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
November 18, 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

A. Winters Natural Resources Commission Update to City Council
WNRC Workplan Update Report.docx
Winters Natural Resources Commission update to City Council.pptx
B. Update from Yolo Local Agency Formation Commission (Yolo LAFCo)
LAFCo Presentation.pptx

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. Minutes of the Regular City Council Meeting held on October 21, 2025
City Council Minutes 10.21.25.docx
B. 2026 Holiday and City Hall Closure Schedule
Staff Report - 2026 City Hall Closure Schedule.doc
2026 City Council Meeting Calendar.xlsx
C. Proclamation Recognizing the 75th Anniversary of the Yolo County Housing Authority
Proclamation - 75th Anniversary of Yolo Housing.docx
D. Proclamation Recognizing November 11, 2025 as Veterans Day in the City of Winters
Proclamation - Veterans Day.docx
E. Proclamation Recognizing November 2025 as Native American Heritage Month
Proclamation - Native American Heritage Month.docx
F. Resolution 2025-56 Approving a Construction Contract with Subsurface Technologies for the Well 4 Rehab Project in the Not to Exceed Amount of $146,830

and Authorizing the City Manager to Approve Change Orders Up to $14,683
Staff Report - Subsurface Technologies.doc
Attachment 1 - Resolution 2025-56 Approving Contract w Subsurface Technologies Inc.docx
Attachment 2 - Winters Construction Contract with Subsurface Technologies.docx
Attachment 2, Exhibit A - Winters Well 4 Proposal.pdf
Attachment 3 - Sole Source Letter City of Winters CA.pdf

G. Resolution No. 2025-67 Approving the Agreement for Yolo County Fire Services Mutual Aid
Staff Report - 2025 WFD Mutual Aid.docx
Attachment 1 - Resolution 2025-67 - Yolo County Mutual Aid.docx
Attachment 2 - 2025 Agreement for Yolo County Fire Services Mutual Aid
Attachment 3 - Termination Letter 2022 Agreement for Yolo County Fire Services Mutual Aid

H. Resolution 2025-65 Approving a Professional Services Agreement with NJA Architecture, in an amount not to exceed $32,650 for the Winters Community Center/Senior Center Conceptual Design Project
Staff Report - Senior Community Center Design Contract Award .doc
Attachment 1 - Resolution 2025-65 - Approving PSA w NJA Architecture.docx
Attachment 2 - Professional Services Agreement 2025 NJA Architecture.docx
Attachment 3 - Proposal.pdf

4. PUBLIC HEARINGS

A. Public Hearing and Adoption of Ordinance 2025-10 Repealing and Recasting Title 15 and Adopting by Reference the 2025 Building Standards Code, 2025 Fire Code, & Uniform Codes

Staff Report - Building and Fire Code 2nd reading.docx
Attachment 1 - 2025-10 Codes Ordinance and Exhibit A.docx
Attachment 2 - Exhibit B Title 15.docx

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

TO: Honorable Mayor and Councilmembers

DATE: November 18, 2025

THROUGH: Kristine DeGuerre, Environmental Services Manager

FROM: Kate Laddish, Chair, Winters Natural Resources Commission

SUBJECT: Natural Resources Commission Workplan Update

Natural Resources Commission Mission and Membership

The Winters City Council established the Winters Natural Resources Commission (NRC) on September 7, 2021, with Resolution No. 2021-55, and re-established, or updated, it on April 15, 2025, with Resolution No. 2025-11.

The Commission is charged with making recommendations to City Council and Planning Commission on preservation, conservation, and enhancement of natural resources important to the City. The Commission also provides technical expertise to the City and the community, develops and implements public information programs to increase awareness and promote stewardship of natural resources, and supports staff by conducting research, preparing reports and grant applications, and developing recommendations based on subject-matter expertise.

Natural resources in this context include, but are not limited to:

- Geologic resources
- Hydrogeologic resources
- Hydrologic resources
- Biologic resources
- Ecologic resources
- Atmospheric resources
- Fire-related resources

The five members of the Commission are appointed by City Council and serve four-year terms. The majority must live in Winters or in unincorporated parts of the Greater Winters Area, and all must have expertise or interest in natural resources. The City Council, Planning Commission, and Climate Action Commission may each appoint a non-voting liaison to the Natural Resources Commission. The Natural Resources Commission may appoint a liaison to the Climate Action Commission.

Members of the Natural Resources Commission:

- Kate Laddish, Chair
- Eric Jepsen, Vice Chair
- Kurt Balasek
- Miles DaPrato
- Rich Marovich

Since the Commission's 2023 update to Council, Commissioners Dennis Kilkenny and Melanie Ellison concluded their service, and Commissioner Miles DaPrato was appointed. Mr. Kilkenny had served since the founding of the antecedent Winters Putah Creek Committee; the Commission passed a proclamation recognizing his nearly two decades of service.

The Winters Natural Resources Commission receives updates from City staff and outside organizations engaging with the resources within the Commission's purview. The Commission may also receive presentations related to specific projects or to enhance the Commission's knowledge about resources. Liaisons and partners include:

- Councilmember Carol Scianna, City Council and Climate Action Commission
- Streamkeeper Max Stevenson, Lower Putah Creek Coordinating Committee & Solano County Water Agency
- Phil Stevens, Putah Creek Council
- Chris Rose, Solano Resource Conservation District
- Amy Williams, Yolo County Resource Conservation District and Fire Safe Council

Environmental Services Manager Kristine DeGuerre is staff to the Commission.

Update on Workplan and Projects

The Commission's first four years have been very fruitful. In March 2022, the Commission approved an initial workplan, which we presented to Council. In October 2023, the Commission described to Council work on our first two projects, related to trees and air quality, and information on seven more. Today's report provides an overview of the Commission's nearly 20 new, ongoing, and recently completed projects grouped into 10 topics.

<u>1. Winters Putah Creek Nature Park management and education</u>

1.1 Winters Putah Creek Nature Park Working Group
Numerous partners, including the City of Winters, Solano County Water Agency, Putah Creek Council, and Yolo County and Solano Resource Conservation Districts, work in and near the Winters Putah Creek Nature Park. This brings a wealth of expertise, and also requires coordination and communication.

The Commission focused on three significant areas related to the Nature Park.

1) Roles, authorities, and responsibilities for maintenance and vegetation management, including weed control and code enforcement
2) Funding for same
3) Communication and coordination between partners to avoid duplicating efforts, working at cross purposes, or leaving essential tasks undone

To address these issues, the Commission established the Winters Putah Creek Nature Park Working Group in 2023. Initial working group goals were to develop one-year and five-year plans, review weed and vegetation management, review and update the 2007

Vegetation Management Plan and the 2016 Putah Creek Weed Abatement Workplan, and implement a communication and coordination system.

This group had productive discussions about management, including timing of projects and distribution of responsibilities. The Working Group isn't currently meeting on a regular basis. Instead, the NRC and Working Group established that Kristine DeGuerre is "mission control," and all partners should notify Kristine before doing work in the Nature Park; Kristine then shares that information with other partners.

Via these Working Group and Commission discussions, the Commission has been better able to field residents' questions and concerns about management practices and to explore possible solutions when needed.

Next steps: Partners will continue to notify Kristine before doing work in the Nature Park, and the City, including the NRC, and other partners will continue to coordinate work and update management documents and practices as needed.

1.2 Control of invasive vegetation
Commission and Working Group discussions identified a need to limit the spread of invasive vegetation. Commissioner DaPrato, who works as environmental steward at the UC Davis Putah Creek Riparian Reserve, led a team of Putah Creek Council's OneCreek interns in multiple days of drill injection treatment of young (12 inches or smaller in diameter) invasive trees, especially eucalyptus, tree of heaven, pecan, and black locust. Commissioners DaPrato and Marovich have also worked with Public Works staff on control of invasive plants. These efforts highlight the need for City staff to get trained on drill injection and other management techniques.

Next steps: The Commission requests the City designate a staff person to be the lead on vegetation management techniques, including drill injection and other methods that need training and permitting.

1.3 Nature Park management agreement
Solano County Water Agency has long been a lead in Nature Park management; however, SCWA had planned to turn management over to the City in 2025. After the Commission, staff, and Streamkeeper Max Stevenson discussed options and timing, SCWA and the City of Winters extended their agreement.

Next steps: SCWA remains an important partner, and City of Winters benefits from SCWA's expertise. Although the agreement has been extended beyond 2025, the City may want to start planning ahead for taking a leadership role if SCWA decides to dial back their efforts in the Nature Park.

1.4 North Bank Trail oaks
The paved path on the north bank, especially between the two Creekside Way entrances, is largely unshaded, locally increasing the effects of summer heat and making the path difficult to use in hot weather. The lack of trees is also a missed habitat

opportunity. On behalf of the City, Commissioner Marovich secured $5,000 from Sacramento Westside Integrated Regional Water Management in 2023 to plant 50 valley oaks and Santa Barbara sedge companion plantings along the south side of the North Bank Trail. The trees and sedges were obtained from Putah Creek Council's native plant nursery in 2023, and local Rotary Clubs did the planting. Deep mulch was added to maximize moisture retention and decrease the need for watering. A water source was added so the trees can be watered by hose rather than a water truck. Two years on, the survival rate is good.

Next steps: Monitoring and care are ongoing. When the trees are larger, the stakes and blue sleeves will be removed.

1.5 Pollinator gardens/monarch waystations
The Winters Rotary Club is leading a project to plant 150 pollinator gardens, or monarch waystations, in and near Winters in honor of the City's sesquicentennial. The NRC approved planting milkweed and other pollinator-friendly native plants in the Nature Park, especially along the cable fence on the north side of the North Bank Trail. SCWA has irrigation line available. The planting is occurring this fall, and irrigation will follow in the spring.

There is also a desire to plant a pollinator garden at City Hall and other locations including, perhaps, near the Community Center.

Next steps: Communication with Public Works about management of those plantings to avoid unintentional mowing or other damage; requesting approval for a small sign.

1.6 Unauthorized camping
Unauthorized camping in the Nature Park has a significant deleterious environmental effect, and activities associated with some encampments discourage community members from visiting the Nature Park. The City, SCWA, Putah Creek Council, LPCCC and others are working to address this problem. Volunteer Donald Sanders deserves kudos for the many truckloads of refuse he's hauled out, especially from abandoned encampments. That the Nature Park straddles the Yolo-Solano line complicates code enforcement.

The NRC has ongoing discussions about effects on the resource (e.g., damage to vegetation, harm to animals, landscape alteration, trash and human waste, effects on water quality, and fire risk); health and safety concerns for the people living along the creek, especially during floods and planned pulse flows; and the effect on other park visitors. The NRC is also concerned that the ongoing need to remediate the effects of unauthorized camping will decrease partners' and volunteers' willingness to work in the Nature Park. The NRC wrote a letter and provided comment to Council when Council considered the camping ordinance.

Next steps: Putah Creek Council is starting a project focused on documenting and remedying unauthorized camping and other ecologically harmful activities in the riparian

zone. As the project progresses, City Council and the NRC may both want to invite Putah Creek Council Executive Director Phil Stevens to give a presentation. There may be City opportunities to partner with PCC on this issue.

1.7 Unauthorized vehicle use
Unauthorized vehicles access the Nature Park on the south and north side of the creek, damaging the resource, creating unsafe conditions for other users, and creating the impression that vehicles are allowed. Vehicles include cars, trucks, standard and extended golf cart-style cars, motorcycles, and gas- and electric-powered cycles and scooters. The commission has discussed signage (the signs on the city side of the creek cite a Solano County ordinance), code enforcement, and encouraging authorized users to lock the bollards at entrances back in place when work is done. The Commission also held initial discussions about what types of electric bicycles may or may not be allowed.

Next steps: Possible updated signage and discussions of ordinance options with Council and staff, including Winters Police as code enforcement. There may be an opportunity to tie this work into City and Winters JUSD discussions about electric bicycles and scooters.

1.8 Education and outreach
Salmon Festival: Several members of the Commission volunteer time to help with the annual Winters Salmon Festival, and Commission staff Kristine DeGuerre and Council liaison Carol Scianna take lead roles. All of the agencies with liaisons to the NRC have booths at the Festival.

Informal education: Commissioners engage in informal interpretive education about natural resources year round, especially in the Nature Park. For example, when salmon are spawning, one or more commissioners spend time on the trestle bridge on weekends to point out and answer questions about the salmon.

Next steps: SCWA had been lead organizer of the Salmon Festival; this year, Putah Creek Council took much of the lead. The Commission may want to consider becoming more involved as a partner starting in 2026. Commission and City staff may want to formalize their salmon education activities enough to publicize when it will happen, perhaps in the Friday Update, and explore partnering with Putah Creek Council.

1.9 Elderberry Safe Harbor Agreement
The Commission is working on an Elderberry Safe Harbor Agreement between the City of Winters and the U.S. Fish and Wildlife Service, which would enable management of elderberry shrubs in the Nature Park without the City needing a permit from USFWS each time.

Elderberry bushes are too diffuse in much of the Nature Park to allow the threatened valley elderberry longhorn beetles that depend on them to travel between plants. Having

an Elderberry Safe Harbor Agreement in place would allow the City to plant more elderberry shrubs without taking on increased management risk.

Commissioner Marovich sent a draft agreement to U.S. Fish and Wildlife Service for review; discussion with City staff and the NRC has been ongoing. If the City and USFWS enter into the agreement as drafted, 35 more elderberries will be planted, SCWA will be responsible for annual counting and reporting, and the City will hold the license.

This summer, the NRC voted to recommend the City of Winters enter into an Elderberry Safe Harbor Agreement. The City Attorney is reviewing the proposed agreement.

Next steps: City Council could work with staff to agendize this topic.

1.10 Winters Putah Creek Nature Park map
The park is beloved by many dedicated users, but is terra incognita to other community members. The lack of named features impedes park visitors' and management partners' ability to communicate about locations. City and partner organizations lack a way to communicate about and document project locations.

To address this issue, the NRC is working on two Nature Park maps: one for use by park visitors, showing and naming entrances, trails, beaches, and other key features, and the other for management and restoration partners, with additional details.

The Commission has determined which features to name, and agreed on names using a basic, intuitive scheme (e.g., Bridge Beach by the trestle and car bridges) and identified a current aerial photo to use as a base. Input from partners, especially SCWA and Putah Creek Council, and park users has been valuable. Commission Chair Kate Laddish and Streamkeeper Max Stevenson are leads on this project.

The plan is for the general map to be available online, as signs near main Nature Park entrances (with a QR code linking to the online version), and as paper copies at City Hall and other appropriate locations.

Next steps: The Commission is exploring options for cartography. Once the public map is drafted, the Council may request the Commission to present it, and determine if the map will need to be approved by Council.

1.11 Additional dog-waste stations
In March 2025, Kailey Jacobsen, then a sixth-grade student in Melanie Ellison's environmental education class at Winters Middle School, presented on her project to decrease dog waste in the Nature Park. Kailey had been awarded $1000 for her project to add five dog waste bag and disposal stations along the North Bank Trail. The Commission endorsed Ms. Jacobsen's project, and applauds her efforts and her skilled presentation. Kristine DeGuerre has coordinated with her to purchase the new units and bag refills. Public Works staff has started installing the new waste stations.

Next steps: Public Works will finish installing the waste stations. City Council may wish to invite Ms. Jacobsen to give a brief presentation. The Commission will reach out to the Winters Express about doing a story about Ms. Jacobsen and her project, both to spotlight her efforts and to increase community understanding of the importance of disposing of dog waste properly.

2. Comprehensive outdoor lighting ordinance and light pollution remediation

Light pollution—the inappropriate or excessive use of artificial light—can have serious consequences for humans, wildlife (including pollinators), and our climate. The Commission believes that a night sky minimally impacted by light pollution is important to retaining our community's small-town, rural character. However, recent projects, especially those using dense arrays of acorn-style street lights with blue-tinged light, do not adhere to current best practices and have substantially increased light pollution.

In order to minimize light pollution from future projects, the NRC recommends the City adopt a comprehensive outdoor lighting ordinance, based on Dark Sky's model ordinance, and recommends the City adopt an ordinance before Farmstead and other projects advance.

The NRC appreciates Council approval for staff to work on this issue. The Commission drafted parameters for lighting zones for an ordinance and shared them with City staff, including Contract Planner Kelly Mumper.

The Commission is also considering how to make particularly bright areas more dark-sky friendly, perhaps by adding shields, updating lighting elements, or even turning off some mid-block lights in densely lit areas. The Commission will revisit this topic once the ordinance is in place.

Next steps: Commissioner Laddish and Mr. Mumper will meet, and the NRC will have a discussion based on staff input. The Commission feels significant urgency about an ordinance going to Planning Commission and City Council, as approving an ordinance after Farmstead and other projects advance would be missed opportunities.

3. City of Winters Master Tree List

The City, residents, businesses, and developers use the City's Master Tree List to select the most appropriate trees to plant based on setting and purpose. However, the list had not been updated since February 7, 2006.

At its June 26, 2023, meeting, the Commission voted unanimously to approve an updated Master Tree List. The list prioritizes native and drought-tolerant trees and considers tree species relative to available planting space, aesthetic objectives, flammability, and other considerations. The list will be subject to periodic review and updates. Certified arborist and former commissioner Melanie Ellison, Councilmember Carol Scianna, and former commissioner Patrick Wall were leads on this project.

The Planning Commission reviewed the new Master Tree List at their December 13, 2023, meeting and voted to recommend Council adopt it, which was done on December 19, 2023. The list is available on the City's website in the Document Center.

Next steps: This project is complete, although the list is subject to updates as needed.

4. Update Natural Resources Commission membership structure and procedures

As established by Resolution No. 2021-55 in 2021, the Natural Resources Commission's appointment process and membership structure were largely artifacts of the antecedent creek committee and did not align with other City of Winters commissions. This had unintended consequences. In order to bring the NRC into alignment with commissions such as the Climate Action Commission, decrease confusion, create beneficial opportunities for the City and residents, and help the Commission fulfill its mission, the NRC worked on proposed changes to Commission membership structure and procedures in late 2024 and early 2025. Commission Chair Kate Laddish worked with City Attorney Joanna Gin, Kristine DeGuerre, and Council Member Scianna to bring recommended changes to Council, and presented to Council in March and April 2025. On April 15, 2025, Council voted to adopt Resolution 2025-11, re-establishing (updating) the Natural Resources Commission with the proposed changes.

Key points:

- Commissioners are now appointed by the entire Council following a public application process, rather than by individual council members.
- All commissioners are now appointed by Council, rather than one member appointed by the Lower Putah Creek Coordinating Committee.
- Commissioners' four-year terms, which are staggered, start on April 1 of odd-numbered years and end on March 31 four years later.
- The Commission size was adjusted from six seats to five.
- The majority of commissioners must live in the City of Winters or in the Greater Winters Area, as defined by areas included in the Winters Joint Unified School District and/or the Winters Fire Protection District.

Next steps: This project is complete. The Commission thanks the City Council and City staff, especially Joanna Gin and Kristine DeGuerre, for working with NRC on this. One loose thread is the need to put online the version of Resolution 2025-11 that Council approved, which was modified from what was in Council's April 15, 2025, packet.

5. Update NRC webpage

Following adoption of Resolution 2025-11, the Commission rewrote the material for the NRC's page on the City's website to show current information about the NRC's mission, current commission members, and the updated NRC membership structure and dates of commissioner terms. The Commission chair submitted this to City staff; staff updated the webpage.

Next steps: This project is complete, although the page will need to be kept up to date. The Commission will work with staff on that.

6. Natural resources page for City website

Since 2024, the Commission has been gathering online sources of information about local natural resources and is assembling them into a format that can be uploaded as a page on the City's website. Topics include air quality, biologic resources including plant and animal identification, geology, soils, surface water and groundwater, natural hazards and fire-related resources, habitat mitigation, light pollution, climate and natural resources, and information about the Winters Putah Creek Nature Park. City Manager Jeremy Craig has reserved a web URL for it. This page will be a resource for City staff and members of the public; there will be a hyperlink from the NRC's webpage.

Next steps: Commissioners Laddish and DaPrato will finalize the list and hyperlinked resources and web format, and work with staff to get the page online.

7. Engage on Farmstead

Although the NRC and Climate Action Commission are not in the formal project review process for developments, the NRC feels that the City and applicants could benefit from these commissions' expertise, beyond commenting on the DEIR and comments in Planning Commission and City Council meetings. The NRC requested a joint meeting with the CAC to discuss the Farmstead Subdivision Project; this was held in July 2025 and could be a good model for how to use these commissions.

Due to air quality and other impacts, NRC recommended installing roundabouts instead of stop lights on East Grant Avenue. The NRC advocated for this at Planning Commission and City Council meetings. The CAC and about 10 community members joined the NRC in requesting roundabouts instead of stoplights.

Next steps: The NRC looks forward to engaging on other aspects of the Farmstead project, such as park design. Looking to the future, the NRC hopes that the City and project applicants will continue to draw on NRC and other commissions' expertise, and use the July 2025 NRC/CAC joint meeting as a model.

8. Groundwater tracking and updates

The Commission continues to receive updates about City and Yolo and Solano groundwater issues from Commissioner Kurt Balasek, who is a Professional Geologist and Certified Hydrogeologist, and Council Member Carol Scianna. Updates include information from Yolo Subbasin Groundwater Agency (YSGA), the Solano Subbasin Groundwater Sustainability Agency, and county Boards of Supervisors. They also provide information related to Chromium-6.

Next steps: Commissioner Balasek and Council Member Scianna will continue to provide information to the NRC.

9. Stormwater "drains to creek" project presentation

In February 2025, Jackson Gilder, then a student in Melanie Ellison's environmental education class at Winters Middle School, gave a presentation on his proposed project to decrease water pollution by increasing awareness of the connection between storm drains the creeks, especially by adding "Drains to creek" labels to select storm drains. The NRC provided input on Mr. Gilder's project, and applauds his efforts.

Next steps: The NRC welcomes opportunities to engage with students and other community members, and is enthusiastic about efforts like Mr. Jackson's.

10. Updates from liaisons

Updates from partner organizations during NRC meetings is a key way for commissioners to understand the breadth of resource work being done in the Winters area, and also connects members of partner organizations with each other to facilitate collaborative efforts. The agenda has a standing item for updates from Putah Creek Council, LPCCC and Solano County Water Agency, Yolo County Resource Conservation District and Fire Safe Council, Solano Resource Conservation District, City Council, and Climate Action Commission.

Next steps: Some liaisons are unable to attend meetings in person; however, the conference room is not set up for Zoom. Having regular access to basic teleconferencing equipment that does not require the deputy clerk to operate it would be beneficial.

Supporting Our Mission

The Commission has identified actions the City Council can take that would help support our mission to preserve, conserve, and enhance our natural resources.

1. Encourage staff and the Commission to prioritize the lighting ordinance so it can go to Planning Commission and City Council before Farmstead and other projects advance.

2. To protect the investment in Winters Putah Creek Nature Park, the NRC requests
   - Designated Public Works staff to lead vegetation management and other tasks.
   - Support for the Elderberry Safe Harbor Agreement.
   - Adding signs at Nature Park entrances and downtown wayfinding signs; some of this could be incorporated into the Community Center update project.
   - Allowing continuous access to the park across the Community Center patio for ADA reasons.

3. Approval for installation of small monarch waystation signs.

4. Explore options for increasing wildfire/urban firestorm resilience. This could include presentations about fire-wise construction, modifications, design, and assistance to the City Council and Planning Commission from Chief Jack Snyder and Tanya Meyer of the Yolo County RCD and Fire Safe Council, an update on fire-related State codes, and consideration of how Winters' design guidelines could better incorporate fire-wise practices. This is a repeat request from 2023.

WINTERS NATURAL RESOURCES COMMISSION:

UPDATE TO CITY COUNCIL

Kate Laddish, Chair

November 18, 2025

PURPOSE OF THE COMMISSION

Established by the City Council in 2021 and updated in 2025, the Natural Resources Commission has a fourfold mission.

- **Act as an advisory body to the City Council and Planning Commission** related to the promotion, preservation, conservation, and enhancement of geologic, hydrologic, hydrogeologic, ecologic, biologic, atmospheric, and other natural resources
- **Provide technical expertise** to the City and the community
- **Support staff as a "force multiplier"** by conducting research, preparing reports and grant applications, and developing recommendations
- **Develop and implement public information programs** related to increasing awareness of and promoting the conservation and stewardship of natural resources

COMMISSIONERS AND PARTNERS

Commissioners

- Kate Laddish, Chair
- Eric Jepsen, Vice Chair
- Kurt Balasek
- Miles DaPrato
- Rich Marovich

Staff

- Kristine DeGuerre, City of Winters Environmental Services Manager

Partners and liaisons

- Councilmember Carol Scianna, City Council and Climate Action Commission
- Streamkeeper Max Stevenson, LPCCC & Solano County Water Agency
- Phil Stevens, Putah Creek Council
- Chris Rose, Solano Resource Conservation District
- Amy Williams, Yolo County Resource Conservation District and Fire Safe Council

WORKPLAN AND PROJECTS

1. Winters Putah Creek Nature Park management and education

- Commission is a resource for City staff and members of the public
- Established Winters Putah Creek Nature Park Working Group to coordinate groups' efforts
- Control of young invasive trees with drill injection
  - Commissioner DaPrato and Putah Creek Council's OneCreek interns
- Discussed management lead options; extension of agreement with SCWA
- 50 oaks planted along North Bank Trail; irrigation added; pollinator gardens in progress
- Engage on unauthorized camping and unauthorized vehicle use, including electric bikes
- Participate in Salmon Festival and informal education, e.g., during salmon spawning season
- Elderberry Safe Harbor Agreement
  - To allow management of elderberry shrubs without having to seek a permit from U.S. Fish and Wildlife Service each time, and planting of more elderberries
- Winters Putah Creek Nature Park map
  - Two versions: One for public use and one for management
- Additional dog-waste stations
  - Kailey Jacobsen of Winters Middle School, Public Works staff

WORKPLAN AND PROJECTS, CON'T

2. Comprehensive outdoor lighting ordinance

- Winters' lack of a comprehensive outdoor lighting ordinance leads to substantial light pollution
- NRC recommends using Dark Sky's model ordinance
- NRC drafted parameters for lighting zones for an ordinance
- Shared with Planning staff this summer
- Ordinance will need to go to Planning Commission and City Council
- Urgency item: NRC recommends adoption before Farmstead and other projects advance

3. City of Winters Master Tree List update

- Used to select the most appropriate trees to plant based on setting and purpose
- Updated list prioritizes native and drought-tolerant trees; includes consideration of available planting space, aesthetic objectives, flammability, and more
- Approved by Planning Commission and adopted by City Council
- Available on City's website

WORKPLAN AND PROJECTS, CON'T

4. Update NRC structure, membership, procedures

- Worked with staff and City Attorney
- NRC advanced recommended changes in January 2025
- Council approved revisions in April 2025; adopted Resolution 2025-11
- Key changes include aligning commissioner appointment process with other commissions, specifying term dates, updating membership criteria, and revising Commission size to five

5. Update NRC webpage

- Current NRC information and commissioners
- Reflects structural and membership changes

6. Natural resources page for City website

- Resource for City staff and members of the public
- Topics will include air quality, biologic resources including plant and animal ID, geology, soils, surface water and groundwater, natural hazards and fire-related resources, habitat mitigation, outdoor lighting, climate and natural resources, Winters Putah Creek Nature Park info and map

WORKPLAN AND PROJECTS, CON'T

7. Engage on Farmstead

- Input on draft EIR
- Joint meeting with Climate Action Commission and applicant in July 2025
- Due to air quality and other impacts, NRC recommended roundabouts instead of stop lights
- NRC looks forward to engaging on park design and other features
- Model for how to use Natural Resources and Climate Action Commissions

8. Groundwater tracking and updates

- Yolo County (YSGA)
- City of Winters

9. Stormwater "drains to creek" project presentation

- Provided input on proposed project by Winters Middle School student Jackson Gilder

10. Updates from liaisons

- Putah Creek Council, Solano County Water Agency, Yolo County Resource Conservation District and Fire Safe Council, Solano Resource Conservation District, City Council, Climate Action Commission

SUPPORTING OUR MISSION

The Natural Resources Commission requests that City Council:

1. Continue support for a comprehensive outdoor lighting ordinance

- Encourage staff and NRC to continue prioritizing this
- Approve ordinance when it comes to Council

2. Protect the investment in Winters Putah Creek Nature Park

- Designate Public Works staff to work on Nature Park involvement
  - City staff should be lead, rather than a commissioner as a volunteer
- Support and move forward with the Elderberry Safe Harbor Agreement
- Add park signs at Nature Park entrances and downtown wayfinding signs
  - Incorporate into Community Center update project
  - Allow access across Community Center patio for ADA reasons

3. Approve installation of monarch waystation signs

4. Explore options for increasing fire/wildfire/urban firestorm resilience

- Presentations about fire-wise practices to the City Council and Planning Commission
- A repeat request from 2023

QUESTIONS AND DISCUSSION

- **Meetings:** Third Mondays at 6 p.m. in City Hall’s downstairs conference room
- **Contact:** Kristine DeGuerre, kristine.deguerre@cityofwinters.org

THANK YOU

LAFCo: Your Partner in Smart Growth

Yolo LAFCo and Local Government Overview

November 18, 2025



Why LAFCo?

Local Agency Formation Commissions

- 1940s and 1950s population boom
- Increased car mobility moved population out of cities
- Developers seeking special districts as means to provide services - proliferation
- Deteriorating city revenues created annexation land grabs
- State concern about misuse of land resources
- 1961 State Boundary Commission created (and failed)
- **1962 State created LAFCos in every county for local control**



LAFCo's Legislative Intent

Cortese-Knox-Hertzberg Local Government Reorganization Act (a.k.a. "CKH" or "LAFCo Law")

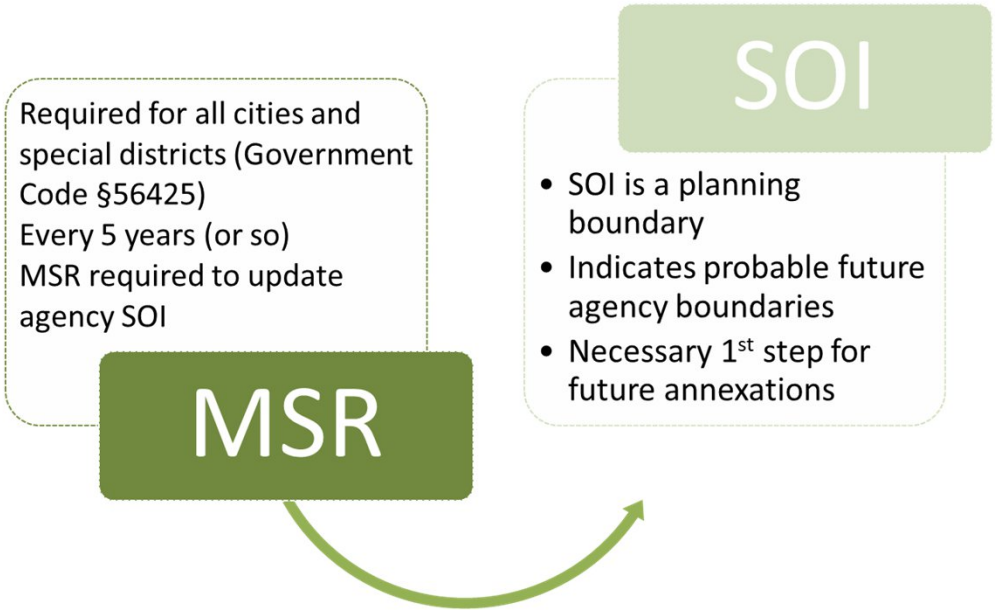
"Discouraging urban sprawl, preserving open-space and prime agricultural lands, ***efficiently providing government services and encouraging the orderly formation and development of local governmental agencies*** *based upon local conditions and circumstances…"*

In short: We organize local government to promote effective community services and protect ag/open space

How do LAFCos achieve this intent?

1. Function as a think tank or research institute to help shape the evolution of local government countywide

This legislative intent became "Municipal Service Reviews" conducted every 5 years. MSRs study capacity, financial ability, and accountability and evaluates structure, governance, and operation and possible areas for improvement, efficiencies, and/or coordination



How do LAFCos achieve this intent?

2. Implement "changes of organization" (often as anticipated or suggested by MSR/SOI studies) as requested or LAFCo initiated

- *Create new or dissolve outdated districts (formation/dissolution)*
- *Expand or decrease size of agencies (annexations/detachments)*
- *Clean up and simplify districts (mergers/consolidations)*
- *Change authorized services for districts*
- *Authorize extending services outside agency boundaries (in certain situations where needed)*

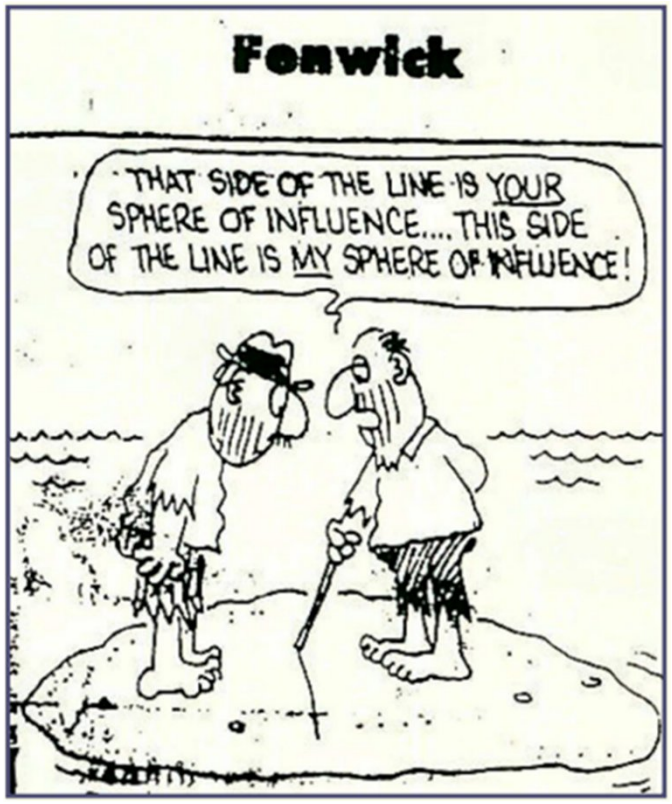
LAFCo decisions affect local government structure/efficiencies, urban form, public services, infrastructure, and government finances

Other things Yolo LAFCo does to support our mission

3. **Shared Services**
   - Other informational studies:
     - Yolo County Animal Services Governance Study (2013)
     - Yolo Broadband Strategic Plan (2015)
     - MSRs on certain Joint Powers Authorities (began 2017+)
     - Agency Website Transparency Scorecard (began 2017+)
   - Act as a convener to facilitate collaborative conversations:
     - YED-Talks (began 2012+ paused in 2025)
     - Bring local agencies together as-needed to resolve regional issues

Special Districts Overseen by LAFCo

- Cemetery Districts (6)
- Community Services Districts (4)
- County Service Areas (7)
- Drainage District (1)
- Fire Protection Districts (15)
- Reclamation Districts (10)
- Resource Conservation District (1)
- River Port District (1)
- Irrigation Districts (2)
- **Total Special Districts = 47**



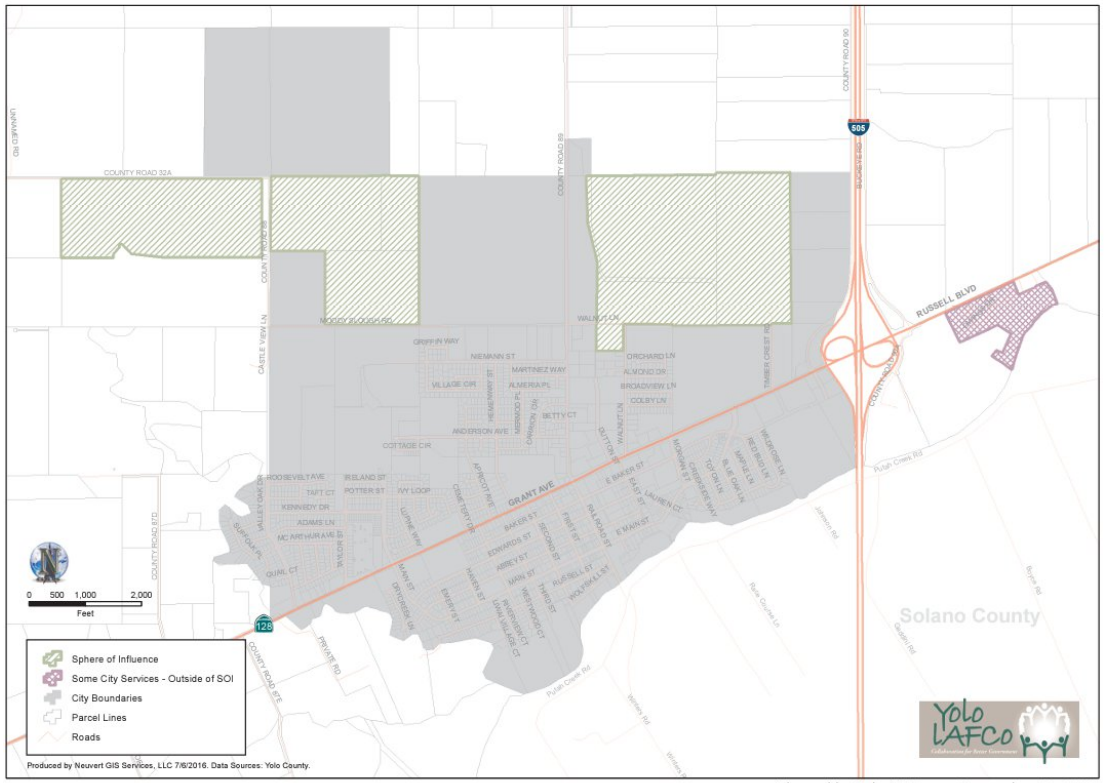
LAFCo's work with Yolo cities:

- Managing city-county interface
- Growth via annexations
- Municipal services
- Authorizing extended services outside cities (in certain circumstances)

City of Winters Growth

- In 2020, voters approved Measure A which prevents any change to the City's current boundary until 2040 unless required by State or Federal law
- Requires any new development area to be master planned (and paid for) by City (when typically funded by developers)
- Weakens the purpose of LAFCo's SOI

City of Winters Boundary and Sphere of Influence



Adopted by Yolo LAFCo on September 22, 2008



LAFCo Composition

- County Members (2 regular, plus 1 alternate) are County Supervisors
- City Members (2 regular, plus 1 alternate) are City Council
- Public Member (1 regular, plus 1 alternate) at large

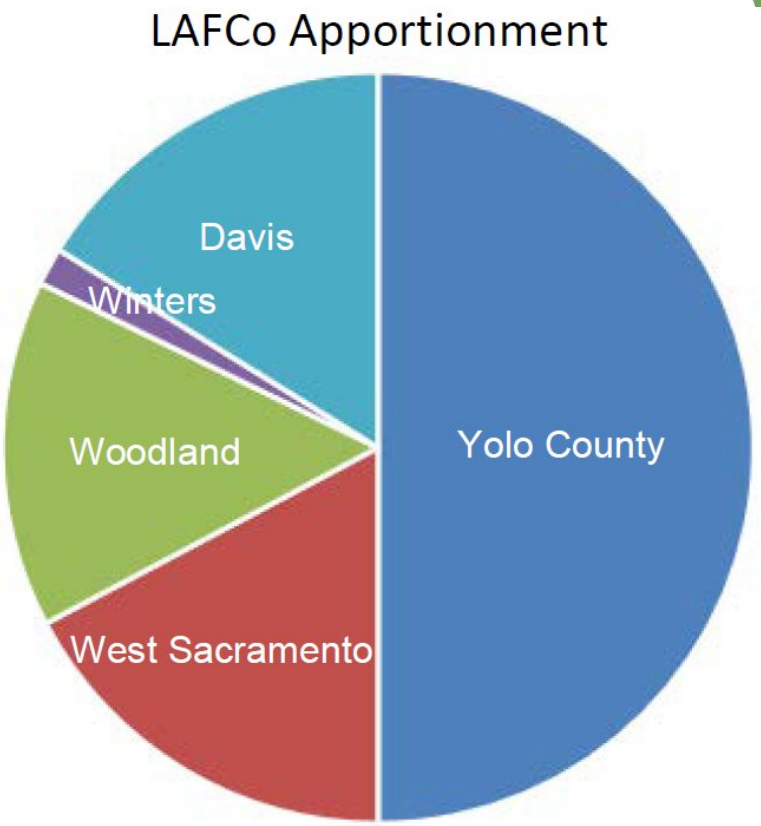
Regular Members

- Bill Biasi, City Member (2026)
- Lucas Frerichs, County Member (2026)
- Gloria Partida, City Member (2028)
- Oscar Villegas, County Member (2027)
- Pamela Miller, Public Member (2027)

Alternate Members

- Erik Vink, Public Member Alternate (2029)
- Tania Garcia-Cadena, City Member Alternate (2028)
- Sheila Allen, County Member Alternate (2028)

10



LAFCo Budget

Budget for FY 2025/26 is $691,291 (2.3 FTE)

Per state law, our budget is funded

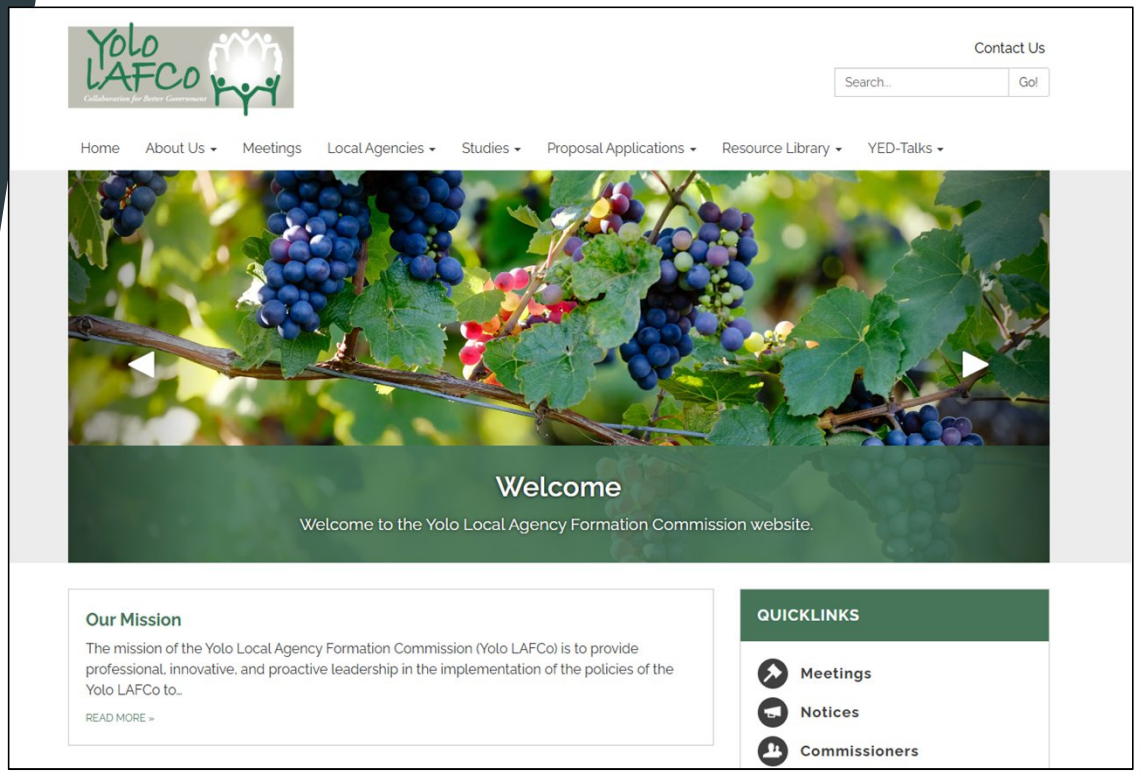
- 50% by Yolo County
- 50% by cities (apportioned by tax revenues and population)

Information Resources

Links to our most recent MSRs are on our website:

https://www.yololafco.org/municipal-service-reviews-spheres-of-influence-studies

Information on Meetings, Reports, Applications, Policies, and Presentations



Questions/Staff Contact Info

- **Christine Crawford**, Executive Officer
  Office (530) 666-8058
  Mobile: (916) 798-4618
- **JD Trebec**, Deputy Executive Officer
  Office (530) 666-8046
- **Desirae Leverett**, LAFCo Administrative Specialist I
  Office: (530) 666-8048
- **Eric May**, LAFCo Counsel
  Office: (530) 666-8278

Website: www.yololafco.org

Minutes of the Regular Council Meeting Held October 21, 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, Assistant City Attorney Joanna Gin, Director of Administrative Services Cathy Matthews, Police Chief John Miller, Fire Chief Jack Snyder, Deputy City Clerk Zorina Treat

PLEDGE OF ALLEGIANCE

Kelli Villanueva led the Pledge of Allegiance

APPROVAL OF THE AGENDA

Motion by Council Member Loren, seconded by Council Member Scianna, to approve the agenda as amended to defer Items 3A and 3B to the next meeting. 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

SPECIAL PRESENTATIONS

1.A. Presentation of the Greater Sacramento Women's Brain Health Program

Michelle Ernster and Myra Diaz, UC Davis Health Educators, gave a presentation about GROW and brain health.

PUBLIC COMMENT (Items not on the agenda)

Karen May provided public comment.

CONSENT CALENDAR

3.A. Resolution 2025-56 Approving a Construction Contract with Subsurface Technologies for the Well 5 Rehab Project in the Not to Exceed Amount of $146,830 and Authorizing the City Manager to Approve Change Orders Up to $14,683

3.B. Resolution 2025-65 Approving a Professional Services Agreement with NJA Architecture, in an amount not to exceed $32,650 for the Winters Community Center/Senior Center Conceptual Design Project

3.C. Resolution 2025-64 Authorizing Budget Adjustment of $93,804.12 to the Winters Police Department.

3.D. Resolution No. 2025-63 Accepting Grant Funding from the State of California Office of Traffic Safety, Selective Traffic Enforcement Program, in the amount of $40,000

3.E. Minutes of the Regular City Council Meeting Held on October 7, 2025

3.F. Proclamation Declaring October 24, 2025 as World Polio Awareness Day

3.G. Warrant Register and Payment of Claims for the Month of June 2025

3.H. 2026 City Council Appointments to Yolo County Housing Authority and New Hope Community Development Boards

3.I. Resolution No. 2025-62 Accepting Grant Funding from the CAL FIRE Rural Fire Capacity Program in the amount of $6,825

3.J. Resolution No. 2025-66 Approving a Memorandum of Understanding (MOU) with the Winters Manager's Series Employees Association, implementing a 4% General Salary Increase (GSI) retroactive to five (5) pay periods prior to ratification and approval of the MOU, a 4% General Salary Increase and a one thousand dollar ($1,000.00) one-time, non-pensionable mid-term loyalty bonus effective with the pay period that includes July 1, 2026, a 4% General Salary Increase effective with the pay period that includes July 1, 2027, and other Changes

3.K. Consideration of a 4% Base Salary Increase with transfer of benefits to base salary for the Human Resources Administrative Services Technician and the Deputy City Clerk/Executive Assistant Retroactive to the pay period ending August 17, 2025.

Motion by Council Member Loren, seconded by Council Member Scianna, to approve the Consent Calendar, without Items 3A and 3B (which will be deferred the next City Council meeting). 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

Kelli Villanueva, Winters Rotary Club President, accepted the proclamation declaring October 24, 2025, as World Polio Awareness Day.

PUBLIC HEARINGS

None

DISCUSSION ITEMS

5.A. Introduction of Ordinance 2025-10 Repealing and Recasting Title 15 and Adopting by Reference the 2025 Building Standards Code, 2025 Fire Code, & Uniform Codes

Fire Chief Snyder introduced Ordinance 2025-10, which will adopt the 2025 California Building Standards and Fire Codes effective January 1, 2026. The ordinance strengthens local fire sprinkler requirements for buildings 4,000 square feet or larger and applies to all new construction and major remodels. No immediate fee changes were proposed. The first reading has been completed, and a public hearing is scheduled for November 18, 2025, for final adoption.

Motion by Council Member Loren, seconded by Mayor Pro Tem Biasi to (1) waive First Reading and Read by Title only Ordinance 2025-10 of the City Council of the City of Winters repealing and recasting Title 15 of the Winters Municipal Code; adopting by reference the 2025 California Building Standards Code (California Code of Regulations, Title 24), the 2025 California Residential Code, the 1997 Uniform Code for the Abatement of Dangerous Buildings, the 2025 California Electrical Code, the 2025 California Fire Code, the 1997 Uniform Housing Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Green Building Standards Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code, the 2025 California Administrative Code, the 2025 California Energy Code, and the 2025 California Referenced Standards Code, together with local amendments; and (2) Set a public hearing for November 18, 2025, regarding the proposed ordinance. 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

CITY MANAGER'S REPORT

None

COUNCIL COMMENTS-IDEAS, QUESTIONS, AB1234 REPORTS

Verbal updates were provided by Council Members

ADJOURNMENT
The Meeting adjourned at 7:16 PM

_____
Albert Vallecillo, MAYOR

ATTEST:

_____

Zorina Treat, Deputy City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: November 18, 2025

FROM: Zorina Treat, Deputy City Clerk/Executive Assistant

THROUGH: Jeremy Craig, City Manager

SUBJECT: 2026 Holiday and City Hall Closure Schedule

RECOMMENDATION:
Approve the 2026 Holiday and City Hall Closure Schedule.

BACKGROUND:
Beginning in 2020, the City Council approved the closure schedule for City Hall, which allows staff, Council, and the community to plan business at the city and to build in vacation time for staff and Council. The attached schedule includes the holiday and closure schedule for City Hall previously approved in employee Memoranda of Understanding, the cancellation of the first City Council meeting in January due to the holiday schedule, and the cancellation of the second meeting in August as a summer recess to accommodate Council and staff vacations.

DISCUSSION:
None

2025 HOLIDAY LIST
The City Council has previously approved the following holidays in various employee Memoranda of Understanding.

Thursday, January 1 – New Year's Day

Monday, January 19 – Martin Luther King Jr.'s Birthday

Monday, February 16 – President's Day

Tuesday, March 31 – Cesar Chavez Day

Friday, April 3 – Good Friday (½ Day)*

Monday, May 25 – Memorial Day

Friday, June 19 – Juneteenth*

Friday, July 3 – Independence Day (Observed)

Monday, September 7 – Labor Day

Friday, November 11 – Veteran's Day

Thursday, November 26 – Thanksgiving Day

Friday, November 27 – Day After Thanksgiving

HOLIDAY CLOSURE

In addition to the holidays listed above, staff is confirming the closure of City Hall between Christmas and New Year's, which has been in place for several years. The week between Christmas and New Year's is typically slow during the holiday season, and the closure allows employees to spend the week with their families. Employees are provided with paid holiday time for Christmas Eve, Christmas Day, and New Year's Day. Otherwise, employees must use personal leave for the remaining days City Hall is closed or unpaid leave if they do not have sufficient paid time off.

If approved, City Hall will be closed Thursday, December 24, 2026, through Wednesday, December 30, 2026, and will reopen Monday, January 4, 2027.

The January 6, 2026 City Council meeting will be canceled, as staff will not be available the two weeks prior to prepare the agenda packet.

Public Works will maintain at least 50% staffing during holiday closures, and Police and Fire staffing will remain unchanged. Building inspections will continue by pre-scheduled appointments through the Building Division.

COUNCIL MEETING CANCELLATIONS

Because the holidays for 2026 do not conflict with regularly scheduled meetings, staff is recommending the cancellation of January 6, 2026, Council meeting due to the holiday closure and the August 18, 2026, meeting for the traditional summer recess.

FISCAL IMPACT:

None

ATTACHMENT:

2026 Annual City Council Meeting Calendar



City Council Meeting Calendar for City of Winters

Friday Closures
Holiday Closures
Council - 6:30 PM Meetings
Council Recess

JANUARY 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JUNE 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

SEPTEMBER 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Holiday Closures

Thursday January 1	*New Year's Day*
Monday January 19	*Martin Luther King Jr.s Birthday*
Monday, February 16	*President's Day*
Tuesday, March 31	*Cesar Chavez Day*
Friday, April 3	*Good Friday 1/2 Day*
Monday, May 25	*Memorial Day*
Friday, June 19	*Juneteenth*
Friday, July 3	*Independence Day (Observed)*
Monday, September 7	*Labor Day*
Wednesday, November 11	*Veteran's Day*
Thursday, November 26	*Thanksgiving*
Friday, November 27	*Day After Thanksgiving*
Thurs, Dec. 24 - Wed., Dec. 30	*- Closed for Winter Holidays*

City Council Meeting Schedule

Tuesday at 6:30 PM
Location: 318 I Street, Winters

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS RECOGNIZING THE 75TH ANNIVERSARY OF THE YOLO COUNTY HOUSING AUTHORITY

WHEREAS, the Yolo County Housing Authority (also known as "Yolo County Housing" or "YCH"), established in 1950, has provided 75 years of dedicated service in delivering safe, affordable housing and fostering community development for low-income families, seniors, people with disabilities, and migrant agricultural workers throughout Yolo County; and

WHEREAS, YCH's first public housing developments - Yolano Village (60 units) in Woodland and El Rio Villa I (30 units) in Winters opened in 1951, followed by a 16-unit development in Esparto in 1952 and the 10-unit Yolito in Yolo in 1953, marking YCH's early commitment to addressing local housing needs; and

WHEREAS, in 1961, YCH expanded with the Donnely Circle addition in Woodland and El Rio Villa II in Winters; and

WHEREAS, during the 1980s, YCH added Riverbend (63 affordable public housing units) in West Sacramento and El Rio Villas III (50 affordable public housing units) in Winters; with El Rio Villas IV (18 affordable units) completed in 1991; and through a land swap in 2001, acquired Las Casitas (76 affordable units) in West Sacramento, bringing the total number of public housing units to 431, currently serving approximately 920 residents throughout Yolo County; and

WHEREAS, and, following the Housing Act amendments that created the Section 23 Leased Housing Program, YCH later implemented the Section 8 program in 1974, which evolved into the Housing Choice Voucher program in the 1990s; and

WHEREAS, YCH is currently authorized to administer 2,005 vouchers, serving approximately 3,000 participants throughout Yolo County, including 1,727 Housing Choice Vouchers, 87 Veterans Affairs Supportive Housing (VASH) vouchers, 79 Mainstream vouchers, 26 Family Unification Program (FUP) vouchers, 19 Fair Share vouchers, and 67 Emergency Housing Vouchers (EHV), which provide assistance to very low-income individuals and families to enable them to afford decent, safe and sanitary housing in the private rental market; and

WHEREAS, YCH also operates three migrant centers providing seasonal housing for agricultural workers and their families: the Dixon Migrant Center, originally built in 1940 and expanded through 1997; the Madison Migrant Center, constructed in 1993 with U.S. Rural Development funding and managed in partnership with the State of California's Office of Migrant Services; and the Davis Migrant Center, rebuilt and reopened in 2004; together, these centers provide 232 units of seasonal housing serving approximately 831 individuals; and

WHEREAS, in 1999, YCH established the New Hope Community Development Corporation (New Hope CDC), formerly known as Yolo Housing Foundation, as its nonprofit affiliate to expand community development initiatives and increase access to affordable housing resources; and

WHEREAS, in 2002, New Hope CDC advanced this mission by acquiring the 47-unit Cottonwood Meadows community in Woodland, thereby strengthening the availability of innovative and affordable housing solutions for Yolo County residents; and

WHEREAS, YCH and New Hope CDC provide ownership, operation, and management support for multiple affordable housing communities in Yolo County that collectively serve approximately 450 individuals, including Crosswood Apartments, Helen Thomson A Home, West Beamer Place, IGT House, Rochdale Grange in Woodland; Eleanor Roosevelt, Cesar Chavez Plaza, Pine Tree Garden East and West, Davis Agricultural Homes in Davis; and 1801 West Capitol, Helen Thomson B Home, Merkley Apartments in West Sacramento; and

WHEREAS, YCH continues to serve as a vital resource for Yolo County residents, providing not only housing assistance but also supportive services that help families achieve stability and self-sufficiency; and

WHEREAS, the dedicated efforts of past and present Commissioners, Executive Directors, staff members, and volunteers have been paramount to YCH's enduring success and its profound impact on the lives of those it serves;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINTERS that it congratulates and recognizes the Yolo County Housing Authority on its 75th anniversary and recognizes YCH for the lives it has touched by providing safe, affordable homes and building stronger communities. With gratitude for 75 years of service to families, seniors, farm workers, and neighbors across Yolo County, we extend our heartfelt appreciation and best wishes for continued success in the years ahead.

PASSED AND ADOPTED, this 18th Day of November 2025.

Council Member Richard Casavecchia

Council Member Jesse Loren

Council Member Carol Scianna

Mayor Pro Tem Bill Biassi

Mayor Albert Vallecillo

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS RECOGNIZING NOVEMBER 11, 2025 AS VETERANS DAY

WHEREAS, the United States military is the strongest, most capable fighting force the world has ever known. The brave men and women of our Army, Navy, Air Force, Marine Corps, and Coast Guard demonstrate a resolute spirit and unparalleled commitment to defending our nation and preserving the American way of life we hold sacred; and

WHEREAS, Veterans Day began as Armistice Day, a holiday commemorating the end of World War I on November 11, 1918, and was established as a national holiday by presidential proclamation and congressional resolution in 1954; and

WHEREAS, Veterans Day serves as an observance that commemorates our nation's thanks to all branches of the armed forces who have served at home and around the world; and

WHEREAS, today, over two million veterans live in California, and among them are men and women who served in World War II, the Korean War, the Vietnam War, the Persian Gulf War, and our recent wars in Iraq and Afghanistan, as well as various smaller engagements and peacetime deployments; and

WHEREAS, it is the men and women of the United States Armed Forces, along with their families, that make immeasurable sacrifices, on the battlefield and the home front, to defend our freedom and protect this great land.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Winters recognizes November 11, 2025, as Veterans Day in the City of Winters. We call upon the citizens of Winters to express their gratitude to all veterans and their families, and to honor the sacrifices of our veterans throughout the year.

PASSED AND ADOPTED, this 18th Day of November, 2025.

Council Member Richard Casavecchia

Council Member Jesse Loren

Council Member Carol Scianna

Mayor Pro Tem Bill Biassi

Mayor Albert Vallecillo

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS RECOGNIZING NOVEMBER 2025 AS NATIVE AMERICAN HERITAGE MONTH

WHEREAS, "Native American Heritage Month" has been established at the national and state levels with proclamations and celebrations to recognize the diverse cultures, traditions, histories, significant contributions and present day lives of Native Americans; and

WHEREAS, the City of Winters was established in 1898, within an area of California that represented the unceded territory of indigenous people known as the Patwin or Southern Wintun; and

WHEREAS, the earliest historic written records of the Patwin (which literally means "people" in the native tribal language) begin with the Spanish mission explorations and registers, and ethno-historic records show the Patwin inhabited land from the hills of the eastern North Coast Ranges to the Sacramento River, and from Princeton south to the San Pablo and Suisun bays; and

WHEREAS, like most indigenous people throughout the United States, the Patwin people were forced from their ancestral lands onto reservations and rancherias during the early 1900s, where they currently reside, as citizens of three sovereign, federally-recognized tribal governments, today known as the Yocha Dehe Wintun Nation, Kletsel Dehe Band of Wintun Indians, and Cachil Dehe Band of Wintun Indians; and

WHEREAS, the City of Winters has a meaningful government-to-government relationship with the Yocha Dehe Wintun Nation and works in partnership to address the needs of the community and improve the lives of people who live within their respective jurisdictions today; and

WHEREAS, Native people have made and continue to make distinct and significant contributions in many fields, including academic scholarship, agriculture, astronomy, art, business, education, ecology, engineering, environmentalism, economics, forestry, government, language, leadership, literature, mathematics, medicine, military, music, politics, poetry, science, and traditional cultural practices; and

WHEREAS, the designation of Native American Heritage Month will encourage educational institutions and departments in the City of Winters to enhance their understanding of Native Americans by providing accurate curriculum, focusing on the local Patwin tribes, as well as the historical and contemporary achievements and contributions of Native Americans; and

WHEREAS, the City of Winters will encourage its citizens to acknowledge and celebrate November as Native American Heritage Month every year to foster education, relationships, and cooperation with Native people while also supporting social and economic opportunities for them within the City of Winters.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Winters w hereby proclaims November 2025 as Native American Heritage Month in the City of Winters. In doing so, the City of Winters will recognize and observe Native American Heritage Month in November by encouraging its public institutions and organizations to publicly celebrate Native American Heritage Month. Additionally, the City of Winters will commit itself to promote the health, safety, and well-being of indigenous and Native American populations year-round.

PASSED AND ADOPTED, this 18th Day of November 2025.

Mayor Albert Vallecillo

Mayor Pro Tem Bill Biasi

Councilmember Carol Scianna

Councilmember Jesse Loren

Councilmember Richard Casavecchia

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: November 18, 2025

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

THROUGH: Jeremy Craig, City Manager

SUBJECT: Resolution 2025-56 Approving a Construction Contract with Subsurface Technologies for the Well 4 Rehab Project in the Not to Exceed Amount of $145,860 and Authorizing the City Manager to Approve Change Orders Up to $14,586

RECOMMENDATION:

Adopt Resolution 2025-56 Approving a Construction Contract with Subsurface Technologies for the Well 4 Rehab Project in the Not to Exceed Amount of $145,860 and Authorizing the City Manager to Approve Change Orders Up to $14,586.

BACKGROUND:

On April 19, 2016, Council approved a contract with Suez Utility Service Group for well rehab and ongoing annual well maintenance service for wells 2 and 6 in the amount of $13,000 per well per year for a 10-year period. Suez had a proprietary service that they provided in their rehab and in their annual maintenance performance that the City desired. In 2022, Suez was bought out by another company that no longer wanted to provide the ongoing maintenance service and asked the city to agree to terminating the ongoing maintenance agreement. The rehabilitation of the two wells was already completed so the City agreed to terminate the agreement as of August 8, 2022.

In October of 2023, the City was contacted by Subsurface Technologies, Inc., a company that was formed to specialize in ongoing preventive well maintenance and employs members of the previous company using the same proprietary service.

On November 5, 2024, council approved a contract with Subsurface Technologies for annual preventative maintenance for wells 2 and 6 using their patented product.

DISCUSSION:

As part of the Capital Improvement Project list, well 5 is scheduled for rehabilitation in

the 2025-26 fiscal year. Staff spoke with Subsurface Technologies about adding well 5 to the maintenance program and amending the current contract after the City rehabs the well. Subsurface Technologies stated that they only provide this service if they do the rehabilitation since they use the same product and procedure to rehabilitate the well as they do on their annual maintenance.

After reviewing options presented to staff from the City's consultant regarding upcoming Chromium 6 state required compliance obligations, staff decided it would be best to rehab Well 4 before Well 5 due to the chromium 6 levels in each well. Well 4 is under the new state mandated threshold and will be one of the main water sources for the cities drinking water.

The work to Well 4 would generally constitute a public works contract pursuant to the Uniform Public Construction Cost Accounting Act (Act) requiring competitive bidding of the work. Specifically, the dollar amount of the contract would require informal bidding under the Act.

However, the materials and services provided by Subsurface Technologies are proprietary in nature. The Subsurface Technologies, Inc. Aqua Freed® process and related equipment are protected under United States Patent Number 11,225,853 granted January 18, 2022, and Aqua Gard® Preventative Maintenance Systems, protected under United States Patent Number 12,173,583 B2 granted December 24, 2024, are proprietary products owned exclusively by Subsurface Technologies, Inc. Moreover, Subsurface Technologies, Inc., is the only authorized provider in the state of California

Accordingly, Public Contract Code section 3400 permits the City to require a particular material, product, thing, or service designated by specific brand or trade name in order to obtain a necessary item that is only available from one source. City staff has determined that if the Project was awarded to any firm other than Subsurface Technologies, Inc. ("Contractor") the Project would not be reasonably compatible with the City's existing infrastructure proprietary to Contractor and that it would be cost prohibitive to permit greater competition. Where competitive proposals work an incongruity and are unavailing as affecting the final result, or where competitive proposals do not produce any advantage, or where it is practically impossible to obtain what is required and to observe such form, competitive bidding is not applicable[]", (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App. 3d 631, 636), an example being "unique products and/or services", (*Id*. at p. 637 (citing *Hiller v. City of Los Angeles* (1961) 197 Cal. App. 2d 685).)

FISCAL IMPACT:

The total cost for this contract is not to exceed $145,860 plus $14,586 for change orders for a total of $160,446. Sufficient funds have been budgeted in the project budget to cover the cost of this work.

Fund 611

ATTACHMENTS:

1. Resolution 2025-56
2. Construction Contract and Proposal from Subsurface Technologies, Inc.
3. Sole Source Letter from Subsurface Technologies, Inc.

RESOLUTION NO. 2025-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A CONSTRUCTION CONTRACT WITH SUBSURFACE TECHNOLOGIES INC. FOR THE WELL 4 REHABILITATION PROJECT

RECITALS

WHEREAS, the City of Winters ("City") requires rehabilitation and related services to its water well No. 4; and

WHEREAS, the City Council is authorized by Public Contract Code section 3400(c) to make findings designating certain products, things or services by specific brand or trade name for the statutorily enumerated purposes; and

WHEREAS, Public Contract Code section 3400(c)(3) authorizes sole source procurement "in order to obtain a necessary item that is only available from one source"; and

WHEREAS, the Subsurface Technologies, Inc. Aqua Freed® process and related equipment are protected under United States Patent Number 11,225,853 granted January 18, 2022, and Aqua Gard® Preventative Maintenance Systems, protected under United States Patent Number 12,173,583 B2 granted December 24, 2024, are proprietary products owned exclusively by Subsurface Technologies, Inc.; and

WHEREAS, Subsurface Technologies, Inc., 40 Stone Castle Road, Rock Tavern, NY is the only authorized provider in the state of California; and

WHEREAS, City staff has determined that if the Project was awarded to any firm other than Subsurface Technologies, Inc. ("Contractor") the Project would not be reasonably compatible with the City's existing infrastructure proprietary to Contractor and that it would be cost prohibitive to replace the City's existing infrastructure to permit greater competition ("Staff Findings"); and

WHEREAS, "[a] public entity's award of a contract, and all of the acts leading up to the award, are legislative in character. [T]he letting of contracts by a governmental entity necessarily requires an exercise of discretion guided by consideration of the public welfare[]". (*Mike Moore's 24-Hour Towing v. City of San Diego* (1996) 45 Cal.App.4th 1294, 1303); and

WHEREAS, "where competitive proposals work an incongruity and are unavailing as affecting the final result, or where competitive proposals do not produce any advantage, or where it is practically impossible to obtain what is required and to observe such form, competitive bidding is not applicable[]", (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App. 3d 631, 636), an example being "unique products and/or services", (*Id*. at p. 637 (citing *Hiller v. City of Los Angeles* (1961) 197 Cal. App. 2d 685).); and

WHEREAS, Public Contract Code section 3400 permits the City to require a particular material, product, thing, or service designated by specific brand or trade name in order to obtain a necessary item that is only available from one source.

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

1. The City Council adopts the Staff Findings as its own ("Council Findings").

2. The City Council hereby delegates authority to the City Manager, in consultation with legal counsel, to negotiate and finalize the contract with Subsurface Technologies, Inc., in a form attached hereto as Exhibit "A" subject to revisions as approved by the City Attorney, in a Not-To-Exceed amount of One Hundred Forty-Five Thousand Eight Hundred and Sixty dollars ($145,860.00) and Authorizing the City Manager to Approve Change Orders Up to $14,586.

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

ADOPTED by the City Council of the City of Winters at a regular meeting held on the 18th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

EXHIBIT A

CONSTRUCTION CONTRACT

CITY OF WINTERS

CONSTRUCTION CONTRACT

WELL 4 REHABILITATION PROJECT

1. PARTIES AND DATE.

This Contract is made and entered into this 18th day of November, 2025 by and between the City of Winters, a California municipal corporation ("City") and Subsurface Technologies, a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at 40 Stone Castle Road, Rock Tavern, NY 12575 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a California municipal corporation, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing well rehabilitation and related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: [***INSERT LICENSE CLASSIFICATIONS***]

2.3 Project. City desires to engage Contractor to render such services for the Well 5 Rehabilitation Project ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Federal Requirements (Exhibit "G")
- Addenda
- Change Orders executed by the City

- [***INSERT EDITION***] Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall

include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 5 weeks, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.2 Force Majeure. Neither City nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor's exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of One Hundred dollars ($__100.00_____) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor

represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of One Hundred Forty-Five Thousand Eight Hundred and Sixty Dollars ($145,860.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. .

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under

Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the

SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and

night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate.

In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, “Claim” means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an

amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq*.

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through

negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no

such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall

not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive

all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer

will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Subsurface Technologies
40 Stone Castle Road,
Rock Tavern, NY 12575
Attn: [***INSERT CONTRACTOR REP. NAME AND TITLE***]

Copy to:

12294 Great Plains Way
Rancho Cordova, California 95742
Attn: [***INSERT CONTRACTOR REP. NAME AND TITLE***]

CITY:

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

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Yolo, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

3.17.21 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "G" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Contract and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF WINTERS
AND SUBSURFACE TECHNOLOGIES

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the 18th day of November 2025.

CITY OF WINTERS

By: _____
Jeremy Craig
City Clerk

SUBSURFACE TECHNOLOGIES

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Jeremy Craig
City Clerk

APPROVED AS TO FORM:

By: _____
Ethan Walsh
City Attorney

EXHIBIT "A"

SERVICES / SCHEDULE

[INSERT SCOPE OF SERVICES]

EXHIBIT "B"

PLANS AND SPECIFICATIONS

[INSERT ALL PLANS AND SPECS]

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

[*INSERT ADDITIONAL SPECIAL CONDITIONS USING ABOVE FORMAT***]**

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[*INSERT CONTRACTOR NAME***]**

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Winters (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____

(Corporate Seal) Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Winters (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or

subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "G"

FEDERAL REQUIREMENTS

SUBSURFACE TECHNOLOGIES
Well Rehabilitation Technology
40 Stone Castle Road, Rock Tavern, NY 12575
www.subsurfacetech.com

Phone: 916-389-4771
Fax: 845-567-1035
E-mail: psnelgrove@subsurfacetech.com

BUDGETARY PROPOSAL

Company Name: City of Winters
Address: 318 1st Street
City, State, Zip: Winters, CA 95694
Attn: Tony Luna - Operator

Date: April 21, 2025
Phone: 530-795-4291
Cell: 530-681-9415
E-mail: tony.luna@cityofwinters.org
Site: Well #4

	UNIT		TOTAL
Mobilization/De-Mobilization	$ 21,910.00	$	21,910.00
Preliminary Pump Test, Pump Removal & Pump Inspection	$ 6,865.00	$	6,865.00
Conduct Pre Treatment Video Survey	$ 1,470.00	$	1,470.00
Wire Brushing	$ 6,110.00	$	6,110.00
Aqua Freed Process	$ 35,200.00	$	35,200.00
Setup/teardown Development Equipment & Compressor Rental	$ 2,115.00	$	2,115.00
Mechanical Development up to 3 days Additional development if required $660/hr	$ 19,900.00	$	19,900.00
21K Tank Rental, Set Up Tear Down	$ 3,210.00	$	3,210.00
Conduct Post Treatment Video Survey	$ 1,470.00	$	1,470.00
10" Steel Discharge Head with Flange and Hardware	$ 15,940.00	$	15,940.00
Casing and Base Modification to include: Labor to demo existing pump base, prep well casing, weld 14" flange on casing, install 290' of stainless steel Aqua Gard pipe and labor to fit fabricated discharge head	$ 25,780.00	$	25,780.00
Set Owner's Pump & Conduct Post Treatment Pump Test	$ 5,575.00	$	5,575.00
Fuel Surcharge	$ 315.00	$	315.00
		Total: $	**145,860.00**

NOTE: Price and delivery for the goods listed in this proposal are based on current costs. The market for materials is highly volatile due to several global factors. Therefore, if our cost for any materials increase, we reserve the right to adjust our prices accordingly. If pricing has changed we will advise of the new price at time of order.

Budgetary Future Aqua Gard Service - 2026

Mobilization/De-Mobilization	$	2,310.00
Aqua Gard Service	$	12,100.00

NOTE: A fully executed well maintenance agreement must be received prior to installing an Aqua Gard system.

NOTE: Site access for rubber tire vehicles to be provided and maintained by owner or owners representative. All towing/dragging will be at owners expense. Standby rates will apply.

We propose to furnish material and labor -- in complete accordance with the above estimates, for the sum of **$ 145,860.00** AS OUTLINED ABOVE, plus tax unless a current tax exempt certificate is provided. Payment to be made as follows: **1.5% 10 days Net 30**. Partial billing may apply. Any unpaid balance over 30 days from the date of completion will have a finance charge added to the unpaid balance of 1.5% per month.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon consulting with client and approval and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We will maintain commercial general liability, business automobile and workers compensation insurance for the duration of this work. The owner should purchase any additional insurance he deems necessary for the protection of his interests.

STI Authorized: _____ Customer Accepted: _____
Printed Name/Title: _____ Printed Name/Title: _____
Date: _____ Date: _____

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION, SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECTED TO THE CONDITIONS PRINTED ON REVERSE SIDE, AND IS VALID FOR 10 DAYS. THEREAFTER IT IS SUBJECTED TO CHANGE WITHOUT NOTICE.

STANDARD TERMS AND CONDITIONS

STI agrees to provide the services set forth on the front of this Agreement pursuant to the terms of this Agreement, including, but not limited to, the following Standard Terms and Conditions which constitute a part of this Agreement.

ARTICLE 1. RIGHT OF ENTRY: The Customer grants a right of periodic entry to STI, its agents, staff, consultants and contractors or subcontractors, for the purpose of performing all acts, studies, and research (including, without limitation, the obtaining of samples and the performance of tests and evaluations) pursuant to the Stimulation.

ARTICLE 2. SAMPLING AND TESTING LOCATION: Test described in STI's report or shown on sketches are based on specific information furnished by others or estimates made in the field by STI's personnel. Such dimensions, depths or elevations are approximations and are not warranted to be exact.

ARTICLE 3. DOCUMENTS: Customer will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by STI for the proper performance of STI's services pursuant to this Agreement. STI may rely upon documents provided by the Customer in performing the services required under this Agreement.

ARTICLE 4. LIABILITY: Customer agrees to limit STI's liability to customer arising from negligent or other acts, errors, or omissions, such that STI's total aggregate liability for any cause and based upon any legal theory, including strict liability, shall not exceed the Total Charges received by STI pursuant to this Agreement.

ARTICLE 5. UNFORESEEN OCCURRENCE: If, during the performance of services, any unforeseen conditions or occurrences are encountered which, in STI's sole judgment significantly affect or may affect the services to be performed under this Agreement by STI or the risk involved in providing the stimulation, STI will have the right to terminate this Agreement and the services effective on the date specified by STI in writing.

ARTICLE 6. FORCE MAJEURE: STI is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of STI

ARTICLE 7. NO THIRD PARTY BENEFICIARIES: This Agreement gives no rights or benefits to anyone other than the Customer and STI and this Agreement has no third-party beneficiaries.

ARTICLE 8. LEGAL ACTION: All legal actions by either party against the other arising from this Agreement, or for the failure to perform in accordance with the applicable standard of care, or any other cause of action, will be barred 1 years from the date the claimant knew or should have known of its claim, but in any event no later than 2 years from the date of substantial completion of STI's services.

ARTICLE 9. SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating the responsibility or liability between Customer and STI shall survive the completion of the services and the termination of this Agreement.

ARTICLE 10. INTEGRATION: This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by all parties hereto.

ARTICLE 11. GOVERNING LAW: This Agreement shall be governed in all aspects by the laws of the State of New York

SUBSURFACE TECHNOLOGIES

March 21, 2025

Mr. Tony Luna
City of Winters
318 1st Street
Winters, CA 95694

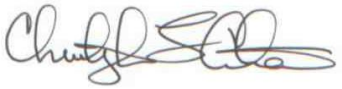
To whom it may concern:

This letter will confirm that the Aqua Freed® process and related equipment are protected under United States Patent Number 11,225,853 granted January 18, 2022, and Aqua Gard® Preventative Maintenance Systems, protected under United States Patent Number 12,173,583 B2 granted December 24, 2024, are proprietary products owned exclusively by Subsurface Technologies, Inc.

Subsurface Technologies, Inc., 40 Stone Castle Road, Rock Tavern, NY is the only authorized provider in the state of California.

If you have any questions regarding the technologies or the proprietary rights to them, please feel free to contact me at the below referenced number. In closing, thank you for your interest in using the Aqua Freed® well rehabilitation and Aqua Gard® well maintenance processes to solve your water supply problems.

Best Regards,



Christopher L. Catania
President

CLC/dc

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: November 18, 2025

THROUGH: Jeremy Craig, City Manager

FROM: Jack Snyder, Fire Chief

SUBJECT: Resolution No. 2025-67 Approving the Agreement for Yolo County Fire Services Mutual Aid

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RECOMMENDATION:
Adopt Resolution No. 2025-67 Approving the Agreement for Yolo County Fire Services Mutual Aid

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BACKGROUND:
The California Fire and Rescue Mutual Aid System, established under the California Emergency Services Act and coordinated by the California Office of Emergency Services (Cal OES), serves as the foundation for interagency emergency response across the State. At the local level, Yolo County operates as an Operational Area, providing a structured framework for the coordination and deployment of fire, rescue, and emergency medical resources during incidents that exceed the capacity of individual jurisdictions.

The Winters Fire Department (WFD) has been an active and reliable participant in the Yolo County Mutual Aid System for decades. Through this participation, the Department contributes to a regional approach to emergency management, one that prioritizes collective readiness, equitable resource sharing, and operational interoperability. The City's engagement in the mutual aid network enhances its resilience during emergencies while allowing Winters to support neighboring jurisdictions when their communities are impacted.

DISCUSSION
Participation in the Yolo County Mutual Aid System is a cornerstone of effective emergency management and public safety collaboration. The structure of this system enables agencies to mobilize resources swiftly and efficiently in response to complex or large-scale incidents, ensuring that no single community faces catastrophic events without regional support.
The continued participation of the Winters Fire Department offers several strategic and operational advantages:

- Regional Readiness and Coordination: The system facilitates multi-jurisdictional cooperation under standardized Incident Command System (ICS) and National Incident

Management System (NIMS) protocols. This interoperability is critical for managing dynamic emergencies, including wildland fires, hazardous materials incidents, and mass-casualty events.

- Operational Resilience: Mutual aid ensures the City of Winters has access to additional resources—personnel, apparatus, and equipment—when local capacity is exceeded, strengthening both initial response and sustained operations.
- Professional Development and Standardization: The system promotes regional training opportunities and consistent operational standards across Yolo County agencies, enhancing overall professional competencies and tactical cohesion.
- Fiscal Prudence: Most mutual aid operations are based on reciprocal support rather than direct cost recovery. However, participation ensures eligibility for State or Federal reimbursement during declared emergencies through Cal OES and FEMA mechanisms.

Continued involvement by the Winters Fire Department aligns with the City's adopted Strategic Plan for Public Safety and Emergency Preparedness and supports the goals outlined in the Yolo County Operational Area Emergency Management Plan.

FISCAL IMPACT:

There is no direct fiscal impacts associated with reaffirming participation in the Yolo County Mutual Aid System. Costs related to mutual aid responses are generally absorbed as part of standard operational activities. In cases of extended deployment or declared disasters, reimbursement mechanisms are available through Cal OES and FEMA, ensuring fiscal sustainability and cost recovery where applicable.

CONCLUSION:

The Winters Fire Department's continued participation in the Yolo County Mutual Aid System is essential to maintaining a high level of emergency readiness and regional collaboration. This longstanding partnership strengthens interagency coordination, optimizes resource allocation, and upholds the City's commitment to community safety and operational excellence.

Staff therefore recommends approval of continued participation and authorization for the Fire Chief to execute all necessary agreements to maintain compliance with Yolo County and State mutual aid requirements.

ATTACHMENTS:

1. Resolution No: 2025-67
2. Yolo County Mutual Aid Agreement
3. Notice of Termination of the 2022 Agreement for Yolo County Fire Services Mutual Aid

Resolution No. 2025-67

A Resolution of the City Council of the City of Winters
Approving the Agreement for Yolo County Fire Services Mutual Aid

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WHEREAS, the City of Winters, through its Fire Department, is committed to the protection of life, property, and the environment within its jurisdiction and the surrounding region; and

WHEREAS, the State of California has established a coordinated framework for fire and rescue mutual aid under the California Emergency Services Act and the California Fire and Rescue Mutual Aid System, as administered by the California Office of Emergency Services (Cal OES); and

WHEREAS, Yolo County functions as an Operational Area within this statewide system, facilitating the coordination, sharing, and deployment of emergency resources among participating fire agencies, including the Cities of Davis, Woodland, West Sacramento, Winters, and the Yolo County Fire Protection Districts; and

WHEREAS, the Winters Fire Department has historically participated as an active and reliable member of the Yolo County Mutual Aid System, providing and receiving assistance during incidents such as structure fires, wildland fires, rescues, hazardous materials events, and other large-scale emergencies; and

WHEREAS, participation in the Yolo County Mutual Aid System enhances the City's capacity to respond effectively to emergencies exceeding local resources, supports regional preparedness, and ensures compliance with National Incident Management System (NIMS) and Incident Command System (ICS) standards; and

WHEREAS, continued participation strengthens interagency collaboration, supports training and professional development, promotes fiscal efficiency through reciprocal aid and potential disaster reimbursement, and advances the City's goals for public safety and resilience as identified in the City of Winters' Strategic Plan and the Yolo County Operational Area Emergency Management Plan; and

WHEREAS, this agreement requires periodic reaffirmation of participation by member agencies to ensure continued operational readiness and coordination within the County's mutual aid framework;

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

1. The City Council hereby approves the Agreement for Yolo County Fire Services Mutual Aid attached as Exhibit A.
2. The City Council hereby authorizes the Winters Fire Department to continue its participation in the Yolo County Mutual Aid System in accordance with the California Fire and Rescue Mutual Aid Plan and Yolo County Operational Area guidelines.
3. The Fire Chief is authorized to execute all necessary agreements, letters of intent, and related documents to maintain the City's standing as an active participant in the Yolo County Mutual Aid System.
4. The City Council affirms its continued commitment to regional emergency

preparedness, mutual cooperation, and resource sharing as essential components of effective public safety governance.

PASSED AND ADOPTED this 18th day of November 2025, by the following vote **:**

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Zorina Treat, Deputy City Clerk

Exhibit A
Agreement for Yolo County Fire Services Mutual Aid

AGREEMENT FOR YOLO COUNTY FIRE SERVICES
MUTUAL AID

Effective this 10 day of November, 2025, this Agreement for Yolo County Fire Services Mutual Aid ("**Agreement**") is entered into and between each of the signatory Fire Protection Districts or Fire Departments (each a "**Signatory Agency**" and collectively the "**Signatory Agencies**").

RECITALS:

WHEREAS, each of the Signatory Agencies maintain and operate fire protection resources within their respective jurisdictions; and

WHEREAS, it is the desire of each Signatory Agency to mutually render aid to any other Signatory Agency to combat the effects of fire or other emergencies when such aid is necessary;

NOW, THEREFORE, each Signatory Agency agrees as follows:

1. To furnish fire emergency response personnel, equipment, materials, and supplies, and to render such aid to each Signatory Agency as may be necessary to respond to a fire, medical, vehicle accident, or other emergency that has or may develop beyond the capacity of a Signatory Agency, and therefore requires assistance from the other Signatory Agencies.

2. Such mutual aid shall be provided by each Signatory Agency to each of the other Signatory Agencies, as needed, within the limits of the resources of the Signatory Agency providing the mutual aid. For the avoidance of doubt, this obligation is intended to be mutual and reciprocal as to each Signatory Agency.

3. It is the duty of each Signatory Agency to cooperate to the fullest extent possible in providing mutual aid, provided however, that no Signatory Agency shall be required to deplete unreasonably its own fire emergency response personnel, equipment, materials, or supplies in furnishing such aid.

4. A request for mutual aid shall be made through the established communications systems common to each Signatory Agency by a responsible fire official of the Signatory Agency requesting such aid.

5. Mutual aid provided pursuant to this Agreement will be extended with the express understanding that the local fire official having jurisdiction shall serve as the Incident Commander (IC). The National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS), and the Incident Command System (ICS) are the resource management methods that the Agency will use to manage the

emergency.

6. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any Signatory Agency and no Signatory Agency shall have any right of action hereunder against another Signatory Agency for any cause whatsoever. The assurance of mutual aid set forth herein shall constitute the sole consideration for the performance hereof and no Signatory Agency shall be obligated to reimburse any other Signatory Agency for any action taken or aid rendered hereunder, or for use of any material, damage to equipment, or liability incurred which may occur in the course of rendering the assistance herein provided for.

7. The Signatory Agency receiving mutual aid shall be responsible for providing, as reasonably necessary, food, housing, fuel, oil, and other on-scene immediate needs of personnel and equipment provided through the exercise of this Agreement.

8. Each Signatory Agency (the "**Indemnifying Agency**") shall protect, indemnify, and hold harmless each of the other Signatory Agencies, their respective officers, officials, employees, volunteers, and agents from and against any and all liability, loss, expense, including attorneys fee, or claims for injury or damages arising out of the Indemnifying Agency's performance of this Agreement and resulting from the negligent or intentional acts or omissions of the Indemnifying Agency, its officers, officials, employees, volunteers, or agents.

9. This Agreement shall remain operative from the date hereof until either terminated or modified. Any Signatory Agency may withdraw at any time, upon the provision of thirty (30) days' advance written notice to each of the other Signatory Agencies. Thirty (30) days from the date the notice is postmarked the withdrawing Signatory Agency shall no longer be a party to this Agreement.

10. Any and all notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed delivered when personally delivered to the party to whom it is addressed, or one business day after deposit to a commercial overnight courier that guarantees next day delivery and provides a receipt, or three business days after deposit in the United States mail, registered or certified, addressed to such party at the address listed in Exhibit A. Any Signatory Agency may change the address for notifications hereunder by giving written notice of such change to the other Signatory Agencies.

11. This Agreement contains the full understanding of the Signatory Parties with respect to the subject matter and supersedes all prior understandings, written or oral, relating to the same subject. No change, amendment, waiver or modification to this Agreement, shall be effective unless it is in writing and signed by the authorized representatives of all Signatory Agencies.

12. Accurate and legible photocopies, images, PDF or faxed versions of signatures to this Agreement shall have the same legal effect as an original signature, this Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of each of the following Signatory Agencies as of the date set forth next to each signature.

Date: _____, 2025

_____
Jaime Ramirez, Fire Chief
Arbuckle/College City Fire Protection District

Date: _____, 2025

_____
Jesse Capitanio, Fire Chief
Capay Valley Fire Protection District

Date: _____, 2025

_____
Craig W. Hamblin, Sr., Fire Chief
Clarksburg Fire Protection District

Date: _____, 2025

_____
Shawn Kinney, Fire Chief
Yocha Dehe Fire Department

Date: _____, 2025

_____
Eric Zane, Fire Chief
City of Woodland Fire Department
Springlake Fire Protection District

Date: _____, 2025

_____
Nathaniel Hartinger, Fire Chief
UC Davis Fire Department

Date: _____, 2025

_____
David Stiles, Fire Chief
West Plainfield Fire Protection District

Date: _____, 2025

_____
Steve Binns, Fire Chief
West Sacramento Fire Department

Date: _____, 2025

_____
Marcus Klinkhammer, Fire Chief
Willow Oak Fire Protection District

Date: _____, 2025

_____
Jack Snyder, Fire Chief
Winters Fire Department

Date: _____, 2025

_____
Dan Tafoya, Jr., Fire Chief
Yolo Fire Protection District

Date: _____, 2025

_____
Chase Covington, Fire Chief
Zamora Fire Protection District

Date: _____, 2025

_____
Joe Tenney, Fire Chief
City of Davis Fire Department
East Davis County Fire Protection District
No Man's Land Fire Protection District

Date: _____, 2025

_____
David Garrison, Fire Chief
Dunnigan Fire Protection District

Date: _____, 2025

_____
Richard Yeung, Fire Chief
Board of Fire Commissioners
Elkhorn Fire Protection District

Date: _____, 2025

_____
Curtis Lawrence, Fire Chief
Esparto Fire Protection District

Date: _____, 2025

_____
Martin Jones, Fire Chief
Knights Landing Fire Protection District

Date: _____, 2025

_____
Paul Green, Fire Chief
Madison Fire Protection District

EXHIBIT A

**SIGNATORY AGENCY
NOTICE INFORMATION**

Jaime Ramirez, Fire Chief Arbuckle/College City Fire Protection District 506 Lucas Street Arbuckle, CA 95912 Arbucklefire@frontiernet.net
Jesse Capitanio, Fire Chief Capay Valley Fire Protection District PO Box 6 Brooks, CA 95606 Capayvalley@yahoo.com
Craig W. Hamblin, Sr., Fire Chief Clarksburg Fire Protection District PO Box 513 Clarksburg, CA 95612 Chfire@msn.com
Shawn Kinney, Fire Chief Yocha Dehe Fire Department PO Box 186 Brooks, CA 95606Skinney@yochadehe.gov
Eric Zane, Fire Chief City of Woodland Fire Department Spring lake Fire Protection District 1000 Lincoln Avenue Woodland, CA 95695 Eric.zane@cityofwoodland.org
Nathan Hartinger, Fire Chief UC Davis Fire Department 1 Shields Avenue Davis, CA 95616 Nbhartinger@ucdavis.edu

David Stiles, Fire Chief West Plainfield Fire Protection District 24901 County Road 95 Davis, CA 95616 Dstiles@westplainfieldfire.gov
Steve Binns, Fire Chief West Sacramento Fire Department 2040 Lake Washington Blvd West Sacramento, CA 95691 Steveb@cityofwestsacramento.org
Marcus Klinkhammer, Fire Chief Willow Oak Fire Protection District 18111 County Road 94B Woodland, CA 95695 mklinkhammer@willowoakfire.gov
Jack Snyder, Fire Chief Winters Fire Department 700 Main Street Winters, CA 95694 Jack.Snyder@wintersfire.org
Dan Tafoya, Jr., Fire Chief Yolo Fire Protection District PO Box 466 Yolo, CA 95697 Dntafoya@yahoo.com
Chase Covington, ,Fire Chief Zamora Fire Protection District PO Box 143 Zamora, CA 95698 Zamorafpd@gmail.com
Joe Tenney, Fire Chief City of Davis Fire Department East Davis County Fire Protection District No Man's Land Fire Protection District 530 5th Street Davis, CA 95616 Jtenney@cityofdavis.org

David Garrison, Fire Chief Dunnigan Fire Protection District PO Box 213 Dunnigan, CA 95937 Dgarrison@dunniganfire.com
Richard Yeung, Fire Chief Board of Fire Commissioners Elkhorn Fire Protection District 19396 County Road 124 West Sacramento, CA 95691 Turrwet@aol.com
Curtis Lawrence, Fire Chief Esparto Fire Protection District PO Box 366 Esparto, CA 95627 Curtis@espartofire.org
Martin Jones, Fire Chief Knights Landing Fire Protection District PO Box 578 Knights Landing, CA 95645 Mjonesklfd@gmail.com
Paul Green, Fire Chief Madison Fire Protection District PO Box 12 Madison, CA 95653 Paul_green49@yahoo.com

November 10, 2025

BY U.S. MAIL AND
ELECTRONIC MAIL

***See* Exhibit A for List of Recipients**

Subject: Notice of Termination – Yolo County Fire Services Mutual Aid

This letter constitutes a notice of termination of the 2022 *Agreement for Yolo County Fire Services Mutual Aid* for the mutual provision of fire emergency response services, a copy of which is attached here as Exhibit B (the "**Agreement**"). Specifically, pursuant to Paragraph 9 of the Agreement, the Agreement is terminated effective November 10, 2025 (the "**Effective Date**").

The Agreement, pursuant to this Notice of Termination, shall be fully and finally concluded as of the Effective Date. As of the Effective Date, no party to the Agreement shall have any obligations to any other party under the Agreement.

Date: _____, 2025

_____
Jaime Ramirez, Fire Chief
Arbuckle/College City Fire Protection District

Date: _____, 2025

_____
Jesse Capitanio, Fire Chief
Capay Valley Fire Protection District

Date: _____, 2025

_____
Craig W. Hamblin, Sr., Fire Chief
Clarksburg Fire Protection District

Date: _____, 2025

_____
Shawn Kinney, Fire Chief
Yocha Dehe Fire Department

Date: _____, 2025

_____
Eric Zane, Fire Chief
City of Woodland Fire Department
Springlake Fire Protection District

Date: _____, 2025

_____
Nathaniel Hartinger, Fire Chief
UC Davis Fire Department

Date: _____, 2025

_____
David Stiles, Fire Chief
West Plainfield Fire Protection District

Date: _____, 2025

_____
Steve Binns, Fire Chief
West Sacramento Fire Department

Date: _____, 2025

_____
Marcus Klinkhammer, Fire Chief
Willow Oak Fire Protection District

Date: _____, 2025

_____
Jack Snyder, Fire Chief
Winters Fire Department

Date: _____, 2025

_____
Dan Tafoya, Jr., Fire Chief
Yolo Fire Protection District

Date: _____, 2025

_____
Chase Covington, Fire Chief
Zamora Fire Protection District

Date: _____, 2025

_____
Joe Tenney, Fire Chief
City of Davis Fire Department
East Davis County Fire Protection District
No Man's Land Fire Protection District

Date: _____, 2025

_____
David Garrison, Fire Chief
Dunnigan Fire Protection District

Date: _____, 2025

_____
Richard Yeung, Fire Chief
Board of Fire Commissioners
Elkhorn Fire Protection District

Date: _____, 2025

_____
Curtis Lawrence, Fire Chief
Esparto Fire Protection District

Date: _____, 2025

_____
Martin Jones, Fire Chief
Knights Landing Fire Protection District

Date: _____, 2025

_____
Paul Green, Fire Chief
Madison Fire Protection District

EXHIBIT A

LIST OF RECIPIENTS

Jaime Ramirez, Fire Chief Arbuckle/College City Fire Protection District 506 Lucas Street Arbuckle, CA 95912 Arbucklefire@frontiernet.net
Jesse Capitanio, Fire Chief Capay Valley Fire Protection District PO Box 6 Brooks, CA 95606 Capayvalley@yahoo.com
Craig W. Hamblin, Sr., Fire Chief Clarksburg Fire Protection District PO Box 513 Clarksburg, CA 95612 Chfire@msn.com
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Dan Tafoya, Jr., Fire Chief Yolo Fire Protection District PO Box 466 Yolo, CA 95697 Dntafoya@yahoo.com
Chase Covington, Fire Chief Zamora Fire Protection District PO Box 143 Zamora, CA 95698 Zamorafpd@gmail.com
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Martin Jones, Fire Chief Knights Landing Fire Protection District PO Box 578 Knights Landing, CA 95645 Mjonesklfd@gmail.com
Paul Green, Fire Chief Madison Fire Protection District PO Box 12 Madison, CA 95653 Paul_green49@yahoo.com

EXHIBIT B

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: November 18, 2025

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

THROUGH: Jeremy Craig, City Manager

SUBJECT: Resolution 2025-65 Approving a Professional Services Agreement with NJA Architecture, in an amount not to exceed $32,650 for the Winters Community Center/Senior Center conceptual design project.

RECOMMENDATION:

Adopt Resolution 2025-65 Approving a Professional Services Agreement with NJA Architecture, in an amount not to exceed $32,650, for the Winters Community Center/Senior Center Conceptual Design Project.

BACKGROUND:

On April 16, 2024 City Manager Jeremy Craig presented the City Council with three options to be considered for the future of the Winters Senior Center. The discussion was to disencumber the current CDBG grant because the project could not be completed in the three years allotted. In discussions with grant administrators, they still expressed a favorable view toward funding the Senior Center project in a future round of grant applications. However, they noted that the project needs to be shovel-ready, with completed designs and updated environmental work. During the three-year grant period, rapid construction cost inflation led to a new project cost estimate of $5 to $5.5 million. This means that if the City were to successfully receive a new CDBG grant in the maximum amount of $4 million, the City would still need to find funding for the remaining $1 to $1.5 million to complete the project, which cannot come from outside state or federal grants.

The three options recommended by staff and considered by the Council were as follows:

1. The Council could choose to eliminate the Senior Center project due to

insufficient resources.

2. The Council could direct staff to procure the environmental update and architectural design utilizing development impact facility fees and reapply for a new CDBG grant when the process reopens in Fall 2024.
3. The Council could direct staff not to procure the environmental update and architectural design and submit a CDBG grant application in the hope of being selected, but with the understanding that the application would not be "shovel ready" as requested by the grant agency.

After discussion and deliberation, the Council approved moving forward with Option 2. On May 2, 2024, staff posted an RFP for the Senior Center Design Services (Project NO. 004-24) with a deadline of June 3, 2024, and received nine proposals for the project. Staff, along with consultant Colleen Brock, evaluated the proposals and chose four firms to interview. After interviewing the four firms, staff determined NJA Architecture to be the most responsive and responsible proposal for this project, which was also the lowest responsive bid.

In October 2024, City staff submitted a CDBG grant application for funding of a senior center. The City had prepared and submitted shovel-ready plans for a newly constructed senior center at a site the City owns near the Blue Mountain Senior Apartments. Unfortunately, despite complete plans and submitting the grant application at the earliest time allowed, the City was not selected as one of the grant recipients.

At its May 6, 2025 City Council meeting, the City Council discussed options for still achieving a Senior Center without having the grant. An option raised at the meeting was to explore adding on to the existing Community Senior to provide a Senior City on that site. This approach would offer savings, as the site already has parking, a kitchen, bathrooms, and all utilities which may make the project more economically feasible. City staff reached out to the architects who completed the Senior Center plans, (NJA Architecture) and they walked the Community Center and felt the idea may have merit.

DISCUSSION:

City staff would now like to use NJA Architecture to combine the design concepts and amenities from the senior center plans with the current plans the city had drawn up to remodel the community center together putting both the senior center and community center at the 201 Railroad Ave location.

FISCAL IMPACT:

The total cost for this contract is not to exceed $32,650 funded by Facilities Development Impact Fees.

ATTACHMENTS:

1. Resolution 2025-65
2. Professional Services Agreement

3. Proposal

RESOLUTION. 2025-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NJA ARCHITECTURE, IN AN AMOUNT NOT TO EXCEED $32,650 FOR THE COMMUNITY CENTER/SENIOR CENTER CONCEPTUAL DESIGN PROJECT

WHEREAS, on April 16, 2024, the City Manager presented the City Council with three options to move forward with the future of the Winters Senior Center located on the property at 143 E. Baker St, Winters, CA, 95694; and

WHEREAS, of those options, the City Council directed staff to procure the environmental update and architectural design utilizing development impact facility fees and reapply for a new Community Development Block Grant (CDBG) grant when the process reopens in the fall; and

WHEREAS, on May 2, 2024, staff posted a Request for Proposals for the Senior Center Design Services; and

WHEREAS, on June 3, 2024, staff received nine responsive proposals for this project; and

WHEREAS, on June 6, 2024, City staff, along with consultant Colleen Brock, evaluated the nine proposals and chose four firms to interview; and

WHEREAS, on June 10-11, 2024, City staff along with Colleen Brock interviewed the four finalists and determined NJA Architecture to be the most responsive and responsible proposal for this project; and

WHEREAS, on June 18, 2024 City Council approved a professional services agreement with NJA Architecture to design and supply the City with a complete set of plans ready for bid; and

WHEREAS, despite the short deadline, NJA Architecture completed the plans within that time frame allowing the city to submit to the state for grant funding on schedule; and

WHEREAS, even though the City submitted the grant application at the earliest time allowed, the City was not chosen as one of the recipients for the grant and had to postpone the Senior Center Project; and

WHEREAS, City staff is evaluating the option of combining the amenities in the Senior Center plans with the City's community center remodel design; and

WHEREAS, the City would like to use NJA Architecture for this design concept given the fact that they drew the original Senior Center designs and the City desires a design for the community center remodel; and

WHEREAS, staff recommends that the City Council approve a Professional Services Agreement with NJA Architecture.

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

1. The recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The City Council hereby approves a Professional Service Agreement with NJA Architecture, in the amount of $32,650, and authorizes the City Manager to execute the agreement and related documents in forms approved by the City Attorney.

DULY AND REGULARLY ADOPTED this 18th day of November 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WINTERS
AND NJA ARCHITECTURE

This Agreement is made and entered into as of November 18, 2025 by and between the City of Winters, a California municipal corporation with its principal place of business at 318 First Street, Winters, CA 95694 ("City"), and NJA Architecture, a California private corporation with its principal place of business at 212 W. Pine Street, Suite 1, Lodi, CA 95240 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a California municipal corporation and is in need of professional services for the following work:

Design services for the Winters Senior Center/Community Center Conceptual Design (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Thirty-Two Thousand Six Hundred and Fifty Dollars ($32,650)**. This amount is to cover the work in Exhibit A and shall include printing and related costs. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term of Performance

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the performance of services required hereunder **within 90 calendar days**. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA and HUD requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

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

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement

(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

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

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise

out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens,

including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Jose Ochoa as Project Manager. Consultant must notify the City if the Project Manager is removed or reassigned from the Project.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Winters	NJA Architecture
318 First Street	212 W. Pine Street, Suite 1
Winters, CA 95694	Lodi, CA 95240
Attn: Jeremy Craig, City Manager	Attn: Nick Seward, Owner

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WINTERS AND NJA ARCHITECTURE

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

CITY OF WINTERS,
A CALIFORNIA MUNICIPAL
CORPORATION

By: _____
Jeremy Craig
City Manager

NJA ARCHITECTURE,

By: _____
Nick Seward
Owner

ATTEST:

By: _____
Jeremy Craig, City Clerk

APPROVED AS TO FORM:

By: _____

Ethan Walsh, City Attorney

EXHIBIT A

Scope of Services

1.0 Existing Facility and Site Assessment

- Client meeting to visit the existing site and discuss needs
- Review and assess existing conditions and documentation
- Develop narrative summary of existing Architectural, Structural, Mechanical, Plumbing, and Electrical Systems

2.0 Conceptual Design and Programming

- (2) Virtual client meetings to review program sketch concepts
- Review state and local codes and ordinances
- Provide (3) conceptual program and sketch renderings
- Provide ROM Cost Estimate for each conceptual option

EXHIBIT B
Schedule of Charges

ARCHITECTURE ASSESSMENT $10,250

- SMPE ENGINEERING ASSESSMENT

  (NOTE SURVEY, GEOTECH, CIVIL, AND LANDSCAPE NOT INCLUDED)

ARCHITECTURAL CONCEPTS $18,900

- SMPE BASIS OF DESIGN NARRATIVES

  (NOTE SURVEY, GEOTECH, CIVIL, AND LANDSCAPE NOT INCLUDED)

REIMBURSABLE EXPENSES $3,500 (T&M)

PAYMENT TERMS

Balance will be invoiced monthly on progress to date. Final drawings will be issued to client upon receipt of payment of remaining balance. Payments are due and payable within (30) calendar days of City's receipt of Consultant's invoice.

ADDITIONAL SERVICES

At the request of City, Consultant shall provide additional services not included in the Architectural Services specified above. Additional services shall be provided on an hourly basis in accordance with the following hourly rate, and shall be billed on a monthly basis:

- Principal/Owner $250/hour
- Senior Project Designer/Manager $195/hour
- Project Architect/Manager $175/hour
- Project Designer $155/hour
- Architectural Staff Level 2 $110/hour
- Architectural Staff Level 1 $90/hour
- Admin Staff $75/hour

  Note: Amendments to Article 2.0 Payment Schedule will be updated at the time of approved additional services if any.

REIMBURSABLE EXPENSES

Consultant shall be compensated for reimbursable expenses such as reproductions and postage.

30 x 42 Black & White $6.56 ea.

24 x 36 Black & White $4.00 ea.

8.5 x 11 Color $0.50 ea.

8.5 x 11 Black & White $0.25 ea.

12 x 18 Color $1.50 ea.

12 x 18 Black & White $1.00 ea.

Exceeded Site Visits - Travel - IRS Standard Millage Rate +15%

City Meetings: 8 meeting(s) are included in the fee.

Any invoice amounts disputed in good faith by City and the reasons therefore will be reported to Consultant within five (5) calendar days after receipt of the applicable invoice, and City and Consultant agree to work diligently to resolve the dispute within ten (10) calendar days of Consultant's receipt of the notice of dispute from Client.

SERVICE AGREEMENT

WINTERS
COMMUNITY CENTER
ADDITION AND RENOVATIONS

PREPARED FOR

Eric Lucero, Director
Operations & Maintenance
City of Winters, Public Works
318 1st Street
Winters, CA 95694

PREPARED BY

NJ Associates, Inc. DBA NJA & NJA Architecture
Licensed Architect, Owner, John Vierra (License No. C35199)
Licensed Architect, Owner, Nick Seward (License No. C38947)

DATE

09.25.25

PROJECT SCOPE

PROJECT LOCATION 201 Railroad Avenue
Winters, CA 95694

- Addition and Renovations to the existing Winters Community Center to accommodate Senior Center activities. Proposed Program as follows:
  - Addition +/- 1,900 SF Senior Center
    - Lounge and Library
    - Recreation Room
    - (1) Administrative Office
    - Restrooms as required
    - Storage & Utility areas
  - Renovations to Existing 8,100 SF Community Center
    - As necessary to accommodate Senior Center Program
- Site Improvements
  - Shaded Outdoor Patio
  - Raised Gardening Area
  - Accessible Pathways
  - Site Furnishings

WHAT TO EXPECT

NJA Architecture is pleased to provide a list of services identified in the following pages. We strive to provide a sensible and well-thought out design solution to meet our clients needs. In addition, we firmly believe that architecture should be an authentic expression of our clients' values.

At each stage of the design process, we work together as a collaborative team. NJA, the client, consultants, and government agencies meet and communicate to maximize opportunities and ensure requirements are being met.

After signature of this agreement, your point of contact will reach out to you and set up a kick-off call to review the project timeline and any missing items to get the work started.

01 SCOPE OF SERVICES

TASK 1.0
EXISTING ASSESSMENT

1.0 Existing Facility and Site Assessment

- (1) Client meeting to visit the existing site and discuss needs
- Review and assess existing conditions and documentation
- Develop narrative summary of existing Architectural, Structural, Mechanical, Plumbing, and Electrical Systems

TASK 2.0
CONCEPTUAL DESIGN

2.0 Conceptual Design and Programming

- (2) Virtual client meetings to review program sketch concepts
- Review state and local codes and ordinances
- Provide (3) conceptual program and sketch renderings
- Provide ROM Cost Estimate for each conceptual option

01 SCOPE OF SERVICES

ARCHITECTURAL SERVICES NOT PROVIDED

- Changes in the project's program defined in 1.0 Project Scope
- Environmental Analysis - Phase 1 & 2 reports
- Hazardous material reports and abatement if necessary
- Joint trench design & dry utilities
- PUE determinations
- Septic Systems
- Frontage improvements, street improvements and/or dedication
- Fire sprinkler plan / fire alarm
- Solar design and engineering
- EV charging stations and engineering
- Signage design and signage permit
- Furniture and specialty equipment design and engineering
- Food Service Equipment Design and Specification
- Lighting Design
- Acoustic Design
- Surveying
- Civil Engineering
- Landscape Design
- Schematic Design
- Design Development
- Construction Documents
- Permitting
- Bidding
- Contract Administration
- Closeout
- Building commissioning
- Any governmental fees required by this work
- NJA cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.

02 FEE BREAKDOWN

DISCIPLINES	FEE
TASK 1.0 EXISTING ASSESSMENT	
ARCHITECTURE ASSESSMENT	$10,250
SMPE ENGINEERING ASSESSMENT	
(NOTE SURVEY, GEOTECH, CIVIL, AND LANDSCAPE NOT INCLUDED)	
TASK 2.0 CONCEPTUAL DESIGN	
ARCHITECTURAL CONCEPTS	$18,900
SMPE BASIS OF DESIGN NARRATIVES	
(NOTE SURVEY, GEOTECH, CIVIL, AND LANDSCAPE NOT INCLUDED)	
TOTAL (ABOVE SERVICES FIXED FEE)	**$29,150**
REIMBURSABLE EXPENSES	$3,500 (T&M)

DATE AUTHORIZATION

DATE AUTHORIZATION

ARTICLE 2.1

PAYMENT TERMS

Balance will be invoiced monthly on progress to date.
Final drawings will be issued to client upon receipt of payment of remaining balance.

Payments are due and payable within (30) calendar days of Client's receipt of NJA's invoice. Undisputed amounts unpaid (30) calendar days after the invoice date shall bear interest from the date payments are due at a rate of 10% per annum (.833% per month), or the maximum amount allowed by applicable law.

ARTICLE 2.2

ADDITIONAL SERVICES

At the request of Client, NJA shall provide additional services not included in the Architectural Services specified above. Additional services shall be provided on an hourly basis in accordance with the following hourly rate, and shall be billed on a monthly basis:

Principal/Owner	$250/hour
Senior Project Designer/Manager	$195/hour
Project Architect/Manager	$175/hour
Project Designer	$155/hour
Architectural Staff Level 2	$110/hour
Architectural Staff Level 1	$90/hour
Admin Staff	$75/hour

Note: Amendments to Article 2.0 Payment Schedule will be updated at the time of approved additional services if any.

ARTICLE 2.3

REIMBURSABLE EXPENSES

NJA shall be compensated for reimbursable expenses such as reproductions and postage.

30 x 42 Black & White	$6.56 ea.
24 x 36 Black & White	$4.00 ea.
8.5 x 11 Color	$0.50 ea.
8.5 x 11 Black & White	$0.25 ea.
12 x 18 Color	$1.50 ea.
12 x 18 Black & White	$1.00 ea.

Exceeded Site Visits - Travel - IRS Standard Millage Rate +15%

Client Meetings: 8 meeting(s) are included in the fee.

Any invoice amounts disputed in good faith by Client and the reasons therefore will be reported to NJA within five (5) calendar days after receipt of the applicable invoice, and Client and NJA agree to work diligently to resolve the dispute within ten (10) calendar days of NJA's receipt of the notice of dispute from Client.

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	November 18, 2025
THROUGH:	Jeremy Craig, City Manager
FROM:	Anthony Hanner, Building Code Official Jack Snyder, Fire Chief
SUBJECT:	Public Hearing and Adoption of Ordinance 2025-10 Repealing and Recasting Title 15 and Adopting by Reference the 2025 Building Standards Code, 2025 Fire Code, & Uniform Codes

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RECOMMENDATION: Staff recommends that the City Council:

1. Conduct a public hearing regarding Ordinance 2025-10; and

2. Adopt **ORDINANCE 2025-10 OF THE CITY COUNCIL OF THE CITY OF WINTERS REPEALING AND RECASTING TITLE 15 OF THE WINTERS MUNICIPAL CODE; ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA FIRE CODE, THE 1997 UNIFORM HOUSING CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 CALIFORNIA HISTORICAL BUILDING CODE, THE 2025 CALIFORNIA EXISTING BUILDING CODE, THE 2025 CALIFORNIA ADMINISTRATIVE CODE, THE 2025 CALIFORNIA ENERGY CODE, AND THE 2025 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH LOCAL AMENDMENTS**

BACKGROUND:
Every three years, the California Building Standards Commission updates the California building codes to reflect the latest in building and fire safety standards. The California Building Standards Commission published the 2025 California Building Standards Code. The 2025 California Building Standards Code will take effect on January 1, 2026.

While the 2025 California Building Standards Code take effect on January 1, 2026 without any City action, state law allows cities to adopt and amend the codes to meet local needs. Specifically, the City is permitted to establish more restrictive building standards than those contained in the Code provided the amendments are supported by express findings showing that are "reasonably necessary because of local climatic, geological or topographical conditions." (Health & Saf. Code, §§ 18941.5, 17958.7.) Also, adopting the California Building Standards Code into the City's Municipal Code will allow the City to prosecute violations of the Building Standards Code as violations of its Municipal Code.

This proposed ordinance will repeal and recast Title 15 of the Winters Municipal Code and adopt by reference the 2025 California Building Standards Code, the 2025 Fire Code and other uniform codes.

The amendments to the Building Code, contained in Title 15 of the Winters Municipal Code, have been prepared by the Winters Building and Code Enforcement Division, which is part of the Community Development Department . The Building Division's justifications, findings and explanations for the changes to the Building Code and the Electrical Code are listed in Exhibit A to Ordinance 2025-10 and are primarily administrative in nature because they relate to how fees are set and paid for.

The amendments to the Fire Code, contained in Chapter 15.20 of the Winters Municipal Code, have been prepared by the Winters Fire Department. The Fire Department's justifications, findings and explanations for the changes to the Fire Code are listed in Exhibit A to Ordinance 2025-10. The changes to the Fire Code primarily require the installation of automatic fire sprinklers based on occupancy and square footage. The changes also require curb markings and signage where fire hydrants are located and prohibit parking in those areas.

The City Council previously adopted these local amendments on September, 2025 when it adopted the 2022 California Building Standards Code, the 2022 Fire Code and other uniform codes.

FISCAL IMPACT:
Other than staff time and contract legal and building division labor costs, there are no direct costs associated with the adoption of this Ordinance.

ATTACHMENTS:
1. Ordinance No. 2025-10, including Exhibit A (Findings)
2. Exhibit B (Title 15) to Ordinance No. 2025-10

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS REPEALING AND RECASTING TITLE 15 OF THE WINTERS MUNICIPAL CODE; ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA FIRE CODE, THE 1997 UNIFORM HOUSING CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 CALIFORNIA HISTORICAL BUILDING CODE, THE 2025 CALIFORNIA EXISTING BUILDING CODE, THE 2025 CALIFORNIA ADMINISTRATIVE CODE, THE 2025 CALIFORNIA ENERGY CODE, AND THE 2025 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH LOCAL AMENDMENTS

WHEREAS, the California Building Standards Commission ("Commission") adopted the 2025 edition of the California Building Standards Code; and

WHEREAS, pursuant to Government Code section 50022.1 *et seq.*, the City of Winters ("City") may adopt by reference the California Building Standards Code, 2025 edition, as provided in Title 24 of the California Code of Regulations and other codes; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 allow for a city to adopt and make local amendments and modifications to the building standards in the California Building Standards Code to establish more restrictive building standards than those contained in the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 require a city, before making any amendments and modifications to the California Building Standards Code, to make an express finding that such amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, pursuant to California Health and Safety Code Sections 17958, the changes or modifications are substantially equivalent to changes or modifications that were previously filed by the City Council of the City of Winters and were in effect as of September 30, 2025 and/or relate to home hardening; and

WHEREAS, based upon the recommendations of the Building Code Official and the Fire Chief, the City Council finds that the proposed amendments to the 2025 California Building Standards Code set forth in this Ordinance are more restrictive than the standards adopted by the California Building Standards Commission, would decrease the number of potential incidences of

property damage, injury, and death due to fires and earthquakes, and are reasonable and necessary to mitigate local climatic, geological, or topographical conditions; and

WHEREAS, the City held a public hearing on November 18, 2025 at which time all interested persons had the opportunity to appear and be heard on the matter of adopting these residential fire and building code amendments; and

WHEREAS, the City Council wishes to adopt this Ordinance to ensure that residential and commercial building and fire protection regulations are in place to protect the public.

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

SECTION 1. Recitals. The above recitals are true and correct and hereby incorporated into this Ordinance.

SECTION 2. Purpose. The purpose of this Ordinance is to adopt by reference, with certain local amendments, (A) the 2025 California Building Code, which incorporates the 2024 Edition of the International Building Code published by the International Code Council; (B) the 2025 California Residential Code, which incorporates and amends the 2024 Edition of the International Residential Code; (C) the 1997 Uniform Code for the Abatement of Dangerous Buildings; (D) the 2025 California Electrical Code, which incorporates and amends the 2023 Edition of the National Electrical Code; (E) the 2025 California Fire Code, which incorporates and amends the 2024 International Fire Code, together with all appendices and tables; (F) the 1997 Uniform Code published by the International Conference of Building Officials; (G) the 2025 California Mechanical Code, which incorporates and amends the 2024 Edition of the Uniform Mechanical Code; (H) the 2025 California Plumbing Code, which incorporates the 2024 Edition of the Plumbing Code published by the International Association of Plumbing and Mechanical Officials; (I) the 2025 California Green Building Standards Code; (J) the 2025 California Historical Building Code; (K) the 2025 California Existing Building Code; (L) the 2025 California Administrative Code; (M) the 2025 California Energy Code; and (N) the 2025 California Referenced Standards Code.

SECTION 3. Authority. The City Council enacts this Ordinance under the authority granted to the City as follows:

(A) California Government Code Section 50022 et seq. authorizes the City to adopt by reference the California Building Standards Code and authorizes the City to adopt other uniform codes by reference; and

(B) California Health & Safety Code Section 17958.7 and 18941.5 authorize the City to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological, or topographical conditions.

SECTION 4. Findings. The City Council hereby finds that the proposed amendments to the 2025 California Building Standards Code are more restrictive than the standards adopted by the California Building Standards Commission, and are reasonably necessary because of local

climatic, geological, or topographic conditions, based on the express findings and determinations, marked in relation to the respective amendments provided in this ordinance, described in Exhibit A attached hereto, and hereby adopted by the City Council as the findings to support the modifications to the California Building Standards Code. In addition, the City Council finds that the changes or modifications are substantially equivalent to changes or modifications that were previously filed by the City Council of the City of Winters and were in effect as of September 30, 2025 and/or relate to home hardening.

SECTION 5. Repeal and Recast. Title 15 of the Winters Municipal Code is hereby repealed and recast in its entirety, as provided in Exhibit B, attached hereto and incorporated herein by reference.

SECTION 6. Conflicting Ordinances Repealed. All former ordinances or parts conflicting or inconsistent with the provisions of this Ordinance or of the codes adopted by this Ordinance and any other ordinance in conflict herewith are hereby repealed.

SECTION 7. Severability. The provisions of this Ordinance are severable, and the invalidity, unenforceability, or unconstitutionality of any section, portion, or part of this Ordinance shall not affect the validity of the remainder of the Ordinance.

SECTION 8. CEQA. The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that this Ordinance may have a significant adverse effect on the environment, since it adopts updated building and safety standards, which the City had previously adopted in substantial form. Thus, the adoption of this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 9. Publication. The City Clerk shall certify to the adoption of this Ordinance and the City Clerk shall cause this Ordinance or a summary thereof to be published as required by law.

SECTION 10. Effective Date. This Ordinance shall take effect immediately under Government Code section 36937.

PASSED AND ADOPTED by the City Council of the City of Winters on this 18th day of November, 2025, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

CITY OF WINTERS

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

Exhibit A

Findings to Support Amendments to the

2025 Edition of the California Building Standards Code

This Exhibit A provides the express findings and determinations (where necessary pursuant to California Health & Safety Code Sections 17958, 17958.7 and/or 18941.5) justifying the City of Winters' amendments to the 2025 Edition of the California Building Code, the 2025 Edition of the California Electrical Code, and the 2025 Edition of the California Fire Code, as reasonably necessary because of local climatic, geologic or topographic conditions.

Sec 15.08.020 Amendments to California Building Code

Winters Municipal Code Section	Building Code Section Impacted	Amendment	Justification (see below key to justifications)
15.08.020(A)	105.3	Requires project applicant to list subcontractors and specifies responsible party for permit fees	A

Sec 15.16.020 Amendments to California Electrical Code

Winters Municipal Code Section	Electrical Code Section Impacted	Amendment	Justification (see below for justifications)
15.16.020(A)	89.108.4.2	Adds text specifying that permit fees are set by resolution.	A

Sec 15.20.030 Amendments to California Fire Code

Winters Municipal Code Section	Fire Code Section Impacted	Amendment	Justification (see below key to justifications)
15.20.030(A)	108.2	Authorizes Council to set plan checking, inspection and permit fees by resolution.	A

Winters Municipal Code Section	Fire Code Section Impacted	Amendment	Justification (see below key to justifications)
15.20.030(B)	507.5.4	Requires curb markings or signage where fire hydrants are located, and prohibits parking in those locations	B/C/D
15.20.030(C)	1103.5	Requires installation of automatic fire sprinkler systems in existing buildings with a square footage of 4,000 square feet or more	B/C/D
15.20.030(D)	903.2	Requires installation of automatic fire sprinkler systems in new buildings as specified in the added Table 903.2 listing occupancy classifications, type of construction and square footage	B/C/D
15.20.030(E)	903.2.8.1	Specifies the calculation of the total floor area of Group R-3 occupancies that triggers sprinkler installation requirements	B/C/D

Winters Municipal Code Section	Fire Code Section Impacted	Amendment	Justification (see below key to justifications)
		based upon square footage	
15.20.030(F)	903.2.1	Requires the installation of automatic sprinkler systems in Group A occupancies	B/C/D
15.20.030(G)	903.2.1.1	Requires the installation of automatic sprinkler systems in Group A-1 occupancies	B/C/D
15.20.030(H)	903.2.1.2	Requires the installation of automatic sprinkler systems in Group A-2 occupancies	B/C/D
15.20.030(I)	903.2.1.3	Requires the installation of automatic sprinkler systems in Group A-3 occupancies	B/C/D
15.20.030(J)	903.2.1.4	Requires the installation of automatic sprinkler systems in Group A-4 occupancies	B/C/D
15.20.030(K)	903.2.3	Requires the installation of automatic sprinkler systems	B/C/D

Winters Municipal Code Section	Fire Code Section Impacted	Amendment	Justification (see below key to justifications)
		in Group E occupancies	
15.20.030(L)	903.2.4	Requires the installation of automatic sprinkler systems in Group F-1 occupancies, as specified	B/C/D
15.20.030(M)	903.2.7	Requires the installation of automatic sprinkler systems in Group M occupancies, as specified	B/C/D
15.20.030(N)	903.2.9	Requires the installation of automatic sprinkler systems in Group S-1 occupancies	B/C/D
15.20.030(O)	903.2.9.1	Requires the installation of automatic sprinkler systems in repair garages in Group S-1 occupancies where the square footage exceeds 4,000 square feet	B/C/D
15.20.030(P)	903.2.10	Requires the installation of automatic sprinkler systems in repair garages in Group S-2	B/C/D

Winters Municipal Code Section	Fire Code Section Impacted	Amendment	Justification (see below key to justifications)
		occupancies where the square footage exceeds 4,000 square feet and in any building where an enclosed parking garage is located below other occupancy classifications in the added Table 903.2	
15.20.030(Q)	903.2.11.3	An automatic sprinkler system shall be installed in all occupancies regardless of type of construction, floor area, or occupant load if the building is three or more stories or more than 35 feet in height	B/C/D

Justifications KEY: Findings to Support Amendments to the California Building Code, the California Electrical Code, and the California Fire Code

(A) This amendment is necessary for administrative clarification, and does not modify a building standard pursuant to California Health & Safety Code Sections 17958, 17958.7 and/or 18941.5. This amendment establishes administrative standards for the effective enforcement of the building standards in the City of Winters.

(B) This amendment is reasonably necessary because of the following local climatic conditions:

i. The City of Winters is located on the western edge of Yolo County in Northern California, near the foothills of the Blue Ridge Mountains. The

City has a hot-summer Mediterranean/Central Valley climate. The average-high temperature in July is 65°F, and call exceed is 100°F some days. The Sacramento River Delta breeze usually cools overnight temperatures to 60°F. Wind speed varies from 6-10 mph. The average annual precipitation is 17 inches.

ii. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought add to the fire danger and wildfire risk. This predisposes the area to vegetation fires that spread quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting.

iii. Local soil conditions (clay soils) tend to be highly expansive (i.e. shrink—swell behavior). The local climate is characterized by markedly delineated rainy and dry seasons, which tend to maximize the expansive characteristics of the soil.

(C) This amendment is reasonably necessary because of the following local geological conditions:

i. The City of Winters is within an active seismic area and located near the Coast Range-Sierran Block Boundary, a segment of a complex zone of faults located at the western portion of the lower Sacramento Valley, where the Midland Vaca Faults are located. Tectonic compression could produce moderate to large earthquakes that damage buildings, structures, roads, and utilities. With the probability of aftershocks, additional protection is necessary for upper floors of buildings. Should a significant seismic event occur, hazardous materials and gases may be leaked and expose members of the public to significant health risks. Severe seismic events could disrupt communications, damage gas mains, and cause extensive electrical hazards that may exacerbate the size and number of emergencies, and consequently hinder the Fire Department's ability to respond to emergencies effectively and in a timely manner.

ii. Local soil conditions (clay soils) tend to be highly expansive, thereby subject to shrinking and swelling during seasonal drying and wetting conditions, and can cause damage to the foundation and other parts of a structure. Higher expansive soils are closer to the agricultural fields where there is more groundwater pumping, which causes land subsidence, settling of buildings and structures, and shifting of pipelines.

D – This amendment is reasonably necessary because of the following local topographical conditions:

(i) The City's topographical features include a creek, overpass, freeway, bridges, open space. The City is located near Lake Berryessa and Monticello Dam.

(ii) Winters and Yolo County is mixed with urban and rural areas. The elevation of Winters is 135 feet. The Winters Fire Department provides fire protection services to the City and the surrounding areas. The City of Winters is an urban area with dense building and structures, and alleys, in the downtown areas which impedes emergency access and response.

(iii) The City is situated along Interstate 505, which runs north to south outside the eastern city limits, and connects to the Interstate 80. State Route 128 traverses from east to west through the City. The City is prone to traffic and congestion.

(iv) City of Winters has hard water, which is corrosive to ferrous and non-ferrous metals.

(v) These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

Exhibit B

Title 15

[see attached]

EXHIBIT B

TITLE 15
BUILDINGS AND CONSTRUCTION

Chapters:

15.04 Codes Adopted by Reference
15.08 Building Code
15.10 Residential Code
15.12 Abatement of Dangerous Buildings Code
15.16 Electrical Code
15.20 Fire Code
15.24 Housing Code
15.28 Mechanical Code
15.32 Plumbing Code
15.36 Green Building Standards Code
15.40 Moving of Structures
15.52 Permit Issuance Requirements
15.56 Alternate Procedures for the Abatement of Dangerous and Unsafe Buildings
15.60 Fee Schedule
15.64 Flood Damage Prevention
15.68 Job Site Recycling
15.72 Development Agreements
15.76 Facility Fees for Development Projects
15.80 School Facilities Fees for Development Projects
15.84 Historical Building Code
15.86 Existing Building Code
15.88 Administrative Code
15.90 Drainage Impact Fee
15.92 Energy Code
15.96 Referenced Standards Code

Chapter 15.04

CODES ADOPTED BY REFERENCE

Sections:
15.04.010 Model codes adopted by reference.

15.04.010 Model codes adopted by reference.
Pursuant to Section 50022.2 of the California Government Code, the following codes are adopted by reference, including the appendices and amendments listed in this chapter, save and except such portions as are deleted, modified or amended by this title.

A. The 2025 California Building Code contained in Part 2, Volumes 1 and 2 of Title 24 of the California Code of Regulations, which incorporates the 2024 Edition of the International Building Code published by the International Code Council, is hereby adopted by reference as the Building Code of the City of Winters.

B. The 2025 California Residential Code contained in Part 2.5 of Title 24 of the California Code of Regulations, which incorporates and amends the 2024 Edition of the International Residential Code published by the International Code Council, is hereby adopted by reference as the Residential Code of the City of Winters.

C. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as adopted and published by the International Conference of Building Officials; is hereby adopted by reference as the Abatement of Dangerous Buildings Code of the City of Winters.

D. The 2025 California Electrical Code, contained in Part 3 of Title 24 of the California Code of Regulations, which incorporates the 2023 Edition of the National Electric Code, published by the National Fire Protection Association, is hereby adopted by reference as the Electrical Code of the City of Winters.

E. The 2025 California Fire Code, contained in Part 9 of Title 24 of the California Code of Regulations, which incorporates the 2024 International Fire Code as published by the International Code Council, the 2025 National Fire Protection Association 13 Standard for the Installation of Sprinkler Systems, and the 2025 National Fire Protection Association 72 National Fire Alarm and Signaling Code, together with all appendices and tables, is hereby adopted by reference as the Fire Code of the City of Winters, save and except such portions as are deleted, modified or amended by Section 15.20.30.

F. The 1997 Uniform Housing Code, as published by the International Conference of Building Officials, is hereby adopted by reference as the Housing Code of the City of Winters.

G. The 2025 California Mechanical Code contained in Part 4 of Title 24 of the California Code of Regulations, which incorporates the 2024 Edition of the Uniform Mechanical Code published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as the Mechanical Code of the City of Winters.

H. The 2025 California Plumbing Code contained in Part 5 of Title 24 of the California Code of Regulations, which incorporates the 2024 Edition of the Plumbing Code published by the International Association of Plumbing and Mechanical Officials, is hereby adopted as the Plumbing Code of the City of Winters.

I. The 2025 California Green Building Standards contained in Part 11 of Title 24 of the California Code of Regulations, is hereby adopted as the Green Building Standards Code of the City of Winters.

J. The 2025 California Historical Building Code; contained in Part 8 of Title 24 of the California Code of Regulations, is hereby adopted as the Historical Building Code of the City of Winters.

K. The 2025 California Existing Building Code, contained in Part 10 of Title 24 of the California Code of Regulations is hereby adopted as the Existing Building Code of the City of Winters.

L. The 2025 California Administrative Code, contained in Part 1 of Title 24 of the California Code of Regulations, is hereby adopted as the Administrative Code of the City of Winters.

M. The 2025 California Energy Code, contained in Part 6 of Title 24 of the California Code of Regulations, is hereby adopted as the Energy Code of the City of Winters.

N. The 2025 California Referenced Standards Code, contained in Part 12 of Title 24 of the California Code of Regulations is hereby adopted as the Referenced Standards Code of the City of Winters.

Chapter 15.08

BUILDING CODE

Sections:

15.08.010 Adoption by reference.
15.08.020 Amendments to California Building Code
15.08.030 Reference to officials in adoption.
15.08.040 Misrepresentation in permit application.
15.08.050 Building permit fees.
15.08.060 Disconnection of utility service.
15.08.070 Additional plan check fees.
15.08.080 Additional requirements for issuance of building permits.
15.08.090 Capital acquisition recovery fee (CARF).

15.08.010 Adoption by reference.

See Section 15.04.010(A) adopting by reference the 2025 California Building Code.

15.08.020 Amendments to California Building Code.

The provisions of this section shall constitute local amendments to the cross-referenced provisions of the 2025 California Building Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this section.

A. Section 105.3 is amended by adding Item 8 at the end of the text of that section to read as follows:

> 8. Provide a list of the subcontractors whose services are required and will be part of the prime contract. The applicant, who shall be the owner of the improvements for which the permit is to be issued or the general contractor who has assumed the prime contract shall be responsible for the fees for all permits required for the completion of improvements for which the building permit applied for is to be issued. None of the foregoing shall be construed to prevent subcontractors from applying for and receiving permits upon payment of fees in accordance with other applicable ordinances.

15.08.030 Reference to officials in adoption.

In the codes adopted by reference in this title, reference to "city" means the City of Winters; to "state" means the state of California; to "building official" means the building official of the City of Winters or his or her designee, and "department" means the Building Division of the City of Winters.

15.08.040 Misrepresentation in permit application.

No person shall make false statement or misrepresentation in or in connection with an application for a permit under this title. Any permit issued under this title may be revoked or suspended at any time by the building inspector for fraud, misrepresentation or false statement contained in an application for a permit, or for violations of this title in connection with work done under the permit.

15.08.050 Building permit fees.

All permit fees required pursuant to this title shall be paid in the amount established and set forth in Chapter 15.60, entitled 'Fee Schedule' established by resolution of the city council.

15.08.060 Disconnection of utility service.

The building inspector may order or shut off or disconnect any or all utility service to any structure of facility or to any electrical conductor or apparatus which is found to be in violation of any state or county law or regulation relating thereto or to the public health, safety or welfare. If a violation involves an immediate danger to a person(s) or to other properties or to the public health, safety or welfare, the building inspector may have the action taken as quickly as determined necessary by the danger; otherwise ten (10) days advance notice will be given by mail to the utility and the owner of the property as shown in the last assessment roll and by conspicuously posting notice of the order and the actions taken, which no person shall remove, tamper with or disobey. Such action will be modified when it becomes proper to do so in view of the danger or violation.

15.08.070 Additional plan check fees.

For a plan check conducted by a consultant retained by the city, the city shall collect a plan check fee equal to one hundred (100) percent of the city's cost for the consultant, plus twenty (20) percent to reimburse the city for the cost of obtaining the consultant. For a plan check resubmission, the city shall collect a plan check fee equal to the actual cost for plan check review using the building inspector's full hourly reimbursable rate with a one-half hour minimum.

15.08.080 Additional requirements for issuance of building permits.

A. Completion of Infrastructure. No building permit shall be issued for any structure unless all on-site and off-site public improvements which are required by any ordinance, law, or regulation of the city or the state of California, or by the conditions of approval on any map or permit tentatively or finally approved by the city are completed to the satisfaction of the city council, upon recommendation of the community development director.

B. Model Homes Exception. Notwithstanding subsection A of this section, building permits may be issued for model homes, provided that a model home is defined as a home built for purposes of displaying the types of homes to be constructed in a subdivision which has been either tentatively approved or final approval by means of a map pursuant to the Subdivision Map Act, and no more than one model for each type of home to be constructed shall be issued a building permit, and no more than a maximum of seven building permits shall be issued for any such subdivision, and provided, further, that no building permit shall be issued for a model home, for emergency vehicles, by means of an all-weather surface road, and/or a public right-of-way acceptable to the city engineer, shall have been provided, and fire suppression facilities, to the satisfaction of the city engineer in consultation with the Winters fire department, shall have been provided.

C. Cessation of Inspection. At all times prior to issuance of a certificate of occupancy, the person to whom a building permit has been issued shall keep the street, right-of-way, and areas surrounding the structure clean and free of debris to the satisfaction of the community development director of the city or designee or if not so kept, the community development director or designee shall not conduct inspections requested by the permit holder.

D. Violation—Penalty. Any person who violates or fails to comply with any of the provisions of this section, or who violates or fails to comply with any order or regulation made thereunder, shall be guilty of a misdemeanor. The imposition of a penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time, and when not otherwise specified in any citation or notice of violation, each day, or portion thereof, that such violations or defects continue shall constitute a separate offense. Fines and punishments for misdemeanors may be issued pursuant to Chapter 1.16.

15.08.090 Capital acquisition recovery fee (CARF).

A. A capital acquisition recovery fee shall be collected when a building permit is issued based on a schedule established by resolution of the city council.

B. Building permit fees shall be collected according to the building valuation schedule established by resolution of the city council. The plan check fee will be sixty-five (65) percent of building permit fee.

Reinspections. A reinspection fee shall be assessed for each reinspection. To obtain a reinspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the reinspection fee set forth in the schedule of fees established by resolution of the city council.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

Chapter 15.10

RESIDENTIAL CODE

15.10.010 Adoption by Reference

15.10.010 Adopting by reference
See Section 15.04.010(B) adopting by reference the 2025 Edition of the California Residential Code.

Chapter 15.12

ABATEMENT OF DANGEROUS BUILDINGS CODE

Sections:

15.12.010 Adoption.

15.12.010 Adoption.

See Section 15.04.010(C) adopting by reference the 1997 Uniform Code for Abatement of Dangerous Buildings.

Chapter 15.16

ELECTRICAL CODE

Sections:

15.16.010 Adoption by reference.
15.16.020 Amendments to California Electrical Code.
15.16.030 Electrical permit—Applicant qualifications.

15.16.010 Adoption by reference.

See Section 15.04.010(D) adopting by reference the 2025 California Electrical Code.

15.16.020 Amendments to California Electrical Code.

The provisions of this section shall constitute local amendments to the cross-referenced provisions of the 2025 California Electrical Code and shall be deemed to replace the cross-referenced section in said code with the respective provisions set forth in this section.

A. Section 89.108.4.2 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

> Permit fees for each permit shall be as set forth by resolution by the Winters City Council except for permits issued covering work performed on buildings or structures owned, leased, or operated by any city, county, state, federal government agency, or any public agency or district.

15.16.030 Electrical permit—Applicant qualifications.

No permit shall be issued to any person to do or cause to be done any electrical work regulated by this chapter unless such applicant pays the electrical permit fee and qualifies under one of the following:

A. Applicant possesses a valid unexpired and unrevoked license issued under the applicable provisions of the California Business and Professions Code.

B. Applicant is the bona fide owner of premises which consist of a single-family dwelling, duplex, or single unit in a condominium complex, and all accessory buildings thereto; provided, that the owner or an immediate family member shall perform all labor pursuant to the permit.

Chapter 15.20

FIRE CODE

Sections:

15.20.010 Adoption by reference.
15.20.020 Enforcement.
15.20.030 Amendments to California Fire Code.
15.20.040 Appeals.
15.20.050 Fees.

15.20.010 Adoption by reference.

See Section 15.04.010(E) adopting by reference the 2025 California Fire Code, contained in Part 9 of Title 24 of the California Code of Regulations, based on the 2024 International Fire Code as published by the International Code Council, the 2025 National Fire Protection Association 13 Standard for the Installation of Sprinkler Systems, and the 2025 National Fire Protection Association 72 National Fire Alarm and Signaling Code, together with all appendices and tables, save and except such portions as are deleted, modified or amended by Section 15.20.30.

15.20.020 Enforcement.

A. The California Fire Code, as adopted and amended herein, shall be enforced by the City of Winters Fire Prevention Division, which is hereby established, and which shall be operated under the supervision of the Fire Code Official.

B. The Fire Department referred to herein and in the codes adopted pursuant to this chapter shall be the Winters Fire Department, and the Fire Chief or Fire Code Official referred to herein and in the codes adopted pursuant to this chapter shall be the Fire Chief of the Fire Department, or his or her designee.

15.20.030 Amendments to California Fire Code.

The California Fire Code, as described above and adopted by reference in Section 15.20.010, is hereby amended, modified and revised as set forth in this chapter.

A. Section 108.2 is amended to read as follows:

> **[A] 108.2 Fees for Plan Checking, Inspection, Permits**. The City Council may, by resolution, establish a schedule of fees to be charged and collected for plan checking, inspection services, and for the issuance of permits. A copy of the fee schedule shall be kept in the Office of the Building Division and available for public inspection.

B. Section 507.5.4 is amended by adding the following language to the end of the text of that section to read as follows:

> Where hydrants and Fire Department connections are located along any access ways where curbs exist, such curbs shall be painted red to prohibit parking for a distance of five feet (5') in either direction from any such hydrant and Fire Department connections. In such

case where curbs do not exist, there shall be appropriate markings painted on the pavement, or signs erected, or both, giving notice that parking is prohibited five feet (5') from any such hydrant and Fire Department connections. When such areas have signage or are marked as provided herein, no person shall park or leave standing a vehicle within five feet (5') of any such fire hydrant or Fire Department connections.

C. Section 1103.5 is amended to read:

1103.5 Sprinkler Systems

An automatic fire sprinkler system shall be provided in existing buildings in accordance with Sections 1103.5.1 through 1103.5.4.

Any addition, alteration, or remodel which causes the total square footage to exceed the allowable floor area per Table 903.2 by more than 50%, shall require the entire building be protected by an automatic sprinkler system installed in accordance with Sections 903.3.1 through 903.3.8.

Exception: Group R-3 Occupancy

Existing buildings which undergo a change in use, character, or occupancy classification shall require the entire building be protected by an automatic sprinkler system installed in accordance with Section 903.3 when the area of the building exceeds the allowable square footage in Table 903.2.

For Group R-3 occupancies, additions, alterations, or remodels that increase the existing floor area by more than 50% shall require the entire building to be protected by an automatic sprinkler system.

An automatic sprinkler system shall be installed in existing Group R-3 occupancies throughout the building where due to additions, alterations or remodels the accumulative total square footage exceeds 4,000 square feet, or when the total square footage of the increases exceed 50% of the original building.

D. Section 903.2 is amended to read as follows:

903.2 Where Required.

Approved automatic sprinkler systems shall be installed in new buildings and structures as set forth in Section 903.2 on the basis of

occupancy classification, type of construction and square footage as specified in Table 903.2 as added hereto:

Table 903.2

Summary of Automatic Sprinkler Requirements

Type Of Construction

	Total Square Footage of Floor Area				
Occupancy	I	II	III	IV	V
A-1	4,000	4,000	4,000	4,000	4,000
A-2	4,000	4,000	4,000	4,000	4,000
A-3	4,000	4,000	4,000	4,000	4,000
A-4	4,000	4,000	4,000	4,000	4,000
B	4,000	4,000	4,000	4,000	4,000
E-private	4,000	4,000	4,000	4,000	4,000
E- Daycare	4,000	4,000	4,000	4,000	4,000
F-1	4,000	4,000	4,000	4,000	4,000
F-2	4,000	4,000	4,000	4,000	4,000
M	4,000	4,000	4,000	4,000	4,000
S-1	4,000	4,000	4,000	4,000	4,000
S-2	4,000	4,000	4,000	4,000	4,000
U	4,000	4,000	4,000	4,000	4,000

The floor areas set forth in Table 903.2 shall be the total floor area of buildings or structures respective of area separation walls.

E. Section 903.2.8.1 is amended to read as follows:

903.2.8.1 Group R-3. Calculation of the total floor area of Group R-3 occupancies shall include unfinished areas having a clearance height of seven feet (7')or greater at any single point. Unfinished areas may utilize California Building Code Section 1208.2, Exception 2 to determine floor areas to be included in the overall floor area calculation.

Exceptions:

1. Systems which are required to mitigate deficiencies shall be installed in accordance with requirements as deemed necessary by the fire code official.

2. In Group R-3 occupancies, the floor area of an attached garage shall be included in the square footage calculation to determinate the total floor area of the occupancy. Attached garages are required to be protected by an automatic sprinkler system when installed in the structure.

F. Section 903.2.1 is amended to read as follows:

Section 903.2.1 Group A

An automatic sprinkler system shall be provided throughout buildings containing a Group A occupancy as provided in this section.

G. Section 903.2.1.1 is amended to read as follows:

Section 903.2.1.1 Group A-1

An automatic sprinkler system shall be provided for Group A-1 occupancies where the fire area exceeds the square footage based on type of construction in Table 903.2.

H. Section 903.2.1.2 is amended to read as follows:

Section 903.2.1.2 Group A-2

An automatic sprinkler system shall be provided for Group A-2 occupancies where the fire area exceeds the square footage based on type of construction in Table 903.2.

I. Section 903.2.1.3 is amended to read as follows:

Section 903.2.1.3 Group A-3

An automatic sprinkler system shall be provided for Group A-3 occupancies where the fire area exceeds the square footage based on type of construction in Table 903.2.

J. Section 903.2.1.4 is amended to read as follows:

Section 903.2.1.4 Group A-4

An automatic sprinkler system shall be provided for Group A-4 occupancies where the fire area exceeds the square footage based on type of construction in Table 903.2.

K. Section 903.2.3 is amended to read as follows:

Section 903.2.3 Group E

An automatic sprinkler system shall be provided for Group E occupancies where the fire area exceeds the square footage based on type of construction in Table 903.2.

L. Section 903.2.4 is amended to read as follows:

Section 903.2.4 Group F-1

An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds the square footage based on type of construction in Table 903.2.

2. A Group F-1 fire area is located more than three stories above grade plane.

3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m2).

4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m2).

M. Section 903.2.7 is amended to read as follows:

903.2.7 Group M

An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds the square footage based on type of construction in Table 903.2.

2. A Group M fire area is located more than three stories above grade plane.

3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m2).

4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m2).

5. [SFM] The structure exceeds 24,000 square feet (465 m2), contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

N. Section 903.2.9 is amended to read as follows:

Section 903.2.9 Group S-1
An automatic sprinkler system shall be provided throughout buildings containing a Group S-1 occupancy where the fire area exceeds the square footage based on type of construction in Table 903.2.

O. Section 903.2.9.1 is amended to read as follows:

903.2.9.1 Repair Garages:
An automatic sprinkler system shall be provided throughout buildings where the Group S-1 fire area used as a repair garage exceeds the square footage based on type of construction in Table 903.2.

P. Section 903.2.9.10 is amended to read as follows:

Section 903.2.10 Group S-2 Enclosed Parking Garages
An automatic fire sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy where the fire area exceeds the square footage based on the type of construction in Table 903.2 and in any building where an enclosed parking garage is located below other occupancy classifications in Table 903.2.

Q. Section 903.2.11.3 is amended to read as follows:

Section 903.2.11.3 Buildings 35 feet or More in Height.
Buildings three stories or more than 35 feet in height. An automatic sprinkler system shall be installed in all occupancies regardless of type of construction, floor area, or occupant load if the building is three or more stories or more than 35 feet in height measured in accordance with California Building Code.

15.20.040 Appeals.
Whenever a permit application is disapproved or refused, or when it is claimed that the provisions of the California Fire Code or National Fire Protection Association 13 or 72 do not apply or the true intent and meaning of the California Fire Code and National Fire Protection Association or have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Winters Fire Department to the city council within thirty (30) days from the date of the decision appealed.

15.20.050 Fees.
Fire permit fees shall be collected according to a schedule established by resolution of the city council.

Chapter 15.24

HOUSING CODE

Sections:

15.24.010 Adoption by reference.

15.24.010 Adoption by reference.

See Section 15.04.010(F) adopting by reference the 1997 Uniform Housing Code.

Chapter 15.28

MECHANICAL CODE

Sections:
15.28.010 Adoption by reference.

15.28.010 Adoption by reference.

See Section 15.04.010(G) adopting by reference the 2025 California Mechanical Code, California Code of Regulations.

Chapter 15.32

PLUMBING CODE

Sections:

15.32.010 Adoption by reference.
15.32.020 Permit—Applicant qualification.
15.32.030 Water service requirements.
15.32.040 Water pipe insulation requirements.
15.32.050 Water conservation.
15.32.060 City building inspector.

15.32.010 Adoption by reference.

See Section 15.04.010(H) adopting by reference the 2025 California Plumbing Code.

15.32.020 Permit—Applicant qualification.

No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:

A. Applicant possesses a valid unexpired and unrevoked license issued to applicant under the applicable provisions of the Business and Professions Code of the state.

B. Applicant is the bona fide owner of the premises which premises consists of a single-family dwelling, duplex, or single unit in a condominium complex, and all accessory buildings thereto; provided, that the owner or a member of the owner's immediate family shall perform all labor pursuant to the permit.

15.32.030 Water service requirements.

Water meters shall be in place at time of final inspection in all connections to city service. Reduced pressure principle backflow prevention assembly (RP valves) shall be in place at time of final inspection. RP valves do not take the place of backflow devices on ground sprinkler system or hose bibs.

15.32.040 Water pipe insulation requirements.

Water pipes located in a garage, attic, or other unconditioned space shall be insulated for all occupancy structures.

15.32.050 Water conservation.

All plumbing fixtures shall meet state requirements for water conservation. Water closets shall be installed in accordance to state law, unless otherwise approved by the city building inspector.

15.32.060 City building inspector.

Whenever the 2025 California Plumbing Code refers to the administrative authority, the administrative authority of the city shall be the building inspector of the city.

Chapter 15.36

GREEN BUILDING STANDARDS CODE

Sections:
15.36.010 Adoption as Referenced

15.36.010 Adoption.
See Section 15.04.010(I) adopting by reference the 2025 Edition of the California Green Building Standards .

Chapter 15.40

MOVING OF STRUCTURES

Sections:

15.40.010 Permit—Required.
15.40.020 Initial inspection fee.
15.40.030 Permit—Application—Form, contents and fee.
15.40.040 Permit—Application—Action.
15.40.050 Permit—Repeat applications.
15.40.060 Time for completing alterations and improvements.
15.40.070 Nuisance declaration—Abatement.
15.40.080 Street improvements.
15.40.090 Requirements for house movers.

15.40.010 Permit—Required.

It is unlawful for any person, firm or corporation to move, or cause to be moved, any structure upon any lot, piece of parcel or land located within the city, without first having obtained a permit as provided in this chapter.

15.40.020 Initial inspection fee.

Prior to making an application for a permit pursuant to the provisions of this chapter, any person may, upon payment of the initial inspection fee hereinafter prescribed, have inspection made by the building inspector of the structure to be moved and written report prepared listing the alterations, if any, which will be required in the structure. The initial inspection fee shall be nonrefundable. Initial inspection fee shall be established by council resolution.

15.40.030 Permit—Application—Form, contents and fee.

Every application for a permit to move a structure shall be:

A. Made on forms provided by the building inspector;

B. Accompanied by plans and specifications in such detail as the building inspector may require; indicating thereon the location of the property upon which the structure is to be moved, the exact location on that property to be occupied by the structure to be moved, and any additions to be constructed, the alterations and remodeling to be done to the structure and the estimated cost thereof, and the site improvements planned for the property and their estimated costs.

15.40.040 Permit—Application—Action.

Every application for a permit to move a structure shall be processed as follows:

A. The community development director shall determine whether the proposed move will conform to existing zoning regulations.

B. The building inspector shall inspect the structure for conformance to the building, housing, plumbing and electrical codes of the city, and determine what repairs, alterations or remodeling will be required to make the structure conform to all requirements of the aforementioned codes.

C. The building inspector shall examine the parcel, lot or building site upon which the structure is to be moved and determine what public improvements such as concrete curb and gutter, sidewalk and street trees are required to conform to the city codes, ordinance and regulations and what site improvements such as driveways, walkways, retaining walls, etc., are required to serve the structure.

D. The building inspector shall then examine the plans and specifications submitted with the application to determine whether the building, when completed in accordance with the plans and specifications, will conform to all applicable ordinances, rules and regulations.

E. The building inspector shall determine the reasonable cost of placing and completing the building in its new location, excluding costs of moving, but including costs of new foundations and all necessary improvements on or off the site. Security shall be one and one-half times the estimated costs in the form of cash equivalent instrument of credit or performance bond in a form acceptable to city attorney's office shall be required approval.

F. The applicant, or agent, must furnish written evidence to the building inspector that the police chief has approved the moving route to be followed and that there has been compliance with the reasonable requirements of the affected public utility companies as required by Section 15.40.030.

G. If there is any defect in the application or in the accompanying plans and specifications, the applicant shall have thirty (30) days written notice from the building inspector within which to remedy the defects. If the defects are not remedied within the thirty (30) days, the building inspector shall deny the application and shall so inform the applicant in writing. Thereafter, should the applicant desire to revive the application, he or she shall pay another application fee established by council resolution.

H. Upon finding that the applicant has complied with all applicable codes, ordinances, rules and regulations, the building inspector shall then cause the application to be set for public hearing for a site plan review before the planning commission, with notice to be given to the public.

I. The applicant shall, after approval of his plans and specifications, post with the community development director a security. Security shall be one and one-half times the estimated costs in the form of cash equivalent instrument of credit or performance bond in a form acceptable to city attorney's office shall be required approval, the security to be written by a surety company licensed to do business in the state. The security shall name the city as obligee and the condition of the security shall be that the holder of the permit will place and complete the building and construct the site improvements according to the approved plans and specifications and within the time limits specified in this chapter.

15.40.050 Permit—Repeat applications.

No application for a permit to move a structure may be filed with the community development director within a period of one year after a previous application to move the same structure onto the same parcel of land or onto any parcel of land within three thousand (3,000) feet of the desired new location for which the structure had been denied.

15.40.060 Time for completing alterations and improvements.

In order to prevent moved structures from remaining incomplete for indefinite periods of time, the following time schedule shall apply to the moving of structures:

A. All required structures and site, as shown on the approved plans and specifications necessary to remove the structure from the original site and install on the foundation at the new site, shall be completed within ninety (90) days after issuance of the permit.

B. This time may be extended by the community development director upon submission of written proof by the holder of the permit that conditions beyond the persons control make it impossible to complete the required alterations and improvements within the first ninety (90) days.

C. Should the permittee be unable to complete the required alterations and improvements within the allowed time, permittee may make written application to the community development director for an extension of time, setting forth in the application the reasons why the additional time is needed. The building inspector may grant such time extension as justified by the circumstances, or it may deny the application. Performance security must be provided for any extension pursuant to subsection E.

D. Where the holder of a permit moves a structure and fails to complete the required alterations and improvements within ninety (90) days or any extension thereof, the community development director shall, with the advice and assistance of the city attorney, take such action against the principal and surety on the performance bond as is necessary to accomplish completion of the required alterations and improvements.

E. If the holder of the permit and the surety have failed to place and complete the building and construction site improvements according to the approved plans and specifications within one year of the date of issuance of the permit, the community development director may summarily abate the structure by completion according to the plans or by demolition, upon at least ten (10) days' notice of such intention to the holder of the permit and the surety, absent substantial action by the holder of the permit and the surety to place and complete the removal of the structure. The cost of the completion or demolition by the community development director shall be a charge upon the holder of the permit and the surety.

15.40.070 Nuisance declaration—Abatement.

Every violation of this chapter is a public nuisance. To abate the public nuisance, the city may take an action provided for in Title 19 of this code. In addition, the community development director may, upon a finding that the condition of any moved structure is a present and imminent menace to public safety, take such measures as are necessary to protect life and limb, without notice to any person and without further process. The cost of performing such measures shall be a charge upon the holder of the permit and a lien upon the building and property.

15.40.080 Street improvements.

All properties upon which structures are to be moved must have concrete curb and gutter and concrete sidewalk along the street frontages of the property, or such curb, gutter and sidewalk must be shown on the approved plan and specifications and constructed along with other site

improvements as specified in this chapter and meet the standards and specifications as set by the engineering department.

15.40.090 Requirements for house movers.

Structures may be moved on city streets only by owners of their own use or by duly licensed housing moving contractors. In any event, no person, firm or corporation shall move any structure along the streets of the city without complying with the following requirements:

A. Every mover must have on file with the community development department a valid, current performance bond, issued be a surety company licensed to do business in California, naming as obliges, the city and all persons, in the principal amount of one hundred thousand dollars ($100,000.00), the conditions of which bond shall be as follows:

1. Every mover will comply with all applicable laws and ordinances;

2. That the mover will pay any and all damages which may result from any structure moving done by him or her, agents, employees or workmen, in the city, to any house, building, fence, tree, pavement, sidewalk, curb, gutter, utility pole, fire hydrant, traffic signal, traffic sign, or any other appurtenance in, on or under any street right-of-way, whether such facility is owned by the city, a private person or by some privately owned public utility using the streets by virtue of a franchise;

3. That the mover will save, indemnify and keep harmless the city against all liabilities, judgments, costs and expenses, which may in any way accrue against the city in consequence of such structure moving.

B. The mover must have a current valid business license with the city.

C. No structure being moved in or through the city shall be permitted to stand on any street between the same intersecting streets for a longer period than three days.

D. Notice of the route to be followed must be given to the police chief at least two weeks in advance prior to the intended movement of any structure in or through the city. Upon approval of the route to be followed, the police chief shall issue written approval of the route. Every person, firm or corporation moving a structure in or through the city shall have in his or her possession the written approval of the police chief. The police department shall be able to recover fees from the mover for the review of the request, assignment of department staff, and all other necessary tasks required as a result of the requested move.

E. Should the moving of any structure described herein require interference with any public utility structure, the applicant shall, after obtaining the written approval of the police chief as to the route to be followed, notify any and all public utilities involved of the tentative time of such moving and the estimated load height of the structure and moving equipment. Applicant shall indemnify a public utility against any and all damages or charges that are a direct and proximate result of the moving of any structure described herein. Applicant shall bear the cost and indemnify a public utility for any and all reasonable claims or charges that are a direct and proximate result of necessary measures required to protect utility structures from damages that may reasonably result from the moving of structures as herein described.

Chapter 15.52

PERMIT ISSUANCE REQUIREMENTS

Sections:

15.52.010 Contractors license/workers' compensation.
15.52.020 Owner/builder/unlicensed persons limitations—Exceptions.
15.52.030 Nontransferable.

15.52.010 Contractors license/workers' compensation.

A. Every developer, contractor, sub-contractor, or other person(s) as required by Chapter 9, beginning with Section 7000 of the California Business and Professions Code, shall maintain in good standing, a valid contractor's license, specific to the work to which person(s) is licensed for, and current, in good standing, workers' compensation policy on file with the city community development department, prior to issuance of a building permit, on all construction work for which a permit is required. Such license and policy shall be maintained throughout the performance of the work for which the building permit is issued. The city requires all general and subcontractors to have a business license.

B. Failure to comply with this section shall constitute a violation of this code, subject to all penalties contained therein. In addition, the building inspector shall, upon an inspection request, deny such request to that portion of work, which was performed by such person(s) who is in violation of this section.

The building inspector may not do subsequent inspection requests as long as such violation exists, unless the building inspector has determined that the permit holder has re-established such license and/or policy and is in full compliance with this section. The city requires all general and subcontractors to have business licenses.

15.52.020 Owner/builder/unlicensed persons limitations—Exceptions.

A. No permit shall be issued to any person to do any plumbing, drainage, mechanical, electrical, framing, structural, grading or demolition work regulated by this chapter, or any other work for which state law or this code requires a license, unless such person shall have a valid license to perform such work obtained pursuant to the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code.

B. This chapter does not apply to any of the following:

1. An owner of property, building or improving structures thereon, or appurtenances thereto, who does the work themselves or through their own employees with wages as their sole compensation, provided none of the structures, with or without the appurtenances thereto, are intended or offered for sale;

2. An owner of property, building or improving structures thereon, or appurtenances thereto, who contracts for such a project with a subcontractor(s) licensed pursuant to this chapter. However, this exemption shall apply to the construction of single-family residential structures only if four or fewer of these structures are intended or offered for

sale in a calendar year. This limitation shall not apply if the owner of property contracts with a general contractor for the construction;

3. A homeowner improving their principal place of residence or appurtenances thereto, provided that all of the following conditions exist.

a. The homeowner has actually resided in the residence for at least twelve (12) months prior to completion of the work,

b. The homeowner has not availed themselves of the exemption in this subdivision on more than two structures more than once during any three-year period;

4. Prior to issuing a permit to a person who is exempted from the application of Chapter 9 by Sections 7044 or 7048 of the Business and Professions Code. The person shall furnish proof of the facts, which entitle the person to the exemption;

5. Additionally, no permit shall be issued to any person required by this title of this code to have a business license, and/or to pay a contractor's license tax, until such license is obtained, and tax paid.

15.52.030 Nontransferable.

Any permit issued pursuant to any chapter in this title shall not be transferable to any person, business, or corporation.

Chapter 15.56

ALTERNATE PROCEDURES FOR THE ABATEMENT OF DANGEROUS AND UNSAFE BUILDINGS

Sections:

15.56.010 Declaration of nuisance.
15.56.020 Abatement procedure—Resolution of intention.
15.56.030 Abatement procedure—Repair or removal.
15.56.040 Abatement procedure—Notice of hearing.
15.56.050 Notice and resolution—Posting and serving.
15.56.060 Posting and serving procedure.
15.56.070 Hearing—Action by council.
15.56.080 Abatement resolution—Service upon owner.
15.56.090 Abatement—Report of costs.

15.56.010 Declaration of nuisance.

All buildings or structures which are structurally unsafe, or are partially destroyed by fire, or are dilapidated from old age, neglect, decay or other causes within the city which buildings constitute a fire menace or are dangerous to human life, or a likely resort for vagrant or dissolute person, may be declared a nuisance by the city council and thereafter abated as provided in this chapter.

15.56.020 Abatement procedure—Resolution of intention.

A. Whenever any such building or buildings, structure or structures as described in Section 15.56.010 exist or are permitted upon any property within the city the city council may by resolution declare the sane to be a public nuisance. Such resolution shall declare the intention of the city council to commence abatement proceedings in this chapter, and shall refer to the street by the name under which it is officially or commonly known and described the property upon which such nuisance exists by giving the lot and block number thereof. No other description of such property shall be required.

B. The city clerk shall forward a certified copy of the resolution to the county recorder of Yolo County for recordation.

15.56.030 Abatement procedure—Repair or removal.

All buildings or structure declared to be public nuisances and ordered to be abated, shall be abated by repair, rehabilitation, demolition or removal.

15.56.040 **Abatement** procedure—Notice of hearing.

After the passage of the resolution described in Section 15.56.020, the city manager shall cause to be conspicuously posted on the building or buildings, structure or structures which are declared to a public nuisance, a copy of the resolution of intention of the city council, which notices shall be titled: “NOTICE OF HEARING” in the following form:

> NOTICE OF HEARING TO ABATE BUILDING OR STRUCTURE BY REMOVAL OR REPAIR

Notice is hereby given that on the day of_____ 20__, the City Council of the City of Winters passed a resolution declaring that the certain unsafe or dilapidated building(s) or structure(s), consisting of _____, located or standing upon that certain lot, piece or parcel of land, situated in the City of Winters, County of Yolo, State of California, known and designated as Number _____Street, in said City and more particularly described as Lot No. _____, Block No. _____, in said City of Winters, and that the same constitutes a public nuisance and must be abated by the removal or repair of said unsafe or dilapidated building(s) or structure(s), otherwise the same will be removed or repaired and the nuisance will be abated by the municipal authorities of the City of Winters, in which are the cost of such removal or repair shall be assessed upon the lots and land on which said unsafe or dilapidated building(s) or structures(s) is or are removed or repaired, and such cost will constitute a lien upon such lots or land until paid. Reference is hereby made to said resolution for further particulars.

All person having any objection to, or interest in the proposed removal or repair of such unsafe or dilapidated building(s) or structure(s) are hereby notified to attend a meeting of the City Council of the City of Winters at the hour of____m. of said day, when their objections will be heard and given due consideration.

Dated this ____ day of_____ 20__.

_____
City Manager

15.56.050 Notice and resolution—Posting and serving.

The building inspector shall cause to be served upon the owner of each building or structure sought to be removed or repaired one copy of the notice and a copy of the resolution of intention of the city council in accordance with the provisions of this section.

Such notices and resolutions must be posted and served as aforesaid at least twenty (20) days before the time fixed for the hearing before the city council. Proof of posting and service of such notices and resolutions shall be made by affidavit, which shall be filed with the city clerk.

15.56.060 Posting and serving procedure.

Proper service of such notice and resolution shall be by personal service upon the person owning the property as such person’s name and address appears on the last equalized assessment roll, if the person is found within the city limits, or if person is not to be found within the city limits, by depositing a copy of the notice and resolution in the U.S. Post Office, properly enclosed in a sealed envelope and with the postage thereon fully prepaid. Such mail shall be registered or certified and

addressed to the owner at the last known address of the owner, or if not known, at Winters, California. The service is complete at the time of deposit.

15.56.070 Hearing—Action by council.

At the time stated in the notices, the city council shall hear and consider all objections or protests, if any, shall receive testimony from owners, witnesses and parties interested relative to the proposed removal or repair of unsafe or dilapidated buildings or structures, and may continue the hearing from time to time. Upon the conclusion of such hearing, the city council shall allow or overrule any and all of such objections. If the city council finds that good and sufficient cause does not exist why such building(s) or structure(s) should not be removed or repaired, the city council may by resolution order the building inspector to abate such nuisance after a period of thirty (30) days, by having the unsafe or dilapidated building(s) or structures(s) removed or repaired. The building inspector or representatives are expressly authorized to enter upon private property for that purpose.

15.56.080 Abatement resolution—Service upon owner.

A copy of the resolution ordering the city manager to abate such nuisance after thirty (30) days shall be served upon the owner of such property in accordance with the provisions of Section 15.56.060.Any property owner shall have the right to have any such unsafe or dilapidated building(s) or structure(s) removed or repaired at owners own expense, provided the same is done prior to the expiration of the thirty (30) days. Under extenuating circumstances, the council may grant additional time for removal or repair.

15.56.090 Abatement—Report of costs.

A. The building inspector shall keep an account of the cost, including incidental expenses, of abating such nuisance on each separate lot or parcel of land where the work has been done, and shall render an itemized report in writing to the city council showing the cost of repairing, rehabilitating, demolishing or removing such buildings or structures, including any salvage value of such buildings or structures and incidental expenses, on each separate lot or parcel of land. Before the report is submitted to the city council, a copy of the same shall be posted for at least five days upon the property upon which such unsafe or dilapidated buildings or structures were situated, together with a notice of the time when the report is to be submitted to the city council for confirmation. A copy of the report and notice shall be served upon the owner of the property, in accordance with the provisions of Section 5.56.060 at least five days prior to submitting the same to the council. Proof of the posting and service shall be made by affidavit and filed with the city clerk.

B. The term “incidental expenses” shall include, but not be limited to, the expenses and costs of the city in the preparation of notices, specifications and contracts, in inspecting the work, and in the printing and mailing required under this chapter.

Chapter 15.60

FEE SCHEDULE

Sections:

15.60.010 Building permit fees.
15.60.020 Plan check fees.
15.60.030 Energy conservation surcharge.
15.60.040 Investigation fee for work without permit.
15.60.050 Special service fees.
15.60.060 Relocation permit fees.
15.60.070 Wrecking or demolition permit.
15.60.080 Mechanical code fees.
15.60.090 Electrical code fees.
15.60.100 Plumbing code fees.
15.60.110 Miscellaneous fees.
15.60.120 Grading permit fees.
15.60.130 Refunds.
15.60.150 Liability.
15.60.160 Interpretation.

15.60.010 Building permit fees.

A. Building permit fees shall be collected according to a schedule established by resolution of the city council.

B. A construction valuation table shall be established by resolution of the city council. The plan check fee will be sixty-five (65) percent of the building permit fee.

15.60.020 Plan check fees.

A. There shall be a plan review fee of sixty-five (65) percent of the building permit fee for all structures.

B. Whenever separate drawings for mechanical, electrical and/or plumbing are submitted for approval, there shall be a plan review fee of twenty-five (25) percent of the amount of the permit fee for such work. Revisions in the original submission shall not be subject to any additional review fees.

C. A plan check fee of sixty-five (65) percent of the building permit fee shall be charged on all signs requiring engineering calculations under the California Building Codes, as amended.

D. Where plans are incomplete or changed so as to require additional plan check compliance with the California Building Codes, as amended, an additional plan check fee shall be charged at the rate of time and materials, with a minimum charge of one hour of the building inspector's full hourly reimbursable rate.

E. For plans submitted as a standard plan, the plan check fee shall be twice the plan check fee; however, additional plan check fees shall not be charged for subsequent permits for an identical building located on property with similar soil and terrain characteristics.

F. Stock plans are charged an administrative fee established by resolution of the city council in lieu of a full plan check fee.

15.60.030 Energy conservation surcharge.
There shall be a seven and one-half percent surcharge of the building plan check fee for all plan checking services performed by the building inspector on all new construction which is subject to the State of California Energy Conservation Requirements.

15.60.040 Investigation fee for work without permit.
For permits issued after commencement of construction work, the permit, plan check, and inspection fees shall be twice the regular amount; except where the owner acquired the property in good faith and without knowledge that construction work had been performed without the required permits.

15.60.050 Special service fees.
A. The city shall collect a fee based on time for building inspection services not covered in the city's fee schedule and the building inspector's full hourly reimbursable rate shall be used with a one hour minimum.

B. For inspection beyond one reinspection of an item of work caused by faulty workmanship or work not being ready for inspection at the time requested, the fee shall be equal to one hour of the building inspector's full hourly reimbursable rate.

C. For inspections requested by a permittee to be made outside of the building inspector's normal work hours, Monday through Friday, the fee shall be equal to three times the building inspector's full hourly overtime reimbursable rate.

15.60.060 Relocation permit fees.
A. Relocation Investigation Permit. Where the inspection is conducted outside the city, a fee established by resolution of the city council shall be charged, and additional charges shall be paid for travel at the rate based on current IRS mileage rate and the building inspector's full hourly reimbursable rate with a minimum of one hour during the period the building inspector is outside the city.

B. The building permit fee for relocated structures shall be the standard fee for the work described in the permit. The fee for electrical, plumbing and mechanical permits shall be as set forth elsewhere in this resolution.

15.60.070 Wrecking or demolition permit.
The permit fee for the demolition or wrecking of a structure shall be established by resolution of the city council.

15.60.080 Mechanical code fees.
Mechanical code fees shall be established by resolution of the city council.

15.60.090 Electrical code fees.
Electrical code fees shall be established by resolution of the city council.

15.60.100 Plumbing code fees.
Plumbing code fees shall be established by resolution of the city council.

15.60.110 Miscellaneous fees.
Construction water fee shall be established by resolution of the city council.

15.60.120 Grading permit fees.
A. Grading permit fees shall be established by resolution of the city council.

B. Other inspections and fees shall be established by resolution of the city council.

15.60.130 Refunds.
If construction has not commenced, a refund of eighty (80) percent of the permit fee will be allowed when the permit is canceled at the request of the permittee. No permit fee will be refunded for any permit, which has expired. No refund will be made of the plan check fee.

15.60.150 Liability.
This chapter shall not be construed as imposing upon the city any liability or responsibility for damage to persons or property resulting from defective building construction or work, nor shall the city or any official or employee thereof, be held as assuming any such liability or responsibility by reason of the inspection authorized thereunder.

15.60.160 Interpretation.
This chapter is enhanced for the public health, safety and welfare and the provisions of this chapter shall be liberally construed to obtain the beneficial purposes thereof. If an interpretation is necessary, the community development director shall interpret provisions of this chapter, his or her interpretation shall be appealed to the planning commission for their consideration.

Chapter 15.64

FLOOD DAMAGE PREVENTION

Sections:

15.64.010 Statutory authorization.
15.64.020 Findings of fact.
15.64.030 Statement of purpose.
15.64.040 Methods of reducing flood losses.
15.64.050 Definitions.
15.64.060 Lands to which this chapter applies.
15.64.070 Basis for establishing the areas of special flood hazard.
15.64.080 Compliance.
15.64.090 Abrogation and greater restrictions.
15.64.100 Interpretation.
15.64.110 Warning and disclaimer of liability.
15.64.120 Establishment of flood plain development.
15.64.130 Designation of the floodplain administrator.
15.64.140 Duties and responsibilities of the floodplain administrator.
15.64.150 Appeals.
15.64.160 Standards of construction.
15.64.170 Standards for utilities.
15.64.180 Standards for subdivisions.
15.64.190 Standards for manufactured homes.
15.64.200 Standards for recreational vehicles.
15.64.210 Floodways.
15.64.220 Nature of variances.
15.64.230 Appeal board.
15.64.240 Conditions for variances.

15.64.010 Statutory authorization.

The Legislature of the state of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local government units authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the city council adopts the following floodplain management regulations.

15.64.020 Findings of fact.

A. The flood hazard areas of city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. These flood losses are caused by uses that are inadequately elevated, floodproofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contribute to the flood loss.

15.64.030 Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

A. Protect human life and health;

B. Minimize expenditure of public money for costly flood control projects;

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

D. Minimize prolonged business interruptions;

E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;

F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;

G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and

H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

15.64.040 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter includes methods and provisions to:

A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;

B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

D. Control filling, grading, dredging, and other development which may increase flood damage; and

E. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

15.64.050 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

"Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

"Appeal" means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.

"Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard. See "Special flood hazard area."

"Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "one hundred (100) year flood"). Base flood is the term used throughout this chapter.

"Basement" means any area of the building having its floor subgrade, i.e., below ground level on all sides.

Building. See "Structure."

"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before December 1, 1978.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood, flooding, or flood water" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

"Flood Hazard Boundary Map" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the areas of flood hazards.

"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

"Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source. See "Flooding."

"Floodplain Administrator" shall be the director of public works of the city, and shall be responsible for enforcement of this chapter.

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

"Floodplain management regulations" means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "regulatory floodway."

"Floodway encroachment lines" means the lines marking the limits of floodways on federal, state and local floodplain maps.

"Floodway fringe" is that area of the floodplain on either side of the "regulatory floodway" where encroachment may be permitted.

"Fraud and victimization" as related to Section 15.64.220, nature of variances, et al. means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the city council will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty (50) to one hundred (100) years. Buildings that are permitted to be constructed below the base flood elevation are

subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

"Functionally dependent use" means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

"Governing body" shall mean the city council and the council is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

"Hardship" as related to Section 15.64.220, nature of variances, et al., means the exceptional hardship that would result from a failure to grant the requested variance. The city council requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states with approved programs.

"Levee" means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area (see "Basement") is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter. (Note: This definition allows attached garages to be built at grade. Below grade garages are not allowed as they are considered to be basements.)

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreationa1 vehicle.

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"New construction," for floodplain management purposes, means structures for which the start of construction commenced on or after December 1, 1978, and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after December 1, 1978.

"Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One-Hundred-Year Flood or 100-Year Flood. See "Base flood."

"Principal structure" means a structure used for the principal use of the property as distinguished from an accessory use.

"Public safety and nuisance" as related to Section 15.64.220, nature of variances, et al., means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully

obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

"Recreational vehicle" means a vehicle which meets all of the following:

1. Built on a single chassis;

2. Four hundred (400) square feet or less when measured at the largest horizontal projection;

3. Designed to be self-propelled or permanently towable by a light-duty truck; and

4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Sheet Flow Area. See "Area of shallow flooding."

"Special flood hazard area (SFHA)" means an area having special flood hazards and shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, and AH.

"Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days from the date of the permit. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, "the actual start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or, other proposed new development of a structure, the cost of which equals or exceeds, fifty (50) percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either

1. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

2. Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

"Variance" means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

"Violation" means the failure of any structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

"Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

15.64.060 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of city.

15.64.070 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for the City of Winters dated December 16, 1980 and accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs) dated December 16, 1980, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the city council by the Floodplain Administrator. The study, FIRMs, and FBFMs are on file at the City Hall, 318 First Street, Winters, Ca.

15.64.080 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the term of this chapter and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards established in connection with

conditions) shall constitute a misdemeanor. Nothing herein shall prevent the city council from taking such lawful action as is necessary to prevent or remedy any violation.

15.64.090 Abrogation and greater restrictions.
This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

15.64.100 Interpretation.
In the interpretation and application of this chapter all provisions shall be:

A. Considered as minimum requirements;

B. Liberally construed in favor of the governing body; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes.

15.64.110 Warning and disclaimer of liability.
The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of city council, any officer, agent, or employee thereof, including elected or appointed boards; the state of California, or the Federal Insurance Administration, Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

15.64.120 Establishment of flood plain development.
A flood plain development permit development permit shall be obtained before any construction or other development begins within any area of special flood hazard established in Section 15.64.070. Application for a development permit shall be made on forms furnished by the floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required.

A. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures, in Zone AO, elevation of highest adjacent grade and proposed elevation of lowest floor of all structures; or

B. Proposed elevation in relation to mean sea level to which any structure will be floodproofed, if required in Section 15.64.160(C)(3); and

C. All appropriate certifications listed in Section 15.64.140(D); and

D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

15.64.130 Designation of the floodplain administrator.
The community development director is appointed as the floodplain administrator, to administer, implement, and enforce this chapter by granting or denying development permits in accord with its provisions.

15.64.140 Duties and responsibilities of the floodplain administrator.
The duties and responsibilities of the floodplain administrator shall include, but not be limited to the following.

A. Permit Review. Review all development permits to determine that:

1. Permit requirements of this chapter have been satisfied;

2. All other required state and federal permits have been obtained;

3. The site is reasonably safe from flooding; and

4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this chapter, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point.

B. Review and Use of Any Other Base Flood Data. When base flood elevation data has not been provided in accordance with Section 15.64.070, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other source, in order to administer Section 15.64.160 through 15.64.210, inclusive. Any such information shall be submitted to the city council for adoption.

C. Notification of Other Agencies.

1. Alteration or Relocation of a Watercourse.

a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;

b. Submit evidence of such notification to the Federal Insurance Administration, Federal Emergency Management Agency; and

c. Assure that the flood-carrying capacity within the altered or relocated portion of the watercourse is maintained.

2. Base Flood Elevation Changes Due to Physical Alterations.

a. Within six months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a letter of map revision (LOMR).

b. All LOMRs for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition in Section 15.64.050.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

3. Changes in Corporate Boundaries. Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

D. Documentation of Floodplain Development. Obtain and maintain for public inspection and make available, as needed the following:

1. Certification required by Section 15.64.160(C)(1) (floor elevations);

2. Certification required by Section 15.64.160(C)(2) (elevation or floodproofing of nonresidential structures);

3. Certification required by Sections 15.64.160(C)(3) (wet floodproofing standard);

4. Certification of elevation required by Section 15.64.180(B) (subdivision standards);

5. Certification required by Section 15.64.210(A) (floodway encroachments);

6. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

E. Map Determinations. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard, for example, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 15.64.220.

F. Remedial Action. Take action to remedy violations of this chapter as specified in Section 15.64.080.

15.64.150 Appeals.

The city council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.

15.64.160 Standards of construction.
In all areas of special flood hazards the following standards are required:

A. Anchoring.

1. All new construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

2. All manufactured homes shall meet the anchoring standards of Section 15.64.020.

B. Construction materials and methods. All new construction and substantial improvement shall be constructed:

1. With materials and utility equipment resistant to flood damage;

2. Using methods and practices that minimize flood damage;

3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and if

4. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and floodproofing. (See Section 15.64.050, Definitions for "new construction," "substantial damage" and "substantial improvement".)

1. Residential construction, new or substantial improvement, shall have the lowest floor, including basement:

a. In an AO Zone, elevated above the highest adjacent grade to a height equal to or exceeding one foot greater than the depth number specified in feet on the FIRM, or elevated at least three feet above the highest adjacent grade if no depth number is specified;

b. In an A Zone, elevated a minimum of one foot above the base flood elevation, as determined by the city.

c. In all other zones, elevated a minimum of one foot above the base flood elevation.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by a city building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator.

2. Nonresidential construction shall either be elevated to conform with subsection (C)(1) or together with attendant utility and sanitary facilities:

a. Be floodproofed below the elevation recommended under subsection(C)(1) so that the structure is watertight with walls substantially impermeable to the passage of water;

b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

c. Be certified by a registered professional engineer or architect that the standards of this subdivision are satisfied. Such certification shall be provided to the floodplain administrator.

3. All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must exceed the following minimum criteria:

a. Be certified by a registered professional engineer or architect; or

b. Be certified to comply with a local floodproofing standard approved by the Federal Insurance Administration, Federal Emergency Management Agency; or

c. Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater.

4. Manufactured homes shall also meet the standards in Section 15.64.190.

15.64.170 Standards for utilities.

A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:

1. Infiltration of flood waters into the systems; and

2. Discharge from the systems into flood waters.

B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

15.64.180 Standards for subdivisions.

A. All preliminary subdivision proposals shall identify the flood hazard area and the elevation of the base flood.

B. All subdivision plans will provide the elevation of proposed structure(s) and pad(s). If the site is filled above the base flood elevation, the final first floor and pad elevations shall be certified by a registered professional engineer or surveyor and provided to the floodplain administrator.

C. All subdivision proposals shall be consistent with the need to minimize flood damage.

D. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

E. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards.

15.64.190 Standards for manufactured homes.

A. All manufactured homes that are placed or substantially improved, within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map, on sites located:

1. Outside of a manufactured home park or subdivision,

2. In a new manufactured home park or subdivision;

3. In an expansion to an existing manufactured home park or subdivision; or

4. In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred "substantial damage" as the result of a flood; shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation collapse and lateral movement.

B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones Al-30, AH, AE on the community's Flood Insurance Rate Map that are not subject to the provisions of subsection A will be elevated so that either the

1. Lowest floor of the manufactured home is a minimum of one foot above the base flood elevation; or

2. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

15.64.200 Standards for recreational vehicles.

A. All recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map will either:

1. Be on the site for fewer than one hundred eighty (180) consecutive days,

2. Be fully licensed and ready for highway use, a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

3. Meet the permit requirements of this chapter and the elevation and anchoring requirements for manufactured homes in Section 15.64.190.

15.64.210 Floodways.

Located within areas of special flood hazard established in Section 15.64.070 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply.

A. Prohibit encroachments, including fill, new construction, substantial improvement, and other new development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in the base flood elevation during the occurrence of the base flood discharge.

B. If subsection A is satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Sections 15.64.160 through 15.64.210 inclusive.

15.64.220 Nature of variances.

The variance criteria set forth in this section are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the city council to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

15.64.230 Appeal board.

A. In passing upon requests for variances, the city council shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter: and the

1. Danger that materials may be swept onto other lands to the injury of others;

2. Danger of life and property due to flooding or erosion damage;

3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;

4. Importance of the services provided by the proposed facility to the community;

5. Necessity to the facility of a waterfront location, where applicable;

6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

7. Compatibility of the proposed use with existing and anticipated development;

8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

9. Safety of access to the property in time of flood for ordinary and emergency vehicles;

10. Expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and

11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

B. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars ($25.00) for one hundred dollars ($100.00) of insurance coverage, and

2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the office of the Yolo County recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

C. The floodplain administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency.

15.64.240 Conditions for variances.

A. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of Sections 15.64.120 through 15.64.210 inclusive, of this chapter have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section 15.64.050) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this chapter. For example, in the case of variances to an elevation requirement, this means the city council need not grant permission for the applicant to build at grade, or even to, whatever elevation the applicant proposes, but only to that elevation which the city council believes will both provide relief and preserve the integrity of the local ordinance.

E. Variances shall only be issued upon a:

1. Showing of good and sufficient cause,

2. Determination that failure to grant the variance would result in exceptional "hardship" (as defined in Section 15.64.050) to the applicant; and

3. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (as defined in Section 15.64.050, see "Public safety or nuisance"), cause fraud or victimization (as defined in Section 15.64.050 of the public, or conflict with existing local laws or ordinances.

F. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of Sections 15.64.230(A) through (E), inclusive, are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

G. Upon consideration of the factors of Section 15.64.220 and the purposes of this chapter, the city council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

Chapter 15.68

JOB SITE RECYCLING

Sections:
15.68.010 Procedures to apply for project approval or permit.

15.68.010 Procedures to apply for project approval or permit.

A. Applicant shall supply information on a city-provided document entitled, "Job Site Salvage, Recycling, Re-use and Disposal Statement", including, but not limited to the following:

1. Location of project;

2. Name and phone number(s) of on-site manager(s);

3. Name(s) of subcontractors;

4. Identification of kind(s), and estimates of quantity and weight, of materials that can be salvaged, re-used or recycled.

B. Applicant shall notify subcontractors of the city's intent and requirements.

C. Applicant shall track the final destination for salvageable, recyclable and re-usable materials, and for materials disposed of through transportation to a landfill, whether self-haul or otherwise; applicant shall provide totals in these categories to the city within five working days of the completion of the project; if the project take more than nine months to complete, city staff may obtain sub-totals to that point from the applicant.

Where possible, figures on materials shall be expressed in tonnages, unless otherwise specified by the applicant and agreed to by the city's representative.

These requirements shall be in effect if an applicant is demolishing, and/or constructing, and/or remodeling more than one thousand five hundred (1,500) square feet of space.

Applicant shall comply with the above guidelines or Sections 4.408 and 5.408 of the 2025 California Green Building Standards Code, whichever is more stringent.

Chapter 15.72

DEVELOPMENT AGREEMENTS

Sections:

15.72.010 Authority for adoption.
15.72.020 Purpose—Limitation on applicability—Findings.
15.72.030 Forms and information.
15.72.040 Fees.
15.72.050 Qualification as an applicant.
15.72.060 Proposed form of agreement.
15.72.070 Filing of application.
15.72.080 Review of application.
15.72.090 Contents of agreement.
15.72.100 Public benefits.
15.72.110 Term of agreement.
15.72.120 Reservation of rights.
15.72.130 Construction codes.
15.72.140 Parties.
15.72.150 Duty to give notice.
15.72.160 Requirements for form and time of notice of intention to consider adoption of development agreement.
15.72.170 Failure to receive notice.
15.72.180 Hearing and recommendation by the city council.
15.72.190 Approval of development agreement.
15.72.200 Recordation of development agreement, amendment or cancellation.
15.72.210 Amendment or cancellation by mutual consent.
15.72.220 Procedure.
15.72.230 Periodic review.
15.72.240 Special review.
15.72.250 Procedure.
15.72.260 Proceedings upon modification or termination.
15.72.270 Hearing on modification or termination.
15.72.280 Enforcement.
15.72.290 Appeal to party other than city.
15.72.300 Modification or suspension by state or federal law.
15.72.310 Approved development agreements.

15.72.010 Authority for adoption.

These regulations are adopted pursuant to Article XI, Section 7 of the California Constitution and Government Code Section 65864 et seq.

15.72.020 Purpose—Limitation on applicability—Findings.

A. The purpose of this chapter is to establish the procedures and requirements mandated by Article 2.5 of Chapter 4 of the Government Code for the consideration of development agreements.

B. A development agreement for a development project that requires annexation, may be approved by the city, but will not be effective until after annexation occurs.

C. The city takes notice that the legislature, in passing the state development agreement law, found and declared that:

1. The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public;

2. Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development;

3. The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed over time for financing public facilities.

15.72.030 Forms and information.

A. The city manager (or designee) shall prescribe the form for each application, notice and document provided for or required under these regulations for the preparation, review and implementation of development agreements.

B. The city manager (or designee) may require an applicant to submit such information and supporting data as the city manager (or designee) considers reasonably necessary to process the application.

15.72.040 Fees.

The application shall be accompanied by a deposit to be determined by the city's master fee resolution. The cost of processing of the application shall be billed to the applicant on a time and materials basis as specified in the city's master fee resolution. In the event this deposit proves insufficient, the city manager (or designee) may require that additional deposits be submitted. Such additional deposits shall not exceed the estimated reasonable costs of processing the application. In the event the deposits collected exceed the actual costs of processing the application, the excess amount shall be refunded upon the conclusion of proceedings.

15.72.050 Qualification as an applicant.

Only a qualified applicant may file an application to enter into a development agreement. A qualified applicant is a person who has legal or equitable interest in the real property that is the subject of the development agreement. Applicant includes authorized agent. The city manager (or designee) shall require an applicant to submit proof of this interest in the real property and of the authority of the agent to act for the applicant. Such proof may include a preliminary title report

issued by a title company licensed to do business in the state of California evidencing the requisite interest of the applicant in the real property. Before processing the application, the city manager (or designee) may obtain the opinion of city attorney as to the sufficiency of the applicant's interest in the real property to enter into the development agreement.

15.72.060 Proposed form of agreement.

Each application shall be accompanied by the form of development agreement proposed by the applicant. If the city manager (or designee) has approved a standard form of development agreement, this requirement shall be met by utilizing such standard form and including specific proposals for changes in or additions to the language or the standard form.

15.72.070 Filing of application.

A. The application for a development agreement shall be submitted in coordination with, but not necessarily at the same time as the applications needed for other required entitlements of the project. The application must be filed in time for the request to be considered in the environmental analysis of the project. In no event shall the application be filed later than the release of the final environmental document in order to allow staff time to analyze the merits of entering into such an agreement, prior to preparation of the staff report and staff recommendation.

B. Notwithstanding subsection A to the contrary, an application for a development agreement may be submitted on any project that has not received a final approval as of the date the ordinance codified in this chapter becomes effective provided that such application for such project has been deemed complete by the city manager (or designee) prior to such date.

15.72.080 Review of application.

The city manager (or designee) shall endorse on the application the date of receipt, shall review the application, and may reject it if incomplete or inaccurate. If the application is complete, the city manager (or designee) shall accept it for filing. The city manager (or designee) shall determine any additional requirements necessary to complete the development agreement on the basis of the application as filed. The city manager (or designee) shall give timely notification to the applicant that a development agreement application is incomplete. The written notice shall identify what additional information is needed, in order to complete the application. After receiving all required information, the city manager (or designee) shall prepare a report and recommendation as to whether or not the development agreement as proposed, or in amended form, is consistent with the general plan, any applicable specific plan, and the provisions of these regulations.

15.72.090 Contents of agreement.

A proposed development agreement shall include the following:

A. A legal description of the property subject to the development agreement;

B. The duration of the development agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes;

C. Conditions, terms, restrictions, and requirements for subsequent city discretionary actions, provided that such conditions, terms, restrictions and requirements for subsequent discretionary

actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the development agreement;

D. The estimated time when construction and/or any other approved activity on the property will be commenced and completed, including, if appropriate, a phasing plan;

E. Public benefits in accordance with Section 15.72.100.

15.72.100 Public benefits.

A. In consideration for entering into a development agreement, the city shall gain public benefits beyond those already forthcoming through conditions and mitigations on project approval.

B. Any fees required pursuant to subsection A shall be adjusted during the term of the development agreement to match any adjustments of such fees by the city council.

C. A development agreement shall not exempt a project from any subsequently adopted regulatory provisions which may include the use of a fee, for example, air quality mitigation fee, except to the extent that such subsequently adopted fee fulfills the same purposes as the fees required pursuant to this section.

15.72.110 Term of agreement.

A. The maximum term of a development agreement shall be negotiated between the parties, and shall commence from the date of the approval of the project to which it pertains. A development agreement may, upon request of the property owner and at the sole discretion of the city council, be extended for an additional period. Any request for extension shall be noticed and processed in the same manner as an application for a development agreement.

B. Notwithstanding subsection A, the city council may extend the initial term of a development agreement upon making the findings in Section 15.72.180, support thereof.

C. At the end of the term of the development agreement, the development agreement shall terminate for all purposes except any enforcement action by the city for nonconformance with the terms of the agreement or condition of the permit, and the project that was the subject of the development agreement shall be subject to all laws, rules and regulations applicable to such projects and/or uses.

15.72.120 Reservation of rights.

A. Unless otherwise provided by the development agreement, rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the property subject to a development agreement shall be those rules, regulations, and official policies in force at the time of execution of the agreement.

B. Notwithstanding subsection A, a development agreement shall not prevent the city, in subsequent actions applicable to the property that were not encompassed by the original permitted activities, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor shall a development

agreement prevent the city from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, and policies.

C. A development agreement shall not prevent the city from modifying or suspending the provisions of the development agreement if the city council finds that the failure of the city to do so would place residents, businesses, and/or property owners of the city in a condition dangerous to their health or safety or both.

D. A development agreement shall apply only to a project as that project is described in an environmental analysis certified, adopted or approved by the city at or before the time the city enters into the development agreement, including any portion of the project that is in substantial conformance with the project approvals, as determined by the city. A development agreement shall not apply to a project or portions of a project not encompassed by the project description in the city's environmental analysis.

15.72.130 Construction codes.

A development agreement shall contain the acknowledgement of the possibility of changes in the Uniform Building, Plumbing, Mechanical, Electrical, Fire and Grading Codes, as implemented by the city, during the term of the agreement and shall provide that any amendments to these codes, shall apply to the project subject to the development agreement.

15.72.140 Parties.

All owners of all property included within a development agreement shall be considered a party to the agreement and shall be a signatory.

15.72.150 Duty to give notice.

The city manager (or designee) shall give public notice of intention of the planning commission to consider an application for a development agreement, and the city clerk shall give public notice of intention of the city council to consider adoption of a development agreement.

15.72.160 Requirements for form and time of notice of intention to consider adoption of development agreement.

A. Form of Notice. The notice of intention to consider adoption of a development agreement shall contain:

1. The date, time and place of the hearing;

2. The identity of the hearing body;

3. A general explanation of the matter to be considered including a general description of the location of the real property that is the subject of the hearing; and

4. Such other information required by law or which the city manager (or designee) or clerk considers necessary or desirable.

B. Time and Manner of Notice. Notice shall be given at least ten (10) days prior to the public hearing in all the following ways:

1. Publication. Publication once in a newspaper of general circulation, published and circulated in the city.

2. Mailing. Mailing of the notice to all persons shown on the latest equalized assessment roll and any update as owning real property within three hundred (300) feet of the property which is the subject of the proposed development agreement. If the number of owners to whom notice is to be mailed is greater than one thousand (1,000), the city manager (or designee) or clerk may, in lieu of mailed notice, provide notice by placing a display advertisement of at least one-eighth page in a newspaper of general circulation in the city.

3. Notification of Application. Mailing or delivery of the notice to the owner of the subject real property or the owner's duly authorized agent, and to the project applicant.

4. Notification of Affected Local Agencies. Mailing or delivery of the notice to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the subject property, whose ability to provide those facilities and services may be significantly affected by the proposed development agreement.

C. Declaration of Existing Law. The notice requirements referred to in subsections A and B are declaratory of existing law at the time of drafting of this regulation (Govt. Code Section Section 65867, 65090, and 65091). If state law prescribes a different notice requirement, notice shall be given in that manner. The notices required by this section are in addition to any other notices required by law for other actions to be considered concurrently with the development agreement.

15.72.170 Failure to receive notice.

The failure of any person or entity to receive, notice given pursuant to these regulations shall not affect the authority of the city to enter into a development agreement.

15.72.180 Hearing and recommendation by the city council.

All development agreements shall be considered at a public hearing before the city council. A development agreement shall not be approved unless the council finds that the provisions of the agreement are consistent with the findings listed below and consistent with this chapter. The decision of the council shall be final.

A. Is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan;

B. Is compatible with uses authorized in, and the regulations prescribed for, the zoning district in which the real property is or will be located;

C. Is in conformity with and will promote public convenience, general welfare and good land use practice;

D. Will not be detrimental to the health, safety and general welfare;

E. Will not adversely affect the orderly development of property or the preservation of property values;

F. Will meet the intent of Section 15.72.100(A).

15.72.190 Approval of development agreement.

Development agreements shall be approved by ordinance. The ordinance shall refer to and incorporate by reference the text of the development agreement.

15.72.200 Recordation of development agreement, amendment or cancellation.

A. Within ten (10) days after the city executes a development agreement, the city clerk shall record with the county clerk/recorder a copy of the agreement, which shall describe the land subject thereto.

B. If the parties to the development agreement or their successors in interest amend or cancel the development agreement as provided in Sections 15.72.210 and 15.72.220 and Government Code Section 65868, or if the city terminates or modifies the development agreement as provided in Sections 15.72.260 through 15.72.290 and Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of the development agreement, the city clerk shall have notice of such action recorded with the county clerk/recorder.

C. From and after the time of the recordation required by this section, notice shall be imparted as provided by the recording laws of the state of California. The burdens of the development agreement shall be binding upon, and the benefits of the development agreement shall inure to, all successors in interest to the parties to the development agreement.

15.72.210 Amendment or cancellation by mutual consent.

Any party, or successor in interest, to a development agreement may propose an amendment or cancellation, in whole or in part, of the development agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided for in the agreement consistent with the requirements of Sections 15.72.260 through 15.72.290 and Government Code Section 65865.1.

15.72.220 Procedure.

The procedure for proposing and adoption of an amendment or cancellation, in whole or in part, of a development agreement shall be the same as for entering into the development agreement in the first instance. However, if the city initiates a proposed amendment or cancellation of the development agreement, it shall first give written notice by mail to the property owner of its intention to initiate such proceedings not less than thirty (30) days prior to the giving of public notice of hearing to consider the amendment or cancellation.

15.72.230 Periodic review.

The city manager (or designee) shall review each development agreement annually, on or before the anniversary date of the recordation of the development agreement, in order to ascertain the good faith compliance by the property owner with the terms of the development agreement. The property owner shall submit an annual monitoring report, in a form acceptable to the city manager (or designee), within thirty (30) days after written notice from the city manager (or designee). The annual monitoring report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the development agreement

during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the city council.

15.72.240 Special review.

The city council may order a special review of compliance with a development agreement at any time. The city manager (or designee) shall conduct such special reviews.

15.72.250 Procedure.

A. During either a periodic review or a special review, the property owner shall be required to demonstrate good faith compliance with the terms of the development agreement. Periodic review of the agreement shall be specified by Government Code Section 65865.1.

B. Upon completion of a periodic review or a special review, the city manager (or designee) shall submit a report to the city council setting forth the evidence concerning good faith compliance by the property owner with the terms of the development agreement and his or her recommended finding on that issue.

C. If the staff finds on the basis of substantial evidence that the property owner has complied with the terms and conditions of the development agreement, the review shall be concluded.

D. If the council finds on the basis of substantial evidence that the property owner has not complied in good faith with the terms and conditions of the development agreement, the council may set a hearing for the purpose of modifying or terminating the development agreement as provided in Sections 15.72.260 through 15.72.290.

15.72.260 Proceedings upon modification or termination.

If, upon finding under Section 15.72.250(D), the city determines to proceed with modification or termination of a development agreement, the city shall give written notice to the property owner of its intention to do so. The notice shall contain:

A. The time and place of the hearing;

B. A statement as to whether or not the city proposes to terminate or to modify the development agreement; and

C. Such other information as the city considers necessary to inform the property owner of the nature of the proceeding including the grounds upon which the proceedings are based.

15.72.270 Hearing on modification or termination.

At the time and place set for the hearing on modification or termination, the property owner shall be given an opportunity to be heard. The property owner shall be required to substantiate compliance with the terms and conditions of the development agreement. The burden of proof on this issue shall be on the property owner. If the council finds, based upon substantial evidence, that the property owner has not substantially complied with the terms or conditions of the agreement, the council may terminate or modify the development agreement, and impose such conditions as it deems necessary to protect the interests of the city and the public. The decision of the city council is final.

15.72.280 Enforcement.

Unless amended, canceled, modified, suspended or terminated pursuant to this chapter, or unless otherwise allowed by this chapter, a development agreement shall be enforceable by any party thereto notwithstanding any change in any applicable or specific plan, zoning, subdivision, or building regulation adopted by the city which alters or amends the rules, regulations or policies specified in effect at the time the development agreement is executed by the city.

15.72.290 Appeal to party other than city.

A. Any party to a development agreement, other than the city, seeking to bring an action to enforce the development agreement pursuant to Section 15.72.280 shall first appeal all matters to be raised in the action to the city council. The appeal shall be commenced by the filing of a written statement of issues by the party appealing setting out in detail the basis for the appeal. The statement shall be filed with the city clerk and city manager (or designee). The city council shall hold a hearing on the issues raised in the statement no later than forty-five (45) days after the statement has been filed with the city clerk and city manager (or designee).

B. The city council shall make findings on all matters raised in the appeal. The party shall not commence an action to enforce the development agreement until after the city council has issued its findings. The city council shall issue its findings no later than fifteen (15) days after the hearing.

15.72.300 Modification or suspension by state or federal law.

In the event that state or federal laws or regulations, enacted after a development agreement has been entered into, prevent or preclude compliance with one or more provisions of the development agreement, such provisions of the development agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

15.72.310 Approved development agreements.

A development agreement is a legislative act which shall be approved by ordinance.

Chapter 15.76

FACILITY FEES FOR DEVELOPMENT PROJECTS

Sections:

15.76.010 Findings and purpose.
15.76.020 Definitions.
15.76.030 Facility fees.
15.76.040 Limited use of fees.
15.76.050 Credit and reimbursement for construction of facilities.
15.76.060 Supplemental fees.
15.76.070 Fee adjustment or waiver.
15.76.080 Change of use.
15.76.090 Appeal procedure.
15.76.100 Five-year review.
15.76.110 Credits based on replacement of existing structures.
15.76.120 Automatic annual adjustment.
15.76.130 Increase by resolution.
15.76.140 Permits affected.
15.76.150 Audit.

15.76.010 Findings and purpose.

The city council finds and determines as follows:

A. On May 19, 1992, the city council adopted the general plan and master plans for circulation, sewer, water and storm drainage systems, and the city of Winters financing plan, which describe the general location, capacity, and types of capital improvements planned as part of the city's public facilities improvements to serve a population of twelve thousand five hundred (12,500).

B. Pursuant to general plan Policies I.A.4., I.A.5., I.A7., I.F.2., I.F.3, III.A.l5, III.B.2., IV.A.4., IV.A.5., VII.C.7., and similar policies throughout the general plan, it is the city's policy to require new development to pay its fair share of expansion of public facilities to serve new growth. The purpose of this chapter is to implement these general plan requirements and, under the authority of Article XI, Section 7 of the California Constitution, to establish the appropriate development fees to pay for the cost of these services and facilities, the demand for which is generated by the type and level of new development in the city general plan.

C. The basis for establishment of the facilities fees was identified in the master plan for circulation, dated May 8, 1992, and prepared by Wilbur Smith Associates, and master plans for sewer, water and storm drainage systems dated May 8, 1992, and prepared by CH2M Hill. Additional analysis of the need for and cost of new public facilities and improvements required by new development was conducted and described in the city financing plan, dated May 8, 1992, the development impact fee study dated May 1, 1992 by Economic and Planning Systems (EPS), and the addendum to that report dated May 7, 1992, and the documents relied upon in preparation of that report. The development impact fee study and addenda by EPS are incorporated by reference, as if set forth in full herein.

D. The environmental impacts of the facilities described in these documents, including cumulative and growth inducing impacts, have been identified in the Final Environmental Impact Report (EIR) prepared for the 1992 general plan EIR. Prior to action on site-specific projects, subsequent environmental review will be undertaken as necessary pursuant to the California Environmental Quality Act (CEQA). Therefore, the city council finds that adoption of this facilities fee program is within the scope of the Final EIR prepared for the city general plan project, and certified by the city council in Resolution 92-13. The city council adopts the Findings, Mitigation Monitoring Program, and Statement of Overriding Considerations, attached as Exhibits A, B, and C to city council Resolution 92-13.

E. In order to protect the health, safety and welfare of the community and to ensure that adequate public services and facilities are provided for the residents for the city, adoption of a fee schedule is necessary to finance these public improvements and to pay for the new development projects' fair share of the cost of these improvements.

15.76.020 Definitions.

As used in this chapter:

"Building permit" means the permit issued or required for the construction, improvement or remodeling of any structure pursuant to and as defined by the city building code.

"Costs" means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and the costs of land, construction, engineering, administration, and consulting fees.

"City of Winters" means all property located within the geographical area within the city urban limit line.

"Department" means the city community development and building department.

"Developer" shall include an owner or authorized agent of an owner of property.

"Development entitlement" includes, but is not limited to, a subdivision map, parcel map, rezoning, pre-zoning development agreement or permit for the construction, grading or installation of a single-family detached home, single-family, attached home, duplex, townhome, condominium, apartment, manufactured home or mobilehome, or for construction of any non-residential building or use requiring a permit. It does not include remodeling or additions to a dwelling unit unless such addition or remodeled unit can be separately sold or leased, or substantially increases the demands on the city's infrastructure.

"Director" means the director of the city community development and building department.

"Estimated cost" means the total estimated cost of constructing a facility.

"Facilities" means those public facilities designated in the master facility plans, Winters development impact fee study or in any subsequent facilities study adopted by the city.

"Program fee" means the total program costs for a particular category of facilities and services applied to the percentage of the total demand for that particular category generated by each type of land use, and divided by the total number of residential units in each residential land use category, or estimated total building square feet in each non-residential land use category.

"Winters development impact fee study" means the study, including any amendments thereto, adopted by the resolution by the city council, for the financing of designated facilities and services within the city including, but not limited to, a designation of those facilities to be constructed with the mitigation fees collected under this chapter, the estimated costs of constructing the facilities, or providing the services designated therein, and the total use factors used in arriving at an allocation of the cost of the facilities to different types of land uses.

15.76.030 Facility fees.

A. The payment of development impact fees for capital facilities is hereby established as set forth in the city's facilities fee resolution as a condition of the issuance of all development entitlements for new construction. The city council shall, by resolution, set forth the specific amount of each fee, list the type of public improvements to be financed, describe the estimated costs of these facilities, describe the reasonable relationship between each fee and the various types of new developments and set forth the time for payment of the fee.

B. Unless otherwise specified in the facilities fee resolution, each development fee shall be paid prior to7 issuance of a building permit in the amount established by the facilities fee resolution adopted by the city council. If no building permit is required for new development subject to this chapter, the fee must be paid prior to issuance of a grading permit, an occupancy permit or other final permit to use the property.

15.76.040 Limited use of fees.

The revenues raised by payment of these facility fees shall be placed in separate and special accounts created to account for the revenue generated by each such fee. Such revenues, along with any interest earnings on each account, shall be used solely to:

A. Pay for the city's future construction of each category of facilities described in the resolution enacted pursuant to Section 15.76.030 or to reimburse the city for those described or listed facilities in the resolution constructed by the city with funds advanced by the city from other sources;

B. Reimburse developers who have been required or permitted to install such listed facilities which are oversized with supplemental size, length, number or capacity; or

C. Allow temporary borrowing between categories of facility fee accounts, consistent with Government Code Section 66006.

15.76.050 Credit and reimbursement for construction of facilities.

A. Upon application by the developer, the director may authorize the developer to construct certain on-site or off-site facilities specified in the city's master plans, or at the time and as designated by the director, in lieu of all, or a portion of, the fee required by this chapter. The owner may be entitled to a credit if the owner: (1) constructs the improvements; (2) finances an

improvement by cash, assessment district, or Mello-Roos Community Facilities District; or (3) a combination of the above. If so authorized, the credit to be provided to the property owner shall be equal to the estimated cost of the facility as set forth in the most recent Winters master plans or facility estimates, including, but not limited to, unit prices, quantities and project description. The construction of a facility authorized by this section must be approved by the city, and conducted in accordance with the city development standards. The property owner must post a bond or other security in a form acceptable to the city attorney for the complete performance of the construction, before credit is given and before issuance of a grading or building permit.

B. If the amount of the credit is less than the amount of the otherwise applicable fee, the developer shall pay the difference.

C. If the amount of the credit is greater than the amount of the otherwise applicable facility fee, the property owner shall be reimbursed pursuant to a reimbursement agreement after the project is accepted by the city, as described in the master plans or any updates of those plans. Any funds paid by the city would be paid only from the applicable fund.

To implement this subsection the property owner and the city shall first enter into a reimbursement agreement. In addition to its other terms, the agreement shall provide that: (1) the general fund of the city is not liable for payment of any obligations arising from the agreement; (2) the credit or taxing power of the city is not pledged for the payment of any obligations arising from the agreement; (3) the land owner shall not compel the exercise of the city taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and (4) the obligation arising from the agreement is not a debt of the city, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the development fees deposited in the applicable development impact fee fund.

D. The construction of facilities by a private owner under this section shall be performed and contracted for as required by law, including but not limited to, compliance with the city standards and any federal, state and local requirements for public works, applicable to the particular facility.

15.76.060 Supplemental fees.

Where a developer proposes a project, which has an impact upon public facilities that is significantly greater or lesser than the standards used to calculate the fees for that category of project, the director may make a determination on a case by case basis that the fee is inappropriate for the proposed project, and may impose a supplemental fee or reduced fee for a project upon making the necessary findings based upon evidence in the record pursuant to Government Code Section 66001. This determination shall be made prior to imposition of a fee upon the project.

The determination shall be made based upon the application for a development permit, or upon the application for a building permit if no development permit is required, and any additional information requested by the director. The director may require the developer to submit engineering data, technical studies, calculations or other project information which is necessary to make a determination pursuant to this section.

15.76.070 Fee adjustment or waiver.

A. The developer of a development subject to a fee under this chapter may apply to the director for an adjustment to, or waiver of, that fee.

B. The application shall be made in writing and filed with the city clerk no later than ten (10) days before any public hearing on the development permit application for the project, or if no public hearing is required, ten (10) days prior to the time of the application for a building permit. The application shall state in detail the factual basis and legal theory for the claim of adjustment or waiver, and shall include substantial evidence of the absence of a reasonable relationship between the impact on public facilities of that development and either the amount of fee charged, or the type of facilities to be financed.

C. The director shall consider the application at an informal hearing held within sixty (60) days after the filing of the fee adjustment application. The decision of the director is appealable pursuant to Section 15.76.090.

D. The applicant bears the burden of proof in presenting substantial evidence to support the application. The director shall consider the following factors in its determination whether or not to approve a fee adjustment or waiver.

1. The factors identified in Government Code Section 66001, including but not limited to the following:

a. The purposes and proposed uses of the fee;

b. The type of development;

c. The relationship between the fee's use and type of development;

d. The relationship between the need for the improvements and the type of development; and

e. The relationship between the amount of the fee and the portion of it attributable to the development.

2. The substance and nature of the evidence including the Winters development impact fee study and the applicant's technical data supporting its request. The applicant must present comparable technical information to show that the fee is unreasonable as applied to the particular development.

15.76.080 Change of use.

If a reduction or waiver is granted pursuant to Section 15.76.070, any change in use within the project which substantially affects the demand on the city's services and facilities, shall invalidate the waiver or reduction of the fee and the portion waived or reduced shall be due and payable to the city immediately upon notification by the city delivered by mail deposited with the United States Postal Service.

15.76.090 Appeal procedure.

A. The director is responsible for administering, collecting, crediting, adjusting, and refunding development fees. A decision by the director, regarding a fee imposed under this chapter, is appealable in accordance with this section. Any person seeking judicial review shall first seek an appeal hearing under this section.

B. Any person appealing a decision under this chapter shall file a request with the city manager who is responsible for processing the appeal. The request shall be accompanied by a deposit for the reasonable estimated administrative costs of conducting the hearing, including the city's legal fees. The appeal shall be in writing, stating the factual and legal grounds, and shall be filed within ten (10) calendar days following the decision being appealed.

C. The manager shall set the matter for hearing before the city council and notify the person appealing in writing of the time and place of the hearing.

D. The city council shall conduct a de novo hearing, adopt findings of fact and a written decision on the matter, and shall preserve the administrative record of the proceeding. The council shall consider relevant evidence presented by the appellant and by the director.

E. The decision of the city council is final, and is not subject to reconsideration. It is reviewable by a court under Code of Civil Procedure Section 1094.5.

F. The city adopts Code of Civil Procedure Section 1094.6 for the purposes of judicial review under this section. A petition seeking review of decision under this chapter shall be filed not later than thirty (30) days following the date on which the decision of the city council becomes final, and shall be preceded by a written protest including:

1. A statement informing the city of the factual elements of the dispute and the legal theory forming the basis for protest, and

2. A statement that the required payment is tendered under protest.

15.76.100 Five-year review.

If, five years after collection, any portion of a fee collected pursuant to this chapter is unexpended or uncommitted, the city shall review the fee and the purpose for which it was charged, and make a determination and finding as to the continued need for the fee and the reasonable relationship between the fee and the purpose for which it is intended. This review and findings shall be made once each fiscal year in any year that there are unexpended or uncommitted fees, beginning with the fifth year after the effective date of the ordinance codified in this chapter.

If the appropriate finding cannot be made, the city shall refund the fees to the then current owner of record of the project on which the fee was imposed pursuant to Government Code Section 66001(d), Section 66001(e), and Section 66001(f).

15.76.110 Credits based on replacement of existing structures.

The city council may establish a schedule of credits against development fees established pursuant to its Facilities Fee Resolution, based upon the replacement of an existing legal structure which was in existence during the immediately preceding twelve (12) month period. Any credits will be

given only to the extent that the city council can make a finding that: (1) the new development does not make demands on infrastructure capacity greater than that imposed by the structures being replaced; and (2) the owner of the previous structures paid the applicable development fees, if any, at the time of its construction.

15.76.120 Automatic annual adjustment.

Each fee imposed by this chapter shall be adjusted automatically on July 1st of each year beginning on July 1, 1993, by a percentage equal to the rise in the Engineers News Record construction cost index for the preceding twelve (12) months.

15.76.130 Increase by resolution.

The amount of each fee established by the facilities fee resolution may be more specifically set and revised at any time by resolution of the city council, with this chapter being considered as enabling and directive, and as establishing the initial fee program.

15.76.140 Permits affected.

Except as provided in the facilities fee resolution, this chapter shall apply to each and every building permit for new construction either applied for or proposed to be issued on and after the effective date of the ordinance codified in this chapter.

15.76.150 Audit.

Whenever an audit is requested to determine whether a fee or charge levied by the city exceeds the amount reasonable necessary to cover the cost of any product or service provided the city manager shall estimate the cost of the audit and require a deposit in the full amount estimated. If the actual cost is less than estimated, the difference shall be refunded to the person requesting the audit. If the actual amount is greater than the deposit, the person requesting the audit shall pay the full cost and the difference shall be due and payable upon notice to the person requesting the audit. This shall apply to any audit requested pursuant to Government Code Sections 66023, 54985, and any other authority for an audit of the city's fee program.

Chapter 15.80

SCHOOL FACILITIES FEES FOR DEVELOPMENT PROJECTS

Sections:

15.80.010 New residential development—Mitigation plan required.
15.80.020 Building permit applicants—Requirements.
15.80.030 Mitigation plan or program—Appeal authority.
15.80.040 Permit issuance requirement.
15.80.050 Credit given for school impact fee payment.
15.80.060 Mitigation plan defined.
15.80.070 Exemptions.
15.80.080 Five-year review.
15.80.090 Appeals.
15.80.100 Automatic annual adjustment.

15.80.010 New residential development—Mitigation plan required.

Notwithstanding any other provisions of this code, no entitlement for any new residential development or construction, including but not limited to building permits, tentative subdivision maps, parcel maps, rezonings, pre-zonings, use permits, planned development permits, variances, development agreements or any other entitlement or permit which will allow construction of a new residential dwelling, shall be approved until the applicant has demonstrated that the school facilities necessary to accommodate the impacts generated by the new residence(s) have been or will be adequately mitigated.

15.80.020 Building permit applicants—Requirements.

On and after the effective date of the ordinance codified in this chapter, each applicant for a building permit for residential development shall do one of the following:

A. Submit a mitigation plan which demonstrates how the development to which the permit applies is participating in an approved plan to construct permanent school facilities within the district;

B. Pay the development fee for each dwelling unit's fair share of its impact on capital facilities as established by the city council in its school facilities fee resolution; or

C. Modify the proposed project by including an approved mitigation plan for reduced density, phased construction, or other programs, which plan adequately mitigates the impact of the project on the need for school facilities generated by the proposed development.

15.80.030 Mitigation plan or program—Appeal authority.

Any mitigation plan or program submitted pursuant to Section 15.80.020 shall be approved by the director of community development and building department, who shall consult with the Winters Joint Unified School District in approving any such plan.

15.80.040 Permit issuance requirement.

No building permit shall be issued unless and until the applicant has submitted written documentation from the Winters Joint Unified School District that one of the methods of meeting

the requirements in Section 15.80.020 and which has been approved by the director of community development and building department, has been satisfied.

15.80.050 Credit given for school impact fee payment.

If an applicant for a building permit has previously paid a school impact fee to the Winters Joint Unified School District pursuant to a fee imposed by the District pursuant to Government Code Section 53080, the applicant for a building permit shall receive credit In the same amount toward payment of any fees paid pursuant to Section 15.80.020(B).

15.80.060 Mitigation plan defined.

The phrase "mitigation plan" as used in this chapter, shall include, but not be limited to, financing, construction, site dedication, phasing of development, reduction in density, or other methods to provide for permanent school facilities to mitigate the impact of the applicant's residential development project on the school district's facilities. "Mitigation plan" may also include participation in an assessment district or a Mello-Roos Community Facilities District.

15.80.070 Exemptions.

This chapter shall not be applicable to a building permit for replacement of an existing dwelling unit which was in existence during the immediately preceding twelve (12) month period, so long as the replacement dwelling unit does not increase the total number of dwelling units previously in existence on the same lot. It shall also not be applicable to a remodeling or addition to a dwelling unit unless such addition or remodeled unit can be separately rented or substantially increases the demands on the school facilities within the city's urban limit line. It does, however, apply to approval of an application for a parcel map, a tentative subdivision map or a lot line adjustment which increases the number of dwelling units allowed on the resulting parcels.

15.80.080 Five-year review.

If, five years after collection, any portion of a fee collected pursuant to this chapter, is unexpended or uncommitted, the city shall review the fee and the purpose for which it was charged, and make a determination and finding as to the continued need for the fee and the reasonable relationship between the fee and the purpose for which it is intended. This review and findings shall be made once each fiscal year in any year that there are unexpended or uncommitted fees, beginning with the fifth year after the effective date of the ordinance codified in this chapter.

If the appropriate finding cannot be made, the city shall refund the fees to the then current owner of record of the project on which the fee was imposed pursuant to Government Code Section 66001(d) and Section 66001(e).

15.80.090 Appeals.

The following appeal procedure shall apply to any decision regarding a fee imposed pursuant to this chapter.

A. The director is responsible for administering, collecting, crediting, adjusting, and refunding development fees. A decision by the director, regarding a fee imposed under this chapter, is appealable in accordance with this section. Any person seeking judicial review shall first seek an appeal hearing under this section.

B. Any person appealing a decision under this chapter shall file a. request with the city manager who is responsible processing the appeal. The request shall be accompanied by a deposit for the reasonable estimated administrative costs of conducting the hearing, including the city's legal fees. The appeal shall be in writing, stating the factual and legal grounds, and shall be filed within ten (10) calendar days following the decision being appealed.

C. The manager shall set the matter for hearing before the city council and notify the person appealing in writing of the time and place of the hearing.

D. The city council shall conduct the hearing, adopt findings of fact and a written decision on the matter, and shall preserve the administrative record of the proceeding. The council shall consider relevant evidence presented by the appellant and by the director.

E. The decision of the city council is final, and is not subject to reconsideration. It is reviewable by a court under Code of Civil Procedure Section 1094.5.

F. The city adopts Code of Civil Procedure Section 1094.6 for the purposes of judicial review under this section. A petition seeking review of a decision under this chapter shall be filed not later than thirty (30) days following the date on which the decision of the city council becomes final, and shall be preceded by a written protest including:

1. A statement informing the city of the factual elements of the dispute and the legal theory forming the basis for protest; and

2. A statement that the required payment is tendered under protest.

15.80.100 Automatic annual adjustment.

Each fee imposed by this chapter shall be adjusted automatically on July 1st of each year beginning on July 1, 1992, by a percentage equal to the rise in the Engineering News Record construction cost index for the preceding twelve (12) months, or, if not available, any similar reliable construction cost index.

Chapter 15.84

HISTORICAL BUILDING CODE

Sections:

15.84.010 Adoption by reference.

15.84.010 Adoption by reference.

See Section 15.04.010(J)adopting by reference the 2025 California Historical Building Code.

Chapter 15.86

EXISTING BUILDING CODE

Sections:
Section 15.86.10 Adoption by reference

15.86.010 Adoption by reference.
See Section 15.04.010(K) adopting by reference the 2025 Edition of the California Existing Building Code.

Chapter 15.88

ADMINISTRATIVE CODE

Sections:
15.88.010 Adoption by reference.

15.88.010 Adoption by reference.
See Section 15.04.010(L)adopting by reference the 2025 California Administrative Code.

Chapter 15.90

DRAINAGE IMPACT FEE

Sections:

15.90.010 Findings and purpose.
15.90.020 Definitions.
15.90.030 Drainage impact fee.
15.90.040 Administration of drainage impact fund.
15.90.050 Payment of drainage impact fee.
15.90.060 Amount of drainage impact fee.
15.90.070 Exemptions.
15.90.080 Annual fee review.
15.90.090 Inflationary adjustments.
15.90.100 Authorization of credits.
15.90.110 Amount of credits.
15.90.120 Procedure for credits.
15.90.130 Apportionment of credits.
15.90.140 Criteria for reimbursement.
15.90.150 Procedure for reimbursement.
15.90.160 Credit and reimbursement agreements.
15.90.170 Refund.

15.90.010 Findings and purpose.

A. On May 19, 1992, the city council of the city of Winters approved and adopted its general plan (the "general plan") identifying proposed growth within the city limits and further identifying the impacts of said growth upon health, safety and public facilities within the city including the impacts on flooding and the city's drainage system.

B. City of Winters General Plan, Land Use Policy No. 1.A.9, states that, "No new development may occur within the flood-overlay area shown in Figure II-1 until a feasibility and design study for a comprehensive solution to the 100-year flooding problem has been completed and a fee schedule has been established or financing program adopted which includes all affected and contributing properties for financing the comprehensive flood control solution." Further, General Plan, Health and Safety Policy VII.B.4, states that, "To mitigate flooding impacts associated with Moody and Chickahominy Sloughs, the city shall require property owners who are affected by or contributing to such flooding to participate in the development and implementation of a comprehensive solution to the flooding problem in proportion to their relative contribution to the flooding problem or benefit from the program adopted."

C. General Plan, Public Facilities and Services Element Goal IV.D, states that it is the city's goal, "To maintain an adequate level of service in the City's storm drainage system to accommodate runoff from existing and future development and to prevent property damage due to flooding." General Plan, Health and Safety Element Goal VII.B, states that it is the city's goal, "To prevent loss of life, injury and property damage due to flooding."

D. The city of Winters commissioned the engineering firm of Wood Rodgers, Inc., to prepare the Moody Slough Sub-basin and Putah Creek/Dry Creek Sub-basins Drainage Reports, dated September 9, 2009. These reports identify a comprehensive flood solution, including the storm drainage facility requirements and estimated costs of the facilities needed to serve new development within the flood overlay area. The Draft Storm Drainage Costs Allocation Report, prepared by Wood Rodgers, Inc., and dated September 9, 2009, contains a cost allocation of the needed facilities within the various zones of the flood overlay area, through build-out of the city's general plan. These reports are collectively referred to as the "Wood Rodgers Reports."

E. In order to further determine the need for drainage facilities created by new development and to spread the cost of such facilities among those who create the need or benefit from such facilities, the city commissioned the firm of Economic and Planning Systems, Inc., to prepare the Flood Area Storm Drainage Development Impact Fee Nexus Study, dated November 4, 2005. This study, utilizing information contained in the Wood Rodgers Reports, calculated the fees for the various zones within the flood overlay zone needed to fund the requisite facilities.

F. Analysis of the land uses expected at buildout of the city pursuant to the general plan makes it possible to estimate the level of residential, commercial, industrial and other development. It is therefore possible to arrive at a fee which equitably spreads the burden of financing drainage facilities to those who create the need for, or benefit from, such facilities. It is the intent of this chapter to create such a fee. The purpose of this chapter is to implement the requirements of the general plan and, under the authority of Article XI, Section 7, of the California Constitution, and consistent with the provisions of the Mitigation Fee Act (California Government Code Section 66000 et seq.), to establish the appropriate method of ensuring that sufficient funding for drainage facilities is available to serve residential, industrial, commercial and other growth in the flood overlay area of the city. The flood overlay area as shown in Figure II-1 of the general plan is referred to in this chapter as the "flood area."

G. The failure to impose the conditions and regulations of this chapter relating to payment of the fee on final maps or building permits would jeopardize residents of the community, in that it would permit construction and development to proceed without adequate drainage facilities or means of financing such facilities.

H. The cost estimates set forth in the Flood Area Storm Drainage Development Impact Fee Nexus Study ("nexus study") are reasonable cost estimates for constructing the drainage facilities specified therein, and the fees which may be generated by new development will not exceed the total of these construction costs made necessary by such new development. The fees established by this chapter have been calculated in the manner called for in the nexus study in order that the cost of needed facilities is borne by the type of development causing the need.

I. Based upon all evidence and testimony presented, including the Wood Rodgers Reports and the nexus study, the city council hereby finds that there is a clear and demonstrated relationship between the use of the fees provided for herein, namely the construction of drainage facilities, and the types of projects upon which the fees are to be imposed. Development will generate a need for additional drainage infrastructure as described in the nexus study.

J. Based upon all evidence and testimony presented, including the Wood Rodgers Reports and the nexus study, the city council hereby finds that there is a reasonable relationship between the need for drainage facilities, and the type of development projects upon which the fee is to be imposed, namely new residential, industrial and commercial construction. From careful consideration of the matter, the city council finds that (1) new development will adversely impact the drainage within the flood area, (2) will create a need for additional drainage facilities, and (3) the construction of drainage facilities, as set forth in the Wood Rodgers Reports and the nexus study are appropriate to serve such new development in light of these impacts.

K. Based upon all evidence and testimony presented, including the nexus study, the city council finds that there is a reasonable relationship between the amount of the fees as provided for in this chapter and the cost of drainage facilities, made necessary by new development. Further, the city council finds that the manner in which the fee is allocated upon new development is fair and does not exceed the cost of providing drainage facilities for new development.

L. The establishment of this drainage impact fee is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) and 15273, in that there is no possibility that the establishment of this fee may have a significant effect on the environment, and further because the purpose of establishing this fee is to assist the city in maintaining services within its jurisdictional boundaries. This exemption is specifically based upon the following facts:

1. The environmental impacts of the facilities described in the nexus study, including cumulative and growth-inducing impacts, have been identified in the Final Environmental Impact Report (the "EIR") prepared for the 1992 General Plan and certified by the city council in Resolution No. 1992-13.

2. The establishment of this fee will not create a need for additional drainage facilities.

3. Prior to action on site-specific new development or drainage infrastructure, subsequent environmental review will be undertaken as necessary pursuant to the California Environmental Quality Act.

4. The establishment of this fee does not commit the city to any definite course of action and does not dictate how funds will be spent, or in any way narrow the field of options and alternatives available to the city.

M. The fee established by this chapter is in addition to any other fees or charges or taxes required by law or city code or as a condition of development.

15.90.020 Definitions.

The following words are defined for purposes of this chapter as follows:

A. "Building permit" means the permit issued or required by the city for the construction of any structure pursuant to Title 15.

B. "Director" means the public works director.

C. "Facilities" means the drainage improvements or infrastructure generally identified in the Wood Rodgers Reports and the nexus study, and more specifically determined from time to time by the city council.

D. "Fee" or "drainage impact fee" means the fee(s) established by this chapter.

E. "General plan" refers to the city of Winters general plan adopted by the Winters city council in 1992, including all subsequent updates and amendments.

15.90.030 Drainage impact fee.

There is hereby established a drainage impact fee which shall be imposed on all new development that will be served by the new facilities. This fee shall be imposed on all development within the city, unless such property is otherwise exempt as provided for in Section 15.90.070. The fee established by this chapter is in addition to any other fees or charges or taxes that are required by law or city code as a condition of development.

15.90.040 Administration of drainage impact fund.

A. The director of financial management is directed to establish a special fund entitled the drainage facilities fund. All fees collected pursuant to this chapter shall be deposited in this fund and shall be expended solely to:

1. Pay for the construction of the facilities, or to reimburse the city for facilities constructed by the city with funds advanced by the city from other resources; or

2. Reimburse developers who have been required or permitted to install facilities which are oversized with supplemental size, length or capacity.

B. The city council, as part of the annual budget and capital improvements programming process shall, each year, identify the facilities anticipated to be funded in whole or in part with the drainage impact fees collected, and appropriate funds accordingly.

15.90.050 Payment of drainage impact fee.

Except as otherwise provided by this chapter the fee imposed pursuant to this chapter shall be paid prior to the approval of a final map, unless no final map is required for the development, in which case the fee shall be paid at or prior to the issuance of any building permit for development subject to this chapter.

15.90.060 Amount of drainage impact fee.

A. The amount of the drainage impact fee hereby established shall be set by resolution adopted by the city council, which may be amended from time to time, as the city council deems necessary and appropriate. The resolution setting the amount of the fee shall list the types of development subject to the fee (i.e., residential, commercial, industrial); identify the eight different drainage zones within the city; and set the fee for each type of development within the various zones of the flood area on a per acre basis, in accordance with the nexus study.

B. If the proposed development covers fifty (50) percent or more of a parcel, then the fee shall be computed based upon the gross acreage of the parcel. If the proposed development covers less than fifty (50) percent of a parcel, then the fee shall be computed based only upon the covered area

of the parcel; however, at such time as development progresses to the point where it covers fifty (50) percent or more of the parcel, then the balance of the fee shall be due for the remainder of the parcel. The balance of the fee shall be computed by figuring the total fee based upon the gross acreage of the parcel and subtracting the portion of the fee already paid to the city.

C. For the purposes of this section, the term "covers" shall include the horizontal area of buildings, structures, roads, parking areas, any impervious surfaces, residential yards (front, side and rear) and landscaped areas.

15.90.070 Exemptions.

A. No fee shall be charged for the following types of development:

1. Development under construction for which a valid building permit is in force upon the effective date of the ordinance codified in this chapter unless such building permit contains an express condition requiring the payment of this fee.

2. Development within a subdivision subject to a development agreement entered into between the developer and the city under Government Code Section 65864 et seq., which agreement is in full force and effect and expressly prohibits the imposition of additional fees pertaining to drainage facilities, unless amended.

3. Development within a subdivision subject to a vested tentative subdivision map under Government Code Section 66498 which prohibits the imposition of the fee imposed by this chapter.

4. Existing development, including additions or modifications to existing residential buildings.

5. Public and quasi-public development, other than the development of schools.

6. Development outside the boundaries of the flood area.

B. Additions to existing commercial or industrial buildings or structures shall be subject to the fee established by this chapter.

15.90.080 Annual fee review.

A. In accordance with Government Code Section 66006, within one hundred eighty (180) days after the last day of each fiscal year, the city shall make available to the public the following information for the fiscal year:

1. A brief description of the type of fee in the account or fund;

2. The amount of the fee;

3. The beginning and ending balance of the account or fund;

4. The amount of fees collected and the interest earned;

5. An identification of each facility on which the fees were expended and the amount of the expenditures on each improvement, including a total percentage of the costs of the facility that was funded with fees;

6. An identification of the approximate date by which the construction of the facility will commence if the city determines that sufficient funds have been collected to complete financing on an incomplete facility;

7. A description of each interfund transfer or loan made from the account or fund, including the facility on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan;

8. The amount of refunds made pursuant to Government Code Section 66001(e) and any allocations pursuant to Government Code Section 66001(f);

9. Other such data, analysis or recommendations that the city manager may deem appropriate or as requested by the city council.

B. The city council shall review the above information at the next regularly scheduled public meeting not less than fifteen (15) days after this information is made available to the public. Notice of the time and place of the meeting, including the address where the above information may be reviewed, shall be mailed, at least fifteen (15) days prior to the meeting, to any interested party who files a written request with the city for mailed notice of the meeting.

C. The city council shall also, at the same noticed public meeting, by resolution, update any of the above information, including the identified facilities to be constructed with drainage impact fees.

15.90.090 Inflationary adjustments.

The fee established by this chapter shall automatically be adjusted on July 1st of each year by a percentage equal to the average of the change in the San Francisco Consumer Cost Index ("CCI") and the change in the twenty (20) city CCI as reported in the Engineering News Record for the twelve (12) month period ending in March of the current year. The determination shall be reported in writing to the city council by the director on or about June 30th of each year or as soon as the information is available.

15.90.100 Authorization of credits.

Whenever a person constructs and/or finances the construction of facilities authorized by this chapter, in accordance with improvement plans approved by the director, then such person may be entitled to a credit against fees, subject to the provisions of this chapter.

15.90.110 Amount of credits.

Unless otherwise set forth in this chapter, the amount of credits authorized for the construction of a facility shall be determined by the director based on recent competitive bids, but shall not exceed the actual cost of construction or the total cost estimate (as adjusted for inflation) for the facility in the nexus study, whichever is less.

15.90.120 Procedure for credits.

A. Any person desiring and eligible for credits for the construction of facilities shall execute an agreement with the city authorizing credits. Agreements for credits in an amount of twenty thousand dollars ($20,000.00) or greater must be approved by the city council. Agreements for credits in an amount less than twenty thousand dollars ($20,000.00) may be approved by the city manager or his/her designee.

B. Tentative credits may, if authorized in a credit agreement, be allocated prior to the acceptance of facilities, so that they may be subtracted from fees at the time fees are paid. Credits shall be adjusted as necessary at the time the facilities are accepted by the city. The person receiving tentative credits shall agree that if the facilities are not accepted by the city, all tentative credits allocated shall be reimbursed to the city within sixty (60) days of notice of non-acceptance of the facilities. The person receiving tentative credits shall further agree that if tentative credits allocated exceed the final credits, the excess amount shall be reimbursed to the city within sixty (60) days of notice of such amount.

15.90.130 Apportionment of credits.

A. Except as set forth in this section, credits shall only be applied against fees due as a result of development for which the construction of facilities was required or authorized, and in the case of residential development, credits shall be equally apportioned to all lots within the subdivision. Credit agreements may not be assigned without the consent of the city council.

B. Credits may only be apportioned to parcels not within the subdivision if within ninety (90) days from the date that credits are authorized the director determines:

1. The parcel or parcels on which credit is sought are contiguous holdings of an individual or firm at the time construction of facilities is begun;

2. Only credits in excess of the amount of the fees which would have been due on such subdivision or parcel and each subsequent unit thereof within such contiguous holding may be apportioned to other contiguous parcels;

3. The parcel or parcels to which such credits are to be apportioned must be served by the facilities for which credits are authorized;

4. An agreement has been executed between the owner of the contiguous parcels and the city establishing the amount to be credited to each parcel prior to improvement plan approval for the initial parcel.

C. When credits are apportioned, the credit amounts shall be based on the rates in effect on the date improvement plans are approved for the parcel to which credits have been apportioned.

15.90.140 Criteria for reimbursement.

Except where specifically excluded, whenever credits are authorized for the construction of facilities pursuant to this chapter, and the credit amount exceeds the amount of the fees due pursuant to this chapter, the city shall reimburse the person entitled to such credits in accordance with the provisions of this chapter.

15.90.150 Procedure for reimbursement.

Excess credits shall only be reimbursed pursuant to the terms of a reimbursement agreement executed by the city and the person entitled to such credits.

15.90.160 Credit and reimbursement agreements.

A. The credit and/or reimbursement agreement shall include the following terms and conditions:

1. The amount of credits to be applied or excess credits to be reimbursed;

2. The estimated schedule for reimbursement of excess credits, taking into account other outstanding reimbursement agreements, a projection of estimated fees to be paid to the city, and the estimated timing for receipt of such fees. Such schedule shall not exceed five years from the date of acceptance of the facilities by the city, unless funds are not available, as determined by the city manager. If funds are not available when reimbursement is due, payment shall be postponed to the following year;

3. A provision stating that, the estimated schedule for reimbursement notwithstanding, reimbursements shall be prioritized based upon the date of the reimbursement agreement, and when funds are available, each reimbursement shall be paid in full in order of priority;

4. Except as otherwise provided herein, reimbursements shall be paid semi-annually in January and June of each year, based upon available funds;

5. Reimbursement of excess credits of ten thousand dollars ($10,000.00) or less shall be made within sixty (60) days of the acceptance of the facilities by the city;

6. Reimbursement for facilities shall be made exclusively from the drainage facilities fund. City's obligation to developer is expressly conditioned and contingent upon the availability of monies within said funds, as determined by the city council. Developer shall have no claim against any other source of city revenue, including, but not limited to, general fund moneys. The credit or taxing power of the city is not pledged for the payment of any obligations arising from this agreement;

7. Interest on the unpaid balance of excess credits shall be paid annually in December at the net city treasury pool rate for the prior fiscal year. Interest shall not begin to accrue, however, until one hundred eighty (180) days after the facilities are accepted by the city;

8. The agreement may only be assigned by a written amendment to the agreement executed by the city manager, the assignor(s) and the assignee(s);

9. Notwithstanding any provisions to the contrary, excess credit shall not be reimbursed unless and until the facilities are accepted by the city;

10. Other terms as deemed necessary or appropriate by the city attorney to protect the legal interests of the city.

B. Except as authorized by this section, credit and/or reimbursement agreements must be approved by the city council. If the city council has previously approved a credit agreement with a party, the city manager may approve a reimbursement agreement with the same party if the amount of the reimbursement does not vary from the amount of the credit agreement by more than ten (10) percent. Credit and/or reimbursement agreements for amounts less than twenty thousand dollars ($20,000.00) may be approved by the city manager or his/her designee.

15.90.170 Refund.

A. If five years after collection any portion of a fee collected pursuant to this chapter is unexpended or uncommitted, the city shall review the fee and the purpose for which it was charged, and make a determination and finding as to the continued need for the fee and the reasonable relationship between the fee and the purpose for which it is intended. This review and findings shall be made once each fiscal year in any year that there are unexpended or uncommitted fees, beginning with the fifth year after the effective date of the ordinance codified in this chapter.

B. If the appropriate finding cannot be made, the city shall cause the fees to be refunded to the then current owner of record of the project on which the fee was imposed pursuant to Government Code Sections 66001(d) and 66001(e).

Chapter 15.92

ENERGY CODE

Sections:

15.92.010 Adoption by reference.

15.92.010 Adoption by reference.

See Section 15.04.010(M) adopting by reference the 2025 California Energy Code.

Chapter 15.96

REFERENCED STANDARDS CODE

Sections:

15.96.010 Adoption by reference.

15.96.010 Adoption by reference.

See Section 15.04.010(N) adopting by reference the2025 California Referenced Standards Code