5 -ASSOCIATION DUES AND SECURITY

A. It is the intent of this Article to provide payroll deductions for Association members to be deducted from their warrants insofar as permitted by law. Following receipt of written certification from the Winters Professional Firefighters Association (WPFA) that it has and maintains voluntary dues deduction authorization forms from members in the unit, the City shall make payroll deductions and transmit to the Association WPFA dues in an amount to be determined by the Association and communicated to the City annually. Membership dues deductions shall be made in equal amounts over 24 pay periods, and a check for the total deductions shall be submitted to the Winters Professional Firefighters Association, at the end of each pay period.

B. The written certification from the Winters Professional Firefighters Association for Association dues deductions shall remain in full force and effect, unless revoked by written notice to the WPFA. Employee requests to cancel membership dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the City shall promptly cease Association dues deductions from the employee's paycheck.

C. An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.

D. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

E. The Association shall indemnify, defend and hold the City harmless from and against all claims, demands and liabilities and other actions relating to implementation and compliance with this Article.

F. Pursuant to Government Code Sections 3555-3557, an Association representative shall receive not less than 1O days' notice, from the City, in advance of a new hire orientation for represented classifications, except in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. During the time the employee is scheduled for orientation in the Personnel Office, a period of fifteen (15) minutes will be allowed to an Association representative to present information about joining the Association.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

The City and Association agree that it is mutually beneficial to resolve differences through negotiation. During the term of the MOU the City agrees that it will not cause a lockout of employees and the Association agrees that it will not sanction or cause a strike, slowdown, sickout, and stoppage of work or other job action. Compliance with the request of other labor organizations is included within this prohibition.

ARTICLE 7 - LAYOFF PROCEDURES

In the event of work force reduction, an employee with the least seniority shall be laid off first. "Least seniority" is determined by date-of-hire with the exception of employees on initial probation.

A. Employees shall be given at least forty-five (45) days notice prior to layoff. Employees on probation can be laid off without regard to seniority order or noticing.

B. The order of layoff of employees shall be as follow: Temporary part-time employees; Probationary employees; Permanent employees. Part-time employees shall be laid off before full-time employees.

C. No new employee shall be hired in the Firefighter, Engineer and Captain Classification until employees on layoff have been given the opportunity to return to work. Such employees shall be rehired or reinstated to the previous position in reverse order of layoff.

D. Probationary employees may be rehired without regard to seniority order, only after regular employees have been rehired. Reinstatement must be exercised within twenty (20) workdays after the City deposits written notice from layoff in the United States mail addressed to the employee's last known address by Certified Mail - Return Receipt Requested.

E. Employees who are in the laid off status must maintain all certification for the position they previously held to be considered eligible for rehire. The rehire list shall be maintained for a maximum of 24 months.

ARTICLE 8 - BASE WAGES AND STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION

A. Base Wages and Merit Steps:

Effective retroactive to ~~four~~ five (~~4~~5) pay periods prior to ratification and approval of this MOU, the City will pay Winters Professionals Firefighter Association members a ~~three~~ four percent (4~~3~~%) Base Wage General Salary Increase (GSI). Retroactivity will be paid in a lump sum, true up payment not later than the second pay ~~period~~ date after ratification and approval of this MOU.

Effective the pay period including July 1, 2026, the City will pay Association members a 4% Base Wage General Salary Increase (GSI).

Effective the pay period including July 1, 2027, the City will pay Association members a 4% Base Wage General Salary Increase (GSI).

	Monthly Base Wage				
	A	B	C	D	E
Fire Captain	$8,102	$8,507	$8,933	$9,379	$9,848
Fire Engineer	$7,332	$7,699	$8,084	$8,488	$8,912
Firefighter	$6,942	$7,289	$7,654	$8,037	$8,438

DELETE OLD TABLE BELOW

Position	A	B	C	E	E
Captain-Fire	$ 7,674	$ 8,058	$ 8,462	$ 8,884	$9,328
Engineer-Fire	$ 6,797	$ 7,138	$ 7,495	$ 7,869	$8,263
Firefighter	$ 6,519	$ 6,845	$ 7,187	$ 7,547	$7,925

Within the range, all step advancements will be considered on an employee's anniversary date and if an increase is granted, it shall be effective as of the anniversary date. Step increases shall be based on work performance and completion of required length of service in the previous step. New employees will normally be hired at the "A" step. Employees shall spend at least one (1) year in a particular step before being considered for further Step increases; however, the Fire Chief may advance a probationary employee to "B" step at six (6) months, with a corresponding change in anniversary date. The time required for step advancement shall be extended by any time spent on leave of absence pursuant to Article 19.

B. Benefits - The City provides the following benefits pursuant to the terms and conditions noted. Monthly benefits shall be prorated for any partially worked month. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.

1. Uniform Allowance- Each employee in the Fire Department shall be eligible to receive new uniforms annually purchased by the City of Winters, and report to CalPERS in an amount not to exceed $1000 annually. The City shall report Uniform Allowance to the California Public Employees' Retirement System (CalPERS) monthly, or on a per pay period basis, and in accordance with the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA), and applicable regulations.

2. Bilingual incentive - An employee who routinely and consistently is required to communicate in both English and Spanish and holds a current Spanish language Proficiency Certification pursuant to department/City standards, shall receive a bilingual pay incentive in the amount of two hundred and twenty-five dollars ($225) per month. To the extent permitted by law, bilingual premium pay for those who routinely and consistently are required to use communication skills in Spanish will

be treated and reported as pensionable special compensation. The parties, however, further agree that CalPERS makes the final determination of the reportable status of this pay.

3. Health, Dental, & Vision Insurance -

a) The City contributes a monthly amount to each full- time employee under the City's Section 125 plan ("Plan") for any benefits offered under the Plan including medical, dental, & vision. The allowance for which the employee will be eligible shall be based on the coverage level which the employee enrolls for medical insurance as set forth below:

Health Coverage Level	Monthly Allowance
Employee Only	$950
Employee +1	$1,629
Family	$1,967

The employee shall be responsible for any cost in selected benefits in excess of the allowance, but such out-of-pocket costs shall be made on a pre-tax basis by payroll deduction.

Effective each January 1st, the City shall increase the allowance from the prior year by up to 4% of the aggregate increase in the monthly premiums (not to exceed actual cost) for: (a) the CalPERS Kaiser Permanente plan in the CalPERS "Region 1", (b) dental plan and (c) vision plan, from the prior year

(b) Medical Opt-Out Waiver. Employees who are adequately covered by other California health insurance may opt out of City-sponsored health insurance once per year during the open enrollment period. Eligible employees must complete the City's Opt-Out form and provide written proof of qualifying medical coverage. Employees who opt -out of City-sponsored health insurance will receive five hundred dollars ($500) per month in lieu of health premiums. The net, after deduction of other non-health insurance cafeteria plan benefits will be reported as taxable earning on the employees' check.

(c) Grand Fathered Opt-Out - Employees receiving the opt-out allowance on the date of ratification of the MOU, will receive the grandfathered amount of $950 monthly. The net, after deduction of other non-health insurance cafeteria plan benefits elected by the employee, will be reported as taxable earning on the employees' check. A grandfathered employee who enrolls in City medical and returns to Opt-Out during the term of the memorandum of understanding, (through June 30, 2028), will receive the grandfathered opt-out rate of nine hundred and fifty dollars ($950) per month. A grandfathered employee who enrolls in City medical and returns to Opt-Out on or after July 1, 2028, will not be able to return to Opt-Out at the grandfathered rate.

(d) Miscellaneous. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Association.

~~(e) .Cafeteria Allowance (Effective January 1, 2022). The City shall make a monthly allowance available to each full-time employee under the City's Section 125 plan ("Plan") for the purchase of any benefits offered under the Plan including medical, dental, vision and supplemental insurance coverage. The allowance for which the employee will be eligible shall be based on the coverage level in which the employee enrolls for medical insurance as set forth below:~~

~~Coverage Level~~	~~Monthly Allowance~~
~~Employee Only~~	~~$1,399.00~~
~~Employee +1~~	~~$1982.00~~
~~Family~~	~~$2273.00~~

~~Any portion of the monthly allowance that is not allocated towards the purchase of benefits under the Plan shall be paid to the employee as taxable wages. Effective January 1, 2022 and every year thereafter during the term of this agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for: (a) the CalPERS Kaiser Permanente plan in the CalPERS "Region 1", (b) dental plan and (c) vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the allowance, but such out-of-pocket cost shall be made on a pre-tax basis by payroll deduction.~~
~~Prior agreements permitted some employees to receive a greater cafeteria allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid on the next pay period following ratification of this MOU to help ameliorate the loss of the previous benefit. All such bridge payments are subject to applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.~~

~~(a)Medical Opt-Out Amount (Effective January 1,2022). Employees eligible for the Allowance pursuant to the preceding section that are covered by another group health plan may receive a monthly taxable payment equal to The "Employee Only Rate"in lieu of the Allowance. Employees may elect this option by completing an opt-out agreement provided by the City and providing satisfactory proof of enrollment of the employee and his or her spouse and dependents, if any, in an alternative group health plan. This election will only apply for the calendar year in which it was made. A new opt-out election must be made each calendar year during open enrollment to be eligible to receive the opt-out amount. Employees who opt out of medical, may purchase dental, vision, and supplemental insurance through the City.~~

~~(b)~~(a)

4. Public Employees Retirement System (PERS) -

Employees shall join the PERS system as a condition of employment.

Tier One Retirement Formula
Safety Employees hired prior to January 1,2013 will receive 2%@50 with a three Year average compensation formula.

Tier Two Retirement Formula
Safety Employees hired after January 1, 2013 will receive 2.7%@57 with a three Year average compensation formula.

5. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The employee shall pay the employee's contribution to Social Security on the employee's applicable wages. The City shall pay the City's contribution on applicable employee wages.

6. Education Incentive -An employee who provides evidence of having received a degree from a recognized college/university or a POST certificate which the City deems appropriate to the needs of the job being performed shall receive incentive pay as indicated.

CERTIFICATE/EDUCATION	WAGE INCREASE
AA/AS Degree	4% above base wage
BA/BS Degree	10% above base wage

Upon completion of a course, the City will reimburse up to $1,000 per semester, per employee, toward continuing college education relevant to the needs of the job being performed. Employees must earn a "pass" in a pass/fail or a "C" or better grade to be eligible for reimbursement. Employees seeking to be reimbursed must receive approval from the Fire Chief prior to enrolling in the course of study.

7. Longevity Recognition - An employee who has completed five (5) consecutive years employment is eligible to receive an amount equal to one-half (1/2) month's base wage during the sixth (6th) year and every year of service thereafter until the employee leaves City service. Payment shall be made on the employee's full time hire date.

8. Jury Duty- Employees may be excused from the regular responsibilities of their position when called for jury duty. Employees called for jury duty shall notify the Fire Chief of the call. If, in the opinion of the City, the absence of the employee would result in undue disruption of work, the City may direct the employee to request an exemption from jury duty. An employee shall not suffer loss of pay or benefits while

actually serving on jury duty. All court approved jury pay received by the employee shall be remitted to the City.

9. Deferred Compensation - An employee who has increased their personal deferred compensation contribution in to a deferred compensation plan offered by the city, the City will contribute up to $500.00 annually. (Frozen at this time)

10. CALGOVEBA - For Safety Employees hired prior to July 1, 2019 The City will annually deposit $2,500 in to an account for each employee with California Government Voluntary Employees' Beneficiary Association (CALGOVEBA) July 1st of each year.

11. The City shall pay the cost of Long-Term Disability Insurance and the cost of a $50,000 Life Insurance Policy for each employee in this Association.

C. SALARY PLAN ADMINISTRATION

1. Employees shall be paid according to a bi-weekly payroll plan which has bnhgyttwenty- six (26) pay periods in a calendar year.

2. Employees shall normally be paid by twelve noon (12:00 noon) on or before every other Wednesday.

3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave provided a written request is submitted to the Administrative Services Department at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck, based on straight time hours.

4. Work performance evaluations shall be completed by the employee's supervisor prior to the employee's anniversary date. At this time, consideration may be given for a merit step advance. The evaluation shall include the following elements:
    a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review and without the acknowledgment of both the supervisor and employee. However, an addendum by the superior officer may be attached with the acknowledgement of the employee.
    b. A discussion between the supervisor and employee on the content of the performance evaluation.
    c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written acknowledgement by a reviewing official, shall become attached to the evaluation. If the evaluation is satisfactory or better the employee can be

granted a merit increase provided that an increase does not exceed the established range. If the evaluation is below standards, a step increase may not be granted. A withheld step increase may be granted following any subsequent review period of satisfactory work performance.by the employee. The review period shall be no less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENT, AND PROMOTION

A. Probation - The probationary period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employer/employee relationship if work performance or adjustment to the City does not meet the expectations of the employee or the City.

1. All original appointments shall be tentative and subject to a probationary period of twelve (12) months for an employee.
2. The probationary period may be extended up to six (6) months in two (2) three (3) month increments as a result of an employee's unfavorable job performance as determined by the Fire Chief. The probationary period may be extended for any leave of absence granted.
3. During the probationary period, an employee will be evaluated every four (4) months. If an employee is under an extended probation the evaluations shall be given each month during the extension.

B. New Classifications - The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.

C. Reclassification - Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City.

D. Temporary Acting Appointments - The City may temporarily appoint an employee to an acting capacity in a higher job classification. Acting capacity is for long term (greater than 30 day) assignments. The employee shall receive 5% above their current base pay or step A of the position being filled, whichever is greater.

1. Acting appointments will not continue beyond six (6) months except by mutual agreement of the City and employee.
2. An employee having served in an acting capacity and subsequently promoted to the position shall establish a new anniversary date as of the first date of formal promotion.

E. Promotion - The City may advance an employee to a job classification having a higher base wage range.

1. A promoted employee shall receive an increase to the next higher wage step above that currently held provided that the increase does not exceed the wage range established for the promoted classification.
2. A promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification

previously held at the same wage step the employee had prior to the promotion.

3. Nothing in this section shall be construed as limiting the City to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

F. Acting Battalion Chief - The Fire Chief may appoint an eligible Captain to fulfill the role of Battalion Chief on an on-call basis, where needed to ensure coverage. The Captain will receive the amount of $50 per shift whenever assigned on-call duty as Battalion Chief. No additional compensation is provided (other than appropriate hourly compensation at the applicable hourly rate), in the event the Captain is called to report to an incident or otherwise report to duty.

G. Callback- An employee who is called back to work while off-duty will be compensated at the overtime rate of a minimum of three (3) hours or until being released from the duty officer or Station Captain, whichever is greater. When call back occurs within three (3) hours of the start of the employee's next scheduled shift overtime compensation will continue only until the employee's next scheduled shift

ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are confidential; however, certain personnel records may be released to the public in accordance to applicable law. Access to personnel records shall be limited to the City Manager, Human Resources Manager and the Fire Chief or their designee in accordance to applicable law. An empioyee and/or their representative, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours (8:00 A.M. - 5:00 P.M., Monday through Friday). An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file.

ARTICLE 11 - HOURS OF WORK

A. Fire Suppression personnel shall work 48/96 schedule with a work period of 28 days under section 207k of the FLSA.

B. The normal workday for Fire Suppression shift personnel is twenty-four (24) hours and 8 hours for non-shift personnel

C. Fire Suppression personnel assigned to Fire Operations Shift shall work a fifty-six
(56) hour work week on a 48/96 work schedule with shift changes made at 8:00 AM.

D. Duty Schedule & Rotation - Employees assigned to On Call Duty status will be on a 24-hour duty schedule on a weekly basis as scheduled by the Fire Chief.

E. Alternate 40 hours Work Schedule: Fire suppression personnel may be assigned to a 40-hour work week as determined by the needs of the department and the

Fire Chief.

F. Minimum / Mandatory staffing (policy 208)

The Winters Fire Department shall maintain at least a minimum or "critical" daily staffing level of one Fire Captain/EMT and one Firefighter on duty.

A full-time and qualified employee at the rank of Engineer or Firefighter may fill in as an Acting Captain when needed and approved by the Fire Chief.

It shall be the primary responsibility of the Fire Chief to oversee the scheduling of career personnel. The shift Captain will have the authority to fill a vacancy caused by an employee calling in sick for work or while an employee is in training or attending a department meeting. Coverage for training and meetings must be authorized in advance by the Fire Chief.

The Fire Chief or designated Operations division shall oversee the scheduling of Volunteer/Reserve personnel. The Shift Captain will have the authority to fill a vacancy(s) caused by an employee calling out sick for work, or coverage while a Volunteer/Reserve employee is in training or attending a department meeting.

The Fire Chief may contact career personnel through the use of Active 911. Intime Scheduling, phone or email communications for notification of vacancies.

Captains shall have first priority to fill shift vacancies at the captain level. Captains can fill vacancies at the Engineer or Firefighter rank with approval from the Fire Chief. Captains shall utilize Active 911. In Time Scheduling, phone and/or email communications to fill vacancies through the Volunteer/Reserve personnel.

The Fire Chief may designate personnel to a mandatory shift to ensure minimum staffing levels are maintained at all times. The Fire Chief shall make a concerted effort to relieve the unscheduled career staff through the Volunteer/Reserve program as personnel become available.

Staff will maintain a list for Captain overtime and mandatory staffing overtime to ensure that overtime and minimal staffing requirements are met and shared equally among staff.

ARTICLE 12 - OVERTIME

The Professional Firefighters Association acknowledges. the City's adoption of the FLSA 207K work period of 28 days creating and FLSA overtime threshold of 212 hours each 28 days. For eight (8) hours employees, the work period is seven (7) days/forty (40) hours. Overtime shall be paid at one and one-half (1.5) times the employee's regular rate of pay. Hours shall not include any leave of absence.

City agrees to meet and confer within 180 days after ratification and approval of this MOU review the 207k work period 24 vs 28 days.

ARTICLE 13 -SICK LEAVE

A. Employees shall accrue sick leave at the rate of 11.2 hours per month for each calendar month of service. Sick leave time shall accrue on a per pay period basis. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. There shall be no limit to the amount of sick leave accrued.
B. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
C. Employees shall not accrue sick leave when they are not in a City-paid leave status.
D. After three (3) consecutive shifts, a physician's certificate or otherwise may be required to determine the adequacy of reasons for the sick leave absence.
E. Bereavement Leave - Up to three (3) consecutive shifts may be granted per incident for death or illness involving members of an employee's family defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother or father-in-law, and aunt or uncle. Evidence of family relationship may be required before such sick leave is granted. Use of Bereavement Leave shall not be counted as part of the sixty-seven (67) hours Incentive Sick Leave Bonus but will be subtracted from accrued sick leave.
F. If an employee dies in the line of duty, that is carrying out their duties and responsibilities during a work shift, then the employee's designated beneficiary shall receive fifty (50) percent of the employee's accumulated sick leave in straight time pay. The formula for such a payment is:

Accumulated Leave X Base Hourly= Sum Total of Payout
Wage

G. Employees having ten (10) years or more of service with the City, upon retirement may receive straight time pay for one third (1/3) of their accumulated sick leave hours, up to 320 hours. Any remaining unused sick leave is reported to CalPERS for consideration of service credit per GOV§ 20965. CalPERS makes the determination as to applicability.

H. Catastrophic Illness and Injury
Upon request of an employee and upon approval of the City Manager, sick leave credits may be transferred from one or more employees to another employee due to a catastrophic illness, under the following conditions:
1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child,
2. The receiving employee has exhausted all leave credits,
3. The donations must be a minimum of eight (8) hours and in additional eight (8) hour increments

Because of the time necessary to meaningfully meet and confer on this Article and the intersection of this Article with the City's Personnel Rules, the parties agree that within six (6) months of ratification and approval the parties will reopen this Article 13(H), and the new language will be updated in the City's Personnel Rules & Regulations.

ARTICLE 14 – HOLIDAYS

A. The City observes the following holidays:

1. New Year's Day
2. Martin Luther King's Day
3. President's Day
4. Caesar Chavez Day
(Recognized Only- Monday through Friday)
(No additional day off if falls on Saturday or Sunday)
5. Half Day Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. December 24th
13. December 25th

Each unit member will receive a Holiday Differential as compensation for the holidays specified *above* on a bi-weekly basis regardless of whether or not the unit member is scheduled to work on a City observed holiday as part of their regular schedule. The differential will be based 6% (percent) of the member's straight time base payrate, paid in every pay period. Effective the pay period including July 1, 2026, the differential will increase to 7% of the member's straight time base payrate.
Unit members shall not earn any additional holiday pay above and beyond this differential. ~~City and Association commit to meet and confer regarding the 6% differential no later than 180 days after adoption of the MOU. Any proposal as a result of that review~~

~~will be brought to Council~~.

	Holiday Differential 6% of Base Wage				
	A	B	C	D	E
Fire Captain	$486	$510	$536	$563	$591
Fire Engineer	$440	$462	$485	$509	$535
Firefighter	$417	$437	$459	$482	$506

Every employee covered by this MOU shall receive one (1) floating holiday per fiscal year. Employees shall receive credit for one floating holiday on July 1. A new employee, if hired before December 31st, will receive (1) floating holiday upon hire. If an employee fails to take their floating holiday off, between July 1 and June 30, the employee will forfeit their floating holiday credit. This floating holiday has no cash value and may not be cashed at separation. Each floating holiday is equivalent to one workday (one 24-hour shift or one 8-hour shift) and cannot be broken by hours

ARTICLE 15-VACATIONS

A. Employees shall earn paid vacation leave on a pro rata basis each pay period during the month. Employees will earn vacation based upon length of government service years as full-time employees. Employees accrue the following amounts on a yearly basis, accrued on a pro rata basis each pay period.

40-hour week employee		24-hour shift employee	
0 - 3 years	96 hours	0 - 3 years	134 hours
4 - 6 years	120 hours	4 - 6 years	168 hours
7 - 9 years	136 hours	7 - 9 years	190 hours
10 - 12 years	160 hours	10-12 years	224 hours
13-16 years	176 hours	13-16 years	246 hours
17 - 22 years	200 hours	17 - 22 years	280 hours
23 + years	216 hours	23 + years	302 hours

B. Vacations shall be scheduled by the employees with the approval of the Fire Chief, and with regards to the needs of the City. Preference in scheduling shall be based on seniority.

C. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation balance. Vacation leave shall not be granted to an employee after separation from City service.

D. Employees granted an unpaid leave of absence or absent from duty when not authorized by the City shall not earn vacation leave.

E. In the event that a holiday occurs during an employees scheduled vacation leave, that holiday shall not be considered as vacation leave.

F. With approval of the City Manager, employees may cash in up to 80 hours of their accrued vacation hours per year providing the employee takes at least one week off.

G. An employee separated from City service shall be compensated for vacation hours on the books.
H. All employees shall take at least two consecutive shifts away from the job each year, which can be a combination of vacation and a floating holiday.

ARTICLE 16 -TRAINING SCHOOLS/FEES

A. If, as a condition for continued employment, the City requires attendance at a school or training establishment and fees are charged, such fees shall be paid by the City.
B. The City will make available a City vehicle to travel to and from training. If no City vehicles are available, and upon approval of the Fire Chief, the employee may drive their personal vehicle and be compensated mileage to and from the Fire Department to the training location according to the City's Travel Policy.
C. Employee's utilizing a City vehicle to travel from their residence to the training location will not be compensated time unless the training location is in excess of 50 miles from the Winters Fire Department.
D. If the employee opts to drive their personal vehicle from their residence to the training location in lieu of a City vehicle, mileage and travel time will not be compensated.

ARTICLE 17 -TIME OFF TO EMPLOYEE REPRESENTATIVES

The City shall allow two (2) Association employees time off from normal duties without loss of compensation or benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. In no case shall any overtime be paid for such meeting and conferring.

ARTICLE 18 -WORKERS' COMPENSATION INSURANCE

Worker's compensation Benefits shall be provided in accordance with State law, Yolo County Public Agency Risk Management Insurance Authority and any other applicable rules and regulations.

A. Industrial Injuries and Accidents.
   1. Employees shall report any work-related injury or illness which requires medical treatment to the appropriate department supervisor a soon as physically possible. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it into the Administrative Services Department.
   2. Employees shall report any work-related injury or illness which does not require medical treatment to the appropriate department supervisor as soon as possible, in any event by the end of the employee's shift during which the injury or illness occurred. Supervisors must complete, by law, an OSHA Form 301 incident

report and turn it in to the Administrative Services Department.

B. Accident Reporting. Employees shall report any accident which results in any injury or property damage to other parties to the appropriate department supervisor as soon as physically possible.

C. Medical Treatment. Any employee suffering from any work-related injury or illness which requires emergency medical treatment shall immediately seek such treatment from a City designated physician or medical facility.

D. Leave of Absence for Industrial Disability Qualification. An employee suffering a work-related injury or illness which disables that employee from the performance of regular job duties, may request a leave of absence for industrial disability. Such a request may be submitted in the form of a worker's compensation claim. Any dispute regarding such claim shall be resolved in the appropriate jurisdiction as defined by statute or policy.

E. Compensation for any employee on a leave of absence pursuant to the worker's compensation sections of the California Labor code may have accumulated sick leave, vacation, and compensatory hours prorated to supplement temporary disability compensation payments provided that the total amount does not exceed the employee's base monthly salary.

F. Temporary light duty. The City may make jobs available for the employee who can perform light duty assignments approved by the employee's physician and the City.

ARTICLE 19 - LEAVE OF ABSENCE

A leave of absence is time away from work at the request of the employee. As used in this Article, leave of absence does not include vacation, compensatory time off, sick leave, industrial disability, holiday, or administrative leave.

A. An employee who has successfully completed the original probationary period may request, and the City may grant, a leave of absence. Requests for leave in excess of thirty (30) days must be approved by the City Manager (Inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence). The City provides leaves of absence to eligible employees as required by law.

B. Employee use of leave of absence for purpose other than that requested shall be considered as an employee's automatic resignation from City service.

C. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits.

D. An authorized leave of absence shall not be deemed a break in City service.

E. As approved by the Fire Chief an employee may return to work prior to the expiration of a leave of absence.

F. Military leave shall be granted in accordance with the provision of appropriate law. The City shall be allowed the opportunity, within the limits of law and military regulations, to determine when such leave shall be taken.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

No regular employee who has completed the applicable probationary period shall be disciplined or discharged without just cause. Any investigations of possible misconduct shall be conducted in accordance with the applicable provisions of the FBOR, including a grant of immunity where required as a condition of participation.

A. Purpose.

1. To provide regular permanent Fire Department employees covered by the FBOR and who are subject to disciplinary actions with all rights to which they are entitled under the Constitution of the Unites States, the Constitution of the State of California and State and Federal Law including California Government Code and the Firefighters Bill of Rights.
2. To provide an orderly procedure for notice, pre-action response meetings (Skelly), administrative review of minor disciplinary action and formal hearing on appeal of major disciplinary action.

B. Definitions.

1. Punitive Action: Any action as defined in the FBOR that can lead to dismissal, demotion, suspension, reduction in pay, written reprimand, or transfer for purposes of punishment.
2. Parties: The affected employee, the appointing authority or other members of supervision and management.
3. Response (Skelly) Meeting: An informal meeting in which the employee has the opportunity to respond to proposed punitive action prior to implementation. (The response normally is to a person with authority to rescind the proposed actions.)
4. Hearing: A formal hearing held following an appeal of an employee of punitive action taken by the appointing authority.
5. Notice: Notice shall be given by personal delivery or by certified mail or, upon mutual agreement of the parties, by fax followed by regular mail.
6. Service/Receipt of Notices/Orders. The date of service/receipt of notices/orders shall be that date when the notice/order is actually received by the employee or that date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits within this section.
7. Day. All days are calendar days unless otherwise specified.

C. Oral or Written Reprimands.

1. Issuance of Reprimands. When the Department Head or immediate supervisor determines more severe action is not immediately necessary, an oral or written reprimand can be prepared detailing the deficiency or problem. If the reprimand is put in writing, a copy is to be filed in the employee's personnel file after being signed by and a copy given to the employee. Refusal to sign shall be noted before filing. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion, and discharge.
2. Removal of Reprimand. A written reprimand shall remain in an employee's file for a period of three (3) years. A written reprimand may be withdrawn from an employee's official personnel file after two (2) years from the date of issuance by

making a written request to the Fire Chief. Approval of removal will be based upon improved performance. A documented oral counseling shall remain in an employee's file until the next evaluation period.

D. Time Limits
   1. Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing.

E. Exclusive Procedure.
   1. This procedure shall be the exclusive procedure for taking, disciplinary actions and appealing disciplinary actions against regular permanent employees. This process does not apply to informal efforts, including oral counseling, taken to address performance issues.
   2. The provisions of this disciplinary procedure shall supersede the procedures of the City ordinances or policies.
   3. Punitive actions shall be subject to appeal only as outlined in this article.

F. Notice of Proposed Punitive Action.
   1. The employee shall be given written notice of a proposed Punitive Action not less than five (5) days in advance of the date the action is proposed to be taken.
   2. In an emergency situation, an employee may be suspended with pay or temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken (subject to the provisions of applicable law).
   3. The notice shall contain:
      a. The reasons for the proposed action, including the rule(s) or regulations(s) or ordinance(s) violated and a complete explanation of the reasons.
      b. An explanation of the charges and the recommended action.
      c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney, at the meeting with the appointing authority (or his/her designee).
      d. The date and the time of the response meeting with the appointing authority (or the appointment authority's representative) during which the employee and his/her representative shall have an opportunity to refute the charges or present facts which may not be known to management. The stated time and date herein may be moved to accommodate the employee's representative and agreed to by both parties.
      e. If the employee chooses not to participate in the response meeting and prefers to advance to appeal, he/she shall notify the appointing authority of his/her decision in writing. If no written response or request to advance to an appeal is received by the appointing authority by the time scheduled for the response meeting and the employee fails to participate in the response meeting, the appointing authority may proceed to implement the proposed action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a

failure to exhaust administrative remedies.

f. Accompanying material. Copies of material on which the proposed discipline and recommendations are based shall accompany the notice.
g. The employee may copy and inspect his/her personnel file.

G. Scheduling.

The date and time for the response meeting may be rescheduled for good cause upon mutual agreement of the parties. If a response meeting is rescheduled after the proposed date of the imposition of the disciplinary action, the appointing authority shall not take the proposed action until after full consideration of the information presented at the response meeting.

H. Response (Skelly) Meeting.

1. At the time and place set for the meeting giving the employee opportunity to respond, the employee may respond either orally and/or in writing, personally, or with a representative.
2. Neither the representative of the appointing authority nor the employee shall be entitled to call witnesses or take testimony.
3. At the meeting, the representative of the appointing authority may consider information contained in the charges and recommendations and other information, as well as information presented by the employee or his/her representative.

4. At the conclusion of the response meeting or within ten (10) days, the representative of the appointing authority shall issue an order, taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:

    a. An explanation of the basis for the action;
    b. The charges upheld or not upheld;
    c. The effective date(s) of the imposed discipline if any;
    d. A list of items upon which action is based; and
    e. Notice of the employee's right to appeal.

I. Appeal of Punitive Action.

1. If an employee has requested and participated in a response meeting with the Appointing Authority as set forth above regarding or notified the appointing authority of his/her desire to advance to appeal, the employee shall have the right to appeal the Appointing Authority's Punitive Action. Such appeal may include the severity of the penalty imposed.
2. Nothing in this subsection shall prohibit a firefighter from exercising his/her rights under applicable law and/or the Firefighter Bill of Rights.
3. Filing of an appeal shall not stay the effective date of the order of disciplinary action.
4. A written demand for an appeal and hearing must be served on the Appointing Authority by the employee or his/her representative within ten (10) days of receipt of the Appointing Authority's order affirming, reversing or modifying the proposed major disciplinary action.
5. The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to an appeal hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.
6. The demand for hearing shall include:

The specific grounds for appeal; and copies of materials on which the appeal is based.

7. Upon receipt of the written request for a hearing, the City shall schedule the matter for hearing consistent with the Administrative Procedures Act and the informal or formal hearing procedures listed below. The employee and Appointing Authority shall have the opportunity to present evidence and argument related to the Punitive Action.
8. Hearing Procedure:

    a. <u>Informal Hearing Procedure:</u> The following informal hearing procedure shall be utilized for an appeal of a punitive action involving a written reprimand and a transfer for purposes of punishment (not involving a loss in pay). The Fire Chief or the Fire Chiefs designee shall be the presiding officer. The hearing shall be conducted as a full evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, and cross examine opposing witnesses, the right to counsel, and findings to support the decision. The formal rules of evidence do not

apply, although the Fire Chief or the Fire Chiefs designee shall have discretion to exclude evidence which is incompetent, irrelevant, or cumulative, or the presentation of which will otherwise consume undue time. The hearing shall be tape recorded, with the cost borne equally by the parties. The firefighter may be presented by a representative of his or her choice, with all costs of such representation borne by the firefighter. The decision of the Fire Chief or the Fire Chiefs designee shall be in writing and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by section 1094.6 of the Code of Civil Procedure.

b. Formal Hearing Procedure: The following formal hearing procedure shall be utilized for an appeal of a punitive action involving a dismissal, demotion, suspension, and reduction in salary. The City shall obtain a hearing officer who is an administrative law judge on staff of the State Office of Administrative Hearings (referred to here as the ALJ). The ALJ shall preside at the appeal hearing, rule on the admission and exclusion of evidence, and determine and rule on all matters of law, both procedural and substantive. In conducting the appeal hearing, the ALJ shall follow the provisions set forth in section 11513 of the California Government Code. In all respects, the conduct of the hearing will be conducted in compliance with the California Administrative Procedures Act. The ALJ, within fifteen (15) calendar days of the conclusion of the hearing (and submission of briefs, if any), render a proposed written decision and/or order and shall submit it to the City Manager. Within 60 days of receiving the ALJ's proposed decision, the City Manager may take any of the following actions:

(1) Adopt the proposed decision in its entirety;
(2) Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision;
(3) Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the City Manager under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision;
(4) Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, he or she shall prepare a revised proposed decision based on the additional evidence and the transcript and other papers that are part of the record of the prior appeal hearing. A copy of the revised proposed decision shall be furnished, and the decision shall be served to each party and his or her attorney.
(5) Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties the City Manager may decide the case upon the record without including the transcript.

10. The City Manager's decision will be reduced to writing and shall be final and binding on the parties. The City Manager's written decision shall be served on the parties in accordance

with Code of Civil Procedure 1094.6 and the decision shall be subject to judicial review pursuant to Code of Civil Procedure section 1094.5.

ARTICLE 21 - STRIKE TEAM ASSIGNMENTS AND COMPENSATION

Employees assigned to an engine or a strike team within the State Mutual Aid or Officer of Emergency Services Mutual Aid system shall receive full salary as if he/she is at work at the station. The remaining personnel shall be required to pick up the On-Call Duty Schedule while the emergency exists.

ARTICLE 22 - OUTISIDE EMPLOYMENT

(A) The intention, construction and application of this Section shall be to provide guidelines for employees who wish to secure outside employment so that such outside employment does not create the appearance and/or existence of a conflict of interest and/or incompatible activities involving an employee's obligations and responsibilities to the City. Each situation will be determined based upon all factors relevant to that particular situation.

(B) Outside employment is defined as any paid employment performed by an employee in addition to his/her job with the City.

(C) An employee contemplating outside employment shall notify the Fire Chief in writing in advance of commencing such employment. Any employee currently holding outside employment shall so notify the appointing authority. Any new hire shall disclose any outside employment. The notification shall contain the name of the employer (or statement of self-employment), the hours worked, and the nature and duration of employment.

The Fire Chief shall evaluate the outside employment and either approve or disapprove. The Fire Chief shall disapprove outside employment if the employment creates an actual or perceived conflict of interest with the employee's assigned duties. The Fire Chief can provide a conditional approval, setting forth the circumstances under which the approval is provided. If outside employment is disapproved or if the conditions are subsequently not satisfied, the employee shall cease outside employment and shall provide supporting written confirmation.

(D) In considering outside employment, the Fire Chief shall consider all relevant factors, including but not necessarily limited to the following:

(1) Whether such employment would interfere with or be inimitable to the efficient performance of the employee's duties with this City.

(2) Whether such employment would involve a conflict of interest or conflict with the employee's duties with the City.

(3) Whether such employment would involve the performance of duties that the

employee could or should perform as part of his/her employment with the City.

(4) Whether such employment would occur during the employee's regular or assigned working hours.

(5) Whether such employment would interfere with satisfactory service because of time away from the job or cause physical or mental fatigue, which impairs regular service.

(6) Whether such employment would be compatible with the proper discharge of City duties and shall not tend to impair judgment or action in the performance of such duties.

(E) An employee shall not utilize in such employment any City tools, equipment, computer or technological equipment, manuals, or other materials, nor shall the employee utilize any documents, reports or other information obtained in the course of his/her employment with the City or otherwise using City tools, equipment, manuals or other materials, which are not made available by the City to the general public upon request

(F) The outside employment of full-time personnel whose duties are not readily confined to a standard workday and/or workweek may necessarily be restricted. Because of the nature of job duties, flexibility of hours and potential for conflict of interest, certain employees may be restricted from accepting outside employment.

(G) Any employee approved to engage in outside employment shall not perform any work for such outside employment during working hours for the City.

(H) Employees not following the above provisions are subject to disciplinary action including, but not limited to, written reprimand, suspension without pay, and termination of employment.

ARTICLE 23 - GRIEVANCE PROCEDURES

A grievance is an alleged violation of a specific clause of this MOU. The Association may grieve an action or inaction pursuant to the procedures herein specified.

A. Informal Grievance Procedure - The first attempt to settle a grievance will be through discussion with the immediate supervisor. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the Fire Chief within fifteen (15) calendar days after receiving a decision from the immediate supervisor.

If grievance involves supervisors, employee can discuss the matter with the Chief.

B. Formal Grievance Procedure - An employee filing a formal appeal shall do so

in accordance with the following:

1. First Level of Review - The appeal shall be presented in writing to the Fire Chief who shall render a decision in writing within fifteen (15) work days after receiving the appeal. If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the Fire Chief, the appeal shall be deemed to have been abandoned and terminated.

2. City Manager Review - The City Manager or a designated representative shall discuss the grievance with the employee and other persons as may be needed. The City Manager may designate a fact-finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) work days. If the employee does not agree with the decision, the employee shall have the right to file a formal appeal in writing to the City Council within fifteen (15) work days after receiving a decision or non-decision from the City Manager.

C. Appeal to the City Council - On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or appoint a hearing officer or hearing body. The employee may request that the appeal be considered at a public or closed meeting. The City shall notify the employee requesting the hearing of the date, time, and place of the hearing. Unless incapacitated, the employee making an appeal shall appear personally at the hearing before the City Council or appointed hearing officer or body.

Upon concluding any investigation or hearing, the City Council shall cause its findings to be prepared in writing and shall certify same. Such findings shall be

countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report which shall be part of the permanent record.

If, due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were demoted, reduced in pay, or dismissed from City employment, the City Manager shall defer action until the Council is able to function, unless the case is deemed an emergency, in which event, the City Manager may suspend the employee with pay until the Council is able to function.

D. Conduct of Grievance Procedure.

1. The time limits specified in this Article may be extended to a definite date by

mutual agreement of the employee and the appellate person or body.

2. The employee may be represented by a person or persons of their choosing in preparing and presenting the appeal at any level of review.
3. The employee shall be assured freedom from reprisal for using the grievance procedures.

ARTICLE 24- NON-DISCRIMINATION

Neither the City nor the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, or Association or Non-Association activities.

ARTICLE 25 - SAVINGS PROVISION

If any provision(s) of this MOU are held contrary to law, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 26 -TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in full force and effect from ~~July 1~~October 8, 2025~~4~~ through June 30, 2028~~5~~ and from year to year thereafter unless one party serves notice on the other.

The rest of the page was intentionally left blank; Article 27 is on the following page

ARTICLE 27 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the negotiations which resulted in the MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understanding set forth in this MOU constitute the complete and total contract between the City and the Association with respect to wages, hours, and terms and conditions of employment. Accordingly, all wages, hours and terms and conditions of employment shall remain in full force and effect for the term of this MOU, provided, however, that the parties may upon mutual agreement, renegotiate any part or provision of this MOU during its term. Any prior or existing MOU between the parties, past practices or conflicting rules and regulations regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Approved by the City of Winters Professional Firefighters Association on the 6th day of October, 2025.

BY: _____
Association Representative

BY: _____
Association Representative

Accepted for submittal to the City Council on the 6th Day day of October 2025.

BY: _____
Jeremy Craig, City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the 7th day of October, 2025.

_____
Albert Vallecillo, Mayor

ATTEST: _____