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
March 17, 2026
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: 894 1787 5076

Passcode: 889851

https://us02web.zoom.us/j/89417875076?pwd=f1YIhOJNbiZbZbHXWQbYqI7sNh3S8w.1

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. Rotary Club Presentation Survival Swimming Grant
B. Presentation of Winters Police Department 2025 Officer of the Year

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

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

A. Resolution Authorizing City Manager to Execute an On-call Agreement for Water-Sewer Technical Review Services with Woodard & Curran
Staff Report - Woodard & Curran On-call Agreement.docx
Attachment 1 - Resolution 2026-20 Woodard & Curran Agreement.docx
Attachment 2 - Woodard & Curran Agreement.pdf
B. Easement for PG&E on the Wastewater Treatment Plant North Field (APN 030-210-014)
Staff Report - PGE Easement.doc
Attachment 1 - Resolution 2026-19 PGE Easement.docx
C. Warrant Register and Payment of Claims for the Month Ending January 31, 2026
Staff Report - Warrant Register Reports for January 2026.docx
Attachment 1 - Affidavit of Administrative Services Director.pdf
Attachment 2 - A/P Registers.pdf
Attachment 3 - Payroll Registers.pdf
D. Approve Amendment No. 3 with Kennedy/Jenks Consultants Professional Services Agreement for Chromium 6 Compliance Services for $104,054.
Staff Report - Kennedy Jenks PSA Amendment.docx
Attachment 1 - Resolution 2026-18 Kennedy Jenks PSA Amendment.docx

Attachment 2 - Kennedy Jenks Professional Agreement.pdf

E. Task Order #26-01 for the On-call Transportation Engineering Services Contract with Fehr & Peers, not to exceed the amount of $27,000
Staff Report - Fehr & Peers On-call Contract.docx
Attachment 1 - Resolution 2026-09 Fehr & Peers On-Call Contract.docx
Attachment 2 - Task Order 26-01.pdf

F. Authorized Representative Resolution related to State Water Resources Control Board Financing for Hexavalent Chromium Implementation Plan
Staff Report - State Water Resources Financial Application .docx
Attachment 1 - Resolution 2026-17 State Water Resources Control Board Financing .docx

G. Minutes of the Regular City Council Meeting March 3, 2026
City Council Minutes for March 3, 2026 Meeting.docx

H. Affordable Housing Steering Committee Appointment

Staff Report - Affordable Housing Steering Committee Appointment.doc

4. PUBLIC HEARINGS

A. Public Hearing and Adoption of Ordinance 2026-02 Establishing the Winters Downtown Entertainment Zone (Social District) and Approval of Management Plan
Staff Report - Winters Downtown Entertainment District.doc
Attachment 1 - Entertainment Zone Ordinance
Attachment 2 - Management Plan
Attachment 3 - District Map

B. Second reading and Adoption of Ordinance 2026-01 amending Chapter 8.12 of the Winters Municipal Code relating to Weed Abatement

Staff Report - Weed Abatement.docx
Attachment 1 - Proposed Ordinance 2026-01 Weed Abatement Amending Chapter 8.12 Code Rewrite.docx
Attachment 2 - Weed Abatement Information.pdf
Attachment 2, Exhibit A - Weed Abatement Information (Spanish).pdf

5. DISCUSSION

A. Senior Center Site Selection and Authorization to Submit CDBG Grant Application

Staff Report - Senior Center Site Selection and Grant Authorization.docx
Attachment 1 - Public Notice.docx
Attachment 2 - Resolution 2026-16 CDBG Funding.docx
Attachment 3 - Senior Center Plan East Baker Street.pdf
Attachment 4 - Senior Center Plan Community Center Addition.pdf
Attachment 5 - Maps of Project Areas.docx

B. Consideration of a fee waiver for infrastructure construction

Staff Report - Fee waiver for Infrastructure Construction.doc

6. CITY MANAGER'S REPORT

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

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the regular meeting of the Winters City Council was posted on the public bulletin board at City Hall, 318 First Street and posted to the City of Winters website at cityofwinters.org.

Zorina Treat, Deputy City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: March 17, 2026

THROUGH: Jeremy Craig, City Manager

FROM: Alan Mitchell, P.E., Contract City Engineer

SUBJECT: Resolution Authorizing City Manager to Execute an On-call Agreement for Water-Sewer Technical Review Services with Woodard & Curran

RECOMMENDATION:
Staff recommends the City Council approve Resolution 2026-20, authorizing the City Manager to execute an On-call Agreement for Water-Sewer Technical Review Services with Woodard & Curran (W&C).

BACKGROUND:
The City's General Plan requires that project level engineering studies such as traffic impact studies, water, storm drainage, and wastewater be performed to confirm existing conditions and to identify infrastructure improvements required to maintain the City's Level of Service (LOS) thresholds and engineering standards for infrastructure for General Plan developments.

The city previously had an On-Call Agreement with W&C, which was approved on January 21, 2020. They have been the city's master planning consultant for water and sewer collection and recently presented an update to the water master plan – groundwater sustainability, overall condition and capacity of the well system, and a drought risk assessment and water shortage contingency plan.

Staff continue to receive requests from developers for information pertaining to the Master Plans and water and sewer infrastructure needs as they relate to their specific developments. Also, capacity analysis and technical support are needed as the city moves forward with Chromium 6 (Cr6) implementation plan.

DISCUSSION:
Staff requests to continue the working relationship with W&C for technical review and analysis of the city's water and sewer collection systems. The Agreement has been updated to comply with current standards, and the City Attorney has reviewed and approved the updated version, which is included as an Attachment.

Staff will utilize W&C where staff determines it is appropriate and prudent. The immediate need is for them to update the City's hydraulic model to incorporate Cr6 phase 1 improvements being implemented, support the city in identifying alternative sources for water supply, and provide an analysis and review of future development, including Winters 183 Specific Plan.

The term of the Contract is three (3) years with allowance for a two (2) year extension. As new projects come to the City, W&C will be asked to provide a detailed scope and fee for their review, and a Task Order will be prepared for approval by the city manager. If the fee exceeds the city manager's authority, then the Task Order will be brought to council.

FISCAL IMPACT:
The costs associated with the Contract will be funded with project-specific funds. For private development, the developer's fees cover the cost of analysis and review.

ATTACHMENTS:
1. Exhibit A - Resolution No. 2026-20
2. Exhibit B – W&C Contract

EXHIBIT A

RESOLUTION NO. 2026-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ON-CALL AGREEMENT FOR WATER-SEWER TECHNICAL REVIEW SERVICES WITH WOODARD & CURRAN

WHEREAS the City's General Plan requires that project level engineering studies for water and wastewater be performed to confirm existing capacity and to identify infrastructure improvements required; and

WHEREAS in 2020, the City executed a contract with Woodard & Curran (W&C) for on-call water and sewer technical review services; and

WHEREAS over the term of the Agreement, W&C provided analysis for development projects, including Walnut 10 and Farmstead, prepared technical reports for groundwater sustainability, overall condition and capacity of the well system, a drought risk assessment, and water shortage contingency plan, and they maintain the city's water and sewer collection models; and

WHEREAS city staff desire to continue the working relationship with W&C under a new On-Call Services Agreement; and

WHEREAS the Agreement has been updated to comply with current standards, and the City Attorney has reviewed and approved the updated version; and

WHEREAS, as new projects are assigned to W&C, they will be asked to provide a detailed scope and fee, and a Task Order will be prepared for approval by the city manager or council.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Winters authorizes the City Manager to execute a contract with Woodard & Curran (W&C) for on-call water and sewer technical review services.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 17th day of March 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
ATTEST:

_____
Albert Vallecillo, Mayor

Jeremy Craig, City Clerk

CITY OF WINTERS
ON-CALL WATER-SEWER TECHNICAL REVIEW SERVICES AGREEMENT

This Agreement is made and entered into as of 17th day of March, 2026 ("Effective Date") by and between the City of Winters, a public agency organized and operating under the laws of the State of California with its principal place of business at 318 First Street, Winters, CA 95694 ("City"), and Woodard & Curran, Inc., a California Corporation with an office located at 801 T Street, Sacramento, CA 95811 (hereinafter referred to as "Consultant" or "Designer"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for on-call water and sewer systems engineering and consulting services for various projects. The Scope of Services Consultant may provide from time to time are generally described in Exhibit "A" (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.

In compliance with all terms and conditions of this Agreement, Consultant may be requested to perform the professional services set forth in the Scope of Services generally described in Exhibit "A," which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). Consultant desires to perform and assume responsibility for the provision of certain water and sewer system engineering and consulting services required by City on an on-call basis and the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the City and Consultant ("Task Order"). Consultant represents that it is experienced in providing water and sewer system engineering and consulting services to public clients, is licensed in the State of California, and is reasonably familiar with the plans of City. Consultant will perform the Services and shall not subcontract any portion of the Work or Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2. Project.

City desires to engage Consultant to render water and sewer system engineering and consulting services as set forth in this Agreement on an on-call, as-needed basis. Services shall additionally be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a "Project" under this

Agreement). Consultant, in performing the Services, promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services and advice necessary for the Project. The Services to be provided are generally described in Exhibit "A" and shall be more particularly described in the individual Task Orders issued by the City. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3. Compensation.

a. Subject to paragraph 3(b) below, the City shall pay for such Services in accordance with the Schedule of Charges set forth in Exhibit "C" and in accordance with an applicable Task Order.

b. In no event shall the total amount paid for Services rendered by Consultant under this Agreement exceed the sum of Two-Hundred-Thousand Dollars ($200,000). This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Consultant will invoice City on a monthly cycle for services performed in the previous month. Periodic payments shall be made within 30 days of receipt of Consultant's monthly invoice which includes a reasonably detailed description of the Work performed during the previous month and a detailed progress report that indicates the amount of budget spent on each task. Payments to Consultant for Work performed will be made on a monthly billing basis. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

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. Three Year term.

The term of this Agreement shall be from the Effective Date to three years after the Effective Date, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement up to two additional hyears, if necessary to complete the Project. Consultant shall perform its Services in a prompt and timely manner within the term of this Agreement and an applicable Task Order and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). 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 use reasonable care to comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government that are then in effect at the time of Consultant's performance of its Services under this Agreement, including Cal/OSHA requirements.

b. If required by applicable law, Consultant shall assist the City, as reasonably requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies that are typically and customarily obtained and maintained by consultants providing similar services to that of Consultant under this Agreement or an applicable Task Order.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled negligently caused by the Consultant's Services or operations performed under this Agreement.

8. Standard of Care

Consultant's Services will be performed in accordance with the professional skill, care, and diligence ordinarily exercised by professionals performing similar services in the same or similar locale and under the same or similar circumstances to that of Consultant under this Agreement or an applicable Task Order. Consultant will perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

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 reasonably 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 applicable 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 reasonably 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 pursuant to standard ISO policy form CG 00 01 language
(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 and 20 37, or endorsements providing substantially similar coverage with prior notice given and coverage agreed to by City.

(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 reasonably 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 written on a policy form covering negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must include professional services performed under this Agreement.

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 except with respect to commercial liability.

(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 claims-made 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 to the extent

of a loss covered by insurance 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 transacting 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 may cancel this Agreement.

(iii) The City may require the Consultant to provide redacted 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 reasonably 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 and except for professional liability claims), indemnify and hold the City, its officials, officers, and employees 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, (collectively, "Claims") 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, and employees. Notwithstanding the same, to the extent a claim arises from the provision of professional services by the Consultant, Consultant shall indemnify City for claims caused by the Consultant's negligence performance of services.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design 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 to the extent they 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.

c. To the extent 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 Consultant's professional liability insurance policy), then, and only to that extent, Consultant's indemnification obligation shall be limited to Claims to the extent they 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.

c. Consultant is considered a "design professional" as defined in Civil Code section 2782.8.

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. City Material Requirements. Consultant is hereby made aware of the City's requirements regarding materials, as set forth in the **Improvement Standards & Drawings/ Construction Specifications** which are deemed to be a part of this Agreement.

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 for the Services rendered 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 in accordance with this Agreement and an applicable Task Order. 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.

a. Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Designer or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Designer shall provide to City copies of all Project Documents required by City. In addition, Designer shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Designer shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents. Notwithstanding any other provision to the contrary, Designer will retain all right, title and interest, including without limitation all intellectual property rights in and to (a) Designer's designs, tools, methodologies, programs, proprietary software, software frameworks, source code, specifications; and (b) third-party works or products that Designer has acquired the rights to use or derivative works or modifications to the same.

b. Right to Use. Designer grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Designer, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time.

(c) The construction of another project by or on behalf of the City for its ownership and use.

City is not bound by this Agreement to employ the services of Designer in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Designer or third parties with

respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Designer as it pertains to the Project and consistent with this Agreement.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Designer shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Designer's seal from the Project Documents and hold harmless Designer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

c. License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse all Project Documents and any intellectual property rights therein. Designer shall require all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the Work of such subcontractors or consultants performed pursuant to this Agreement.

d. Right to License. Designer represents and warrants that Designer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Designer prepares or causes to be prepared pursuant to this Agreement. Designer shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Designer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Designer and provided to Designer by City.

19. Organization

Consultant shall assign Chris van Lienden as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

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 318 First Street Winters, CA 95684 Attn: City Manager	Woodard & Curran 801 T Street Sacramento, CA 95811 Attn: Water Resources

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.

31. Neither party shall be responsible or liable to the other for special, indirect, or consequential damages.

32. The total aggregate liability of the Consultant to City for any and all claims whatsoever arising out of this Agreement shall not One Million Dollars ($1,000,000.00).

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR ON-CALL WATER-SEWER TECHNICAL REVIEW SERVICES AGREEMENT

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

CITY OF WINTERS

By: _____
Jeremy Craig
City Manager

WOODARD & CURRAN, INC.

By: _____
Leslie Dumas
Senior Principal

ATTEST:

By: _____
Zorina Treat, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

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EXHIBIT A

Scope of Services

ON-CALL WATER-SEWER TECHNICAL REVIEW SERVICES

- Water-Sewer Work Scope Review: Woodard & Curran will review the work scope for Water-Sewer Study documents, including proposed methodology and key assumptions, and provide comments to City staff.

- Review Draft Water-Sewer Studies: Woodard & Curran will review Draft Water-Sewer Study documents, as requested by City staff, including attached technical calculation sheets. Woodard & Curran will review preliminary comments by City staff and prepare a compilation of comments.

- Review Final Water-Sewer Studies/Provide Input on Project Conditions: Woodard & Curran will review the Draft Final Water-Sewer Study and Final Water-Sewer Study, including any revised technical calculation sheets, to determine if the comments provided on Draft Water-Sewer Study documents were adequately responded to. Woodard & Curran will also provide a description of recommended water-sewer-related conditions of approval. Comments on the Final Water-Sewer Study, as well as recommended water-sewer-related conditions, will be documented in a technical memorandum.

- Prepare Water-Sewer Analysis: Woodard & Curran will prepare focused water-sewer analysis, as requested by City staff, to address issues raised by City Council members, Planning Commission members, City staff, project applicants, and/or members of the public.

- Update Master Planning Documents: Woodard & Curran will update focused water-sewer master plans and technical analysis related to demand, regulatory compliance, or sustainability, as requested by City staff.

- Respond to Developer Request: Woodard & Curran will provide on-call assistance to address questions from developers relative to the City of Winters water-Sewer Master Plans.

- Attend Meetings: Woodard & Curran will attend meetings and public hearings on a time-and-materials basis, as requested by City staff.

EXHIBIT B

SAMPLE TASK ORDER FORM

CITY OF WINTERS

TASK ORDER

Task Order No. _____

Agreement: **ON-CALL WATER-SEWER TECHNICAL REVIEW SERVICES AGREEMENT**

Consultant: **WOODARD & CURRAN**

The Consultant is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

List any attachments: [INSERT ATTACHMENTS, IF ANY]

Dollar Amount of Task Order: Not to exceed $

Completion Date: _____**,** 20___

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF WINTERS

Dated: _____ Dated: _____

By: _____ By: _____

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Exhibit C
Schedule of Charges

Rate Schedule

Public 2026

STAFF TYPE	HOURLY RATE
Administrative	$150
Drafter / Project Assistant / Technician 1	$160
Designer 1 / Geologist 1 / GIS Analyst 1 / Planner 1 / Scientist 1 / Technician 2	$165
Graphic Artist / Project Specialist	$170
Designer 2 / Geologist 2 / GIS Analyst 2 / Scientist 2 / Specifications Manager	$190
Graphics Manager / Senior Project Assistant	$200
Engineer 1 / Planner 2 / Technical Specialist 1 / Technician 3	$225
Contract Document Specialist / Geologist 3 / GIS Analyst 3 / Scientist 3	$235
Designer 3 / Engineer 2 / Plant Manager / Procurement Specialist / Programmer 1 / Project Geologist 1 / Project Scientist 1 / Technical Specialist 2	$250
Engineer 3 / GIS Solutions Analyst / Planner 3 / Programmer 2 / Technical Specialist 3	$270
Programmer 3 / Project Geologist 2 / Project Scientist 2 / Project Tech Specialist 1 / Senior Designer	$280
Project Electrical Engineer 1 / Project Engineer 1 / Project Planner 1	$300
Project Engineer 2 / Project Planner 2 / Project Tech Specialist 2 / Senior Project Geologist / Senior Project Scientist / Senior Resident Project Representative	$315
Senior Cost Estimator / Senior Planner	$320
GIS Manager / Project Manager 1 / Technical Manager 1	$330
Construction Manager / Program Manager / Project Manager 2 / Technical Manager 2	$350
Senior Consultant / Senior Project Manager / Senior Technical Manager	$370
Senior Delivery Leader / Senior Program Leader / Senior Technical Leader	$375
Principal in Charge / Senior Technical Consultant	$380
National Technical Leader / Senior Practice Leader	$385

EXPENSES	
Travel	$0.70 / mile
Other Direct Costs	At Cost Plus 15%
Subconsultants/Subcontractors	At Cost Plus 15%

NOTES

Mileage rate will change as the federal allowable rate is modified.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: March 17, 2026

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

THROUGH: Jeremy Craig, City Manager

SUBJECT: Resolution 2026-19 Adopt Resolution approving an easement for PG&E on the Wastewater Treatment Plant North Spray Field (APN 030-210-014)

RECOMMENDATION:
Adopt Resolution 2026-19 approving an easement for PG&E on the Wastewater Treatment Plant North Spray Field (030-210-0114).

BACKGROUND:
The Wastewater Treatment Plant North Spray field land parcel 030-210-014 was conveyed by Barbara Thomas, to the City of Winters by deed dated October 10, 1979, and recorded on December 12-1979 in book 1401 at page 375 in the Yolo County Records.

The need for this property was to ensure the City would have future capacity for the wastewater increase. On the south end of the property there is an access road with PG&E owned power poles with overhead electrical conductors, wires, cables, transformers, insulators, underground and above ground wires, rods, and associated equipment.

PG&E will need access from time to time to this location for the maintenance including trimming trees, brush and inspections along both sides of the easement.

DISCUSSION:
Staff recommends council adopt Resolution 2026-19 giving PG&E the right to this easement so they can access and maintain their equipment located on this parcel.

FISCAL IMPACT:
There is no fiscal impact

ATTACHMENTS:

1. Resolution 2026-19
2. Construction Contract

RESOLUTION NO. 2026-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AN EASEMENT FOR PG&E ON THE WASTEWATER TREATMENT PLANT NORTH SPRAY FIELD (APN 030-210-014)

RECITALS

WHEREAS, land parcel 030-210-014 was conveyed by Barbara Thomas, to the City of Winters by deed dated October 10, 1979, and recorded on December 12-1979 in book 1401 at page 375, Yolo County Records; and

WHEREAS, this parcel is used for the Wastewater Treatment Plant north spray field; and

WHEREAS, the south end of the parcel has PG&E power poles with overhead electrical conductors, wires, cables, transformers, insulators, underground and above ground wires, rods, and associated equipment; and

WHEREAS, this location will need to be maintained to PG&E standards by PG&E personnel or PG&E subcontractors; and

WHEREAS, PG&E will need access from time to time to this location for the maintenance including trimming trees and brush and inspections along both sides of the easement; and

WHEREAS, PG&E will have the right to apportion to another public utility the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom; and

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. 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 17th day of March 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

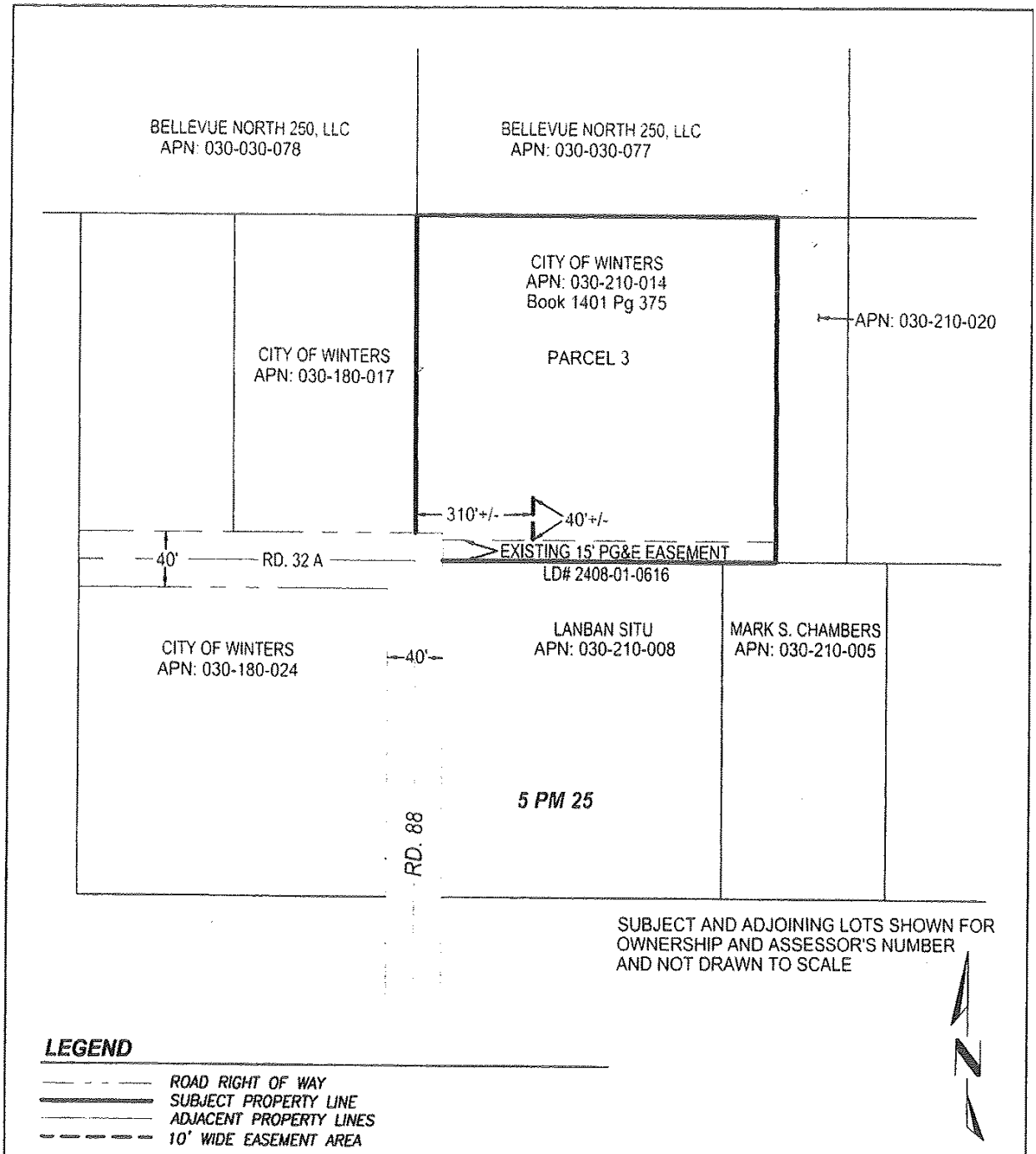
_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

EXHIBIT A

Easement Map



PROPERTY LINES ARE APPROXIMATE AND FOR REFERENCE PURPOSES ONLY.
UNLESS OTHERWISE SHOWN, ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES.

SHEET 1 OF 1

EXHIBIT "A"

CITY OF WINTERS

SECTION	TOWNSHIP	RANGE	MERIDIAN	COUNTY OF: YOLO		CITY OF: WINTERS
SW 1/4 of NW 1/4 16	8N	1W	M.D.B.M.	F.B.: N/A	DR.BY: D9W8	CH.BY: RWW0

SCALE	DATE
1"=100'	12/2/2025

PLAT MAP REFERENCES	M 12	PG&E	SACRAMENTO DIVISION	35607746 AUTHORIZE	L-8-1-16 DRAWING NO.

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	March 17, 2026
THROUGH:	Jeremy Craig, City Manager
FROM:	Shery Reyes, Senior Accountant
SUBJECT:	Payment of Claims for the month ending January 31, 2026

RECOMMENDATION:
Approve payments made in accordance with the adopted City of Winters budget.

BACKGROUND:
The Administrative Services Department is responsible for ensuring the financial obligations of the City are met in a timely and accurate manner. Accounts Payable processes payments to external vendors on a weekly basis and employee payroll is processed biweekly while any payment requiring remittance by wire transfer is paid on an as-needed basis.
Pursuant to California Government Code Section 37208, payments drawn in accordance with the City's approved budget need not be ratified by the legislative body prior to payment. The warrant registers (accounts payable and payroll) shall be presented to the legislative body for ratification and approval at the first meeting after payments have been processed. The Administrative Services Director has submitted the register(s) showing the payments processed within the timeframe above for approval by the City Council.

FISCAL IMPACT:
Total of payments processed for the reporting period: $1,312,913.60

ATTACHMENTS:
1. Affidavit of Administrative Services Director
2. A/P Registers
3. Payroll Registers

Check Register Totals for Month Ending January 31, 2026

Accounts Payable	$	890,265.82
Payroll	$	422,647.78
Grand Total	$	1,312,913.60

Prepared by:

Shery Reyes

Shery Reyes, Senior Accountant

Certified by:

Cathy Mathews, Director of Administrative Services

City of Winters
Month End Cash Disbursements Report
Prior Period Report for 01-26 BANK ACCOUNT 10100

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
01-26	064139	01/06/26	TRI01 (TRINIDAD BATAD)		(328.00)	.00	(328.00)	Ck# 064139 Reversed
	064668	01/09/26	ABA02 (ASSOCIATION OF BAY AREA GOVE		777.99	.00	777.99	Automatic Generated Check
	064669	01/09/26	ADA02 (ADAMARIS ZAMUDIO)		779.00	.00	779.00	Automatic Generated Check
	064670	01/09/26	AIR01 (AIRGAS-N.CALIF & NEVADA)		74.05	.00	74.05	Automatic Generated Check
	064671	01/09/26	ALL02 (ALL ACTION AWARDS)		14.58	.00	14.58	Automatic Generated Check
	064672	01/09/26	AMA01 (AMAZON CAPITAL SERVICES)		629.77	.00	629.77	Automatic Generated Check
	064673	01/09/26	AME13 (AMERICAN EXPRESS)		2,036.02	.00	2,036.02	Automatic Generated Check
	064674	01/09/26	AMG01 (AMG PORTABLE RESTROOMS)		2,811.94	.00	2,811.94	Automatic Generated Check
	064675	01/09/26	AMR00 (AMERICAN RIVER COLLEGE)		104.00	.00	104.00	Automatic Generated Check
	064676	01/09/26	ATK01 (ATKINSON,ANDERSON,LOYA,RUUD		4,042.50	.00	4,042.50	Automatic Generated Check
	064677	01/09/26	ATT02 (AT&T)		238.50	.00	238.50	Automatic Generated Check
	064678	01/09/26	AUS01 (VESTIS SERVICES,LLC)		471.33	.00	471.33	Automatic Generated Check
	064679	01/09/26	BAD01 (BADGER METER INC.)		3,761.10	.00	3,761.10	Automatic Generated Check
	064680	01/09/26	BAY03 (BAY ALARM COMPANY)		50.00	.00	50.00	Automatic Generated Check
	064681	01/09/26	BER02 (BERRYESSA SPORTING GOODS)		50.00	.00	50.00	Automatic Generated Check
	064682	01/09/26	BOA01 (BOARD OF STATE & COMMUNITY C		4,264.31	.00	4,264.31	Automatic Generated Check
	064683	01/09/26	BRO06 (GORDON BROWN)		203.00	.00	203.00	Automatic Generated Check
	064684	01/09/26	BSK00 (BSK ASSOCIATES)		1,571.79	.00	1,571.79	Automatic Generated Check
	064685	01/09/26	CALWF (CAL-WEST FIRE ALARM SERVICES		63.00	.00	63.00	Automatic Generated Check
	064686	01/09/26	CAS03 (CASCADE FIRE EQUIPMENT CO)		2,524.88	.00	2,524.88	Automatic Generated Check
	064687	01/09/26	CHA05 (CHABIN CONCEPTS,INC)		5,000.00	.00	5,000.00	Automatic Generated Check
	064688	01/09/26	CHE01 (SCP DISTRIBUTORS LLC)		969.79	.00	969.79	Automatic Generated Check
	064689	01/09/26	CIN03 (CINTAS CORPORATION #622)		999.84	.00	999.84	Automatic Generated Check
	064690	01/09/26	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	064691	01/09/26	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	064692	01/09/26	COM12 (COMDATA)		19,299.07	.00	19,299.07	Automatic Generated Check
	064693	01/09/26	COR01 (CORBIN WILLITS SYSTEMS)		1,252.38	.00	1,252.38	Automatic Generated Check
	064694	01/09/26	CUM03 (CUMMINS SALES AND SERVICE)		905.94	.00	905.94	Automatic Generated Check
	064695	01/09/26	CVH01 (CVH NETWORKS, LLC)		7,139.06	.00	7,139.06	Automatic Generated Check
	064696	01/09/26	DAV12 (DAVIDS ENGINEERING,INC.)		9,198.00	.00	9,198.00	Automatic Generated Check
	064697	01/09/26	DEG02 (KRISTINE DEGUERRE)		79.06	.00	79.06	Automatic Generated Check
	064698	01/09/26	DEP07 (DEPARTMENT OF JUSTICE)		591.00	.00	591.00	Automatic Generated Check
	064699	01/09/26	DEV01 (DEVELOPMENT COMPLIRNCE SOLUT		47,147.50	.00	47,147.50	Automatic Generated Check
	064700	01/09/26	DIG01 (DIGNITY HEALTH MED FDTN-SACR		690.00	.00	690.00	Automatic Generated Check
	064701	01/09/26	FAS03 (FAST & EASY WINTERS)		48.00	.00	48.00	Automatic Generated Check
	064702	01/09/26	GAL01 (GALLS,LLC)		85.22	.00	85.22	Automatic Generated Check
	064703	01/09/26	GEC01 (TOSHIBA FINANCIAL SERVICES)		3,032.38	.00	3,032.38	Automatic Generated Check
	064704	01/09/26	GOL01 (GOLD CREEK CREATIONS)		400.00	.00	400.00	Automatic Generated Check
	064705	01/09/26	GRO01 (FERGUSON WATERWORKS)		935.07	.00	935.07	Automatic Generated Check
	064706	01/09/26	HDL02 (HDL SOFTWARE,LLC)		13,326.57	.00	13,326.57	Automatic Generated Check
	064707	01/09/26	HIN01 (HINDERLITER DE LLAMAS & ASSO		1,377.87	.00	1,377.87	Automatic Generated Check
	064708	01/09/26	IMA01 (IMAGE TREND, INC.)		7,102.52	.00	7,102.52	Automatic Generated Check
	064709	01/09/26	INT03 (INTERSTATE OIL COMPANY)		5,920.43	.00	5,920.43	Automatic Generated Check
	064710	01/09/26	IWO01 (iWORQ SYSTEMS)		1,800.00	.00	1,800.00	Automatic Generated Check
	064711	01/09/26	LEG01 (LEGALSHIELD)		249.40	.00	249.40	Automatic Generated Check
	064712	01/09/26	LIF01 (LIFE-ASSIST, INC)		173.20	.00	173.20	Automatic Generated Check
	064713	01/09/26	LNCUR (LN CURTIS & SONS)		721.73	.00	721.73	Automatic Generated Check
	064714	01/09/26	LOP18 (DEBI LOPEZ)		825.00	.00	825.00	Automatic Generated Check
	064715	01/09/26	MAR25 (MARK A. CLEMENTI, PH. D)		844.00	.00	844.00	Automatic Generated Check
	064716	01/09/26	MOT02 (MOTOROLA)		10,025.15	.00	10,025.15	Automatic Generated Check
	064717	01/09/26	MRG01 (MRG,LLC)		500.00	.00	500.00	Automatic Generated Check

City of Winters
Month End Cash Disbursements Report
Prior Period Report for 01-26 BANK ACCOUNT 10100

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
01-26	064718	01/09/26	MUT01 (MUTUAL OF OMAHA)		5,714.14	.00	5,714.14	Automatic Generated Check
	064719	01/09/26	NIC08 (NICHOLAS MORGAN)		324.94	.00	324.94	Automatic Generated Check
	064720	01/09/26	NOR04 (NORTHBAY HEALTHCARE GROUP)		1,165.00	.00	1,165.00	Automatic Generated Check
	064721	01/09/26	NOR22 (NORCAL BACKFLOW SOLUTIONS IN		2,100.00	.00	2,100.00	Automatic Generated Check
	064722	01/09/26	OCC00 (OCCU-MED)		110.00	.00	110.00	Automatic Generated Check
	064723	01/09/26	OWE01 (OWEN EQUIPMENT COMPANY)		6,712.53	.00	6,712.53	Automatic Generated Check
	064724	01/09/26	PAC07 (PACIFIC ACE HARDWARE)		68.14	.00	68.14	Automatic Generated Check
	064725	01/09/26	PAC18 (PACIFIC SERVICE EMPLOYEES AS		600.00	.00	600.00	Automatic Generated Check
	064726	01/09/26	PAY01 (PAYMENTUS GROUP INC.)		2,732.80	.00	2,732.80	Automatic Generated Check
	064727	01/09/26	PGE00 (PACIFIC GAS & ELECTRIC CO)		14,299.75	.00	14,299.75	Automatic Generated Check
	064728	01/09/26	PIS01 (PISANIS AUTO PARTS)		1,203.29	.00	1,203.29	Automatic Generated Check
	064729	01/09/26	PIS02 (PISANI'S SERVICE)		1,763.33	.00	1,763.33	Automatic Generated Check
	064730	01/09/26	PIT01 (PITNEY BOWES INC)		2,134.06	.00	2,134.06	Automatic Generated Check
	064731	01/09/26	PLT01 (PLATT)		14.06	.00	14.06	Automatic Generated Check
	064732	01/09/26	PRO07 (PROFESSIONAL POOLS)		1,675.00	.00	1,675.00	Automatic Generated Check
	064733	01/09/26	PSO01 (PSOMAS)		1,212.50	.00	1,212.50	Automatic Generated Check
	064734	01/09/26	QUI01 (QUILL CORPORATION)		5,346.33	.00	5,346.33	Automatic Generated Check
	064735	01/09/26	RAM12 (RAMOS OIL INC.)		4,096.49	.00	4,096.49	Automatic Generated Check
	064736	01/09/26	SCR02 (PERMITIUM, LLC)		264.00	.00	264.00	Automatic Generated Check
	064737	01/09/26	SHR01 (STERICYCLE INC)		381.94	.00	381.94	Automatic Generated Check
	064738	01/09/26	SLO01 (SLOAN SAKAI YEUNG & WONG LLP		650.00	.00	650.00	Automatic Generated Check
	064739	01/09/26	STA03 (STATE FIRE TRAINING)		75.00	.00	75.00	Automatic Generated Check
	064740	01/09/26	SWI01 (SWITZER ENTERPRISES)		44,141.44	.00	44,141.44	Automatic Generated Check
	064741	01/09/26	TEL01 (TELSTAR INSTRUMENTS)		5,709.17	.00	5,709.17	Automatic Generated Check
	064742	01/09/26	THR01 (THRIVING PINK)		250.00	.00	250.00	Automatic Generated Check
	064743	01/09/26	TOR06 (TORCELLO APRTMENTS)		117.33	.00	117.33	Automatic Generated Check
	064744	01/09/26	TOS02 (TOSHIBA FINANCIAL SERVICES)		1,762.74	.00	1,762.74	Automatic Generated Check
	064745	01/09/26	TRU06 (TRUE BLUE SOLUTIONS, LLC DBA		1,800.00	.00	1,800.00	Automatic Generated Check
	064746	01/09/26	TYL00 (TYLER TECHNOLOGIES, INC)		55,578.75	.00	55,578.75	Automatic Generated Check
	064747	01/09/26	USA01 (USA BLUEBOOK)		597.54	.00	597.54	Automatic Generated Check
	064748	01/09/26	VER02 (VERIZON WIRELESS)		5,410.64	.00	5,410.64	Automatic Generated Check
	064749	01/09/26	VIS01 (VISION SERVICE PLAN (CA))		686.38	.00	686.38	Automatic Generated Check
	064750	01/09/26	WAV01 (WAVE BROADBAND)		4,411.45	.00	4,411.45	Automatic Generated Check
	064751	01/09/26	WIL12 (WILLDAN FINANCIAL SERVICES)		2,800.81	.00	2,800.81	Automatic Generated Check
	064752	01/09/26	WIN01 (DAVIS ENTERPRISE INC.)		812.85	.00	812.85	Automatic Generated Check
	064753	01/09/26	WIN0A (CITY OF WINTERS-UTILITIES)		3,380.61	.00	3,380.61	Automatic Generated Check
	064754	01/09/26	WIN36 (WINTERS FRIENDS OF THE LIBRA		600.00	.00	600.00	Automatic Generated Check
	064755	01/09/26	WOO01 (WOODLAND CLINIC MED GRP)		799.00	.00	799.00	Automatic Generated Check
	064756	01/09/26	WOO05 (WOOD RODGERS)		4,082.28	.00	4,082.28	Automatic Generated Check
	064757	01/09/26	YOL03 (YOLO-SOLANO AIR QUALITY)		2,920.00	.00	2,920.00	Automatic Generated Check
	064758	01/09/26	YOL0W (YOLO COUNTY INNOVATION AND T		1,123.50	.00	1,123.50	Automatic Generated Check
	064759	01/09/26	ZAC02 (ZACHARY DAVIS)		539.72	.00	539.72	Automatic Generated Check
	064760	01/09/26	\B085 (HOFTRAND, ANGELA		240.65	.00	240.65	Automatic Generated Check
	064761	01/09/26	\B086 (BURGAN, MATT		4.57	.00	4.57	Automatic Generated Check
	064762	01/09/26	\C069 (CHIANG, TERRI		272.65	.00	272.65	Automatic Generated Check
	064763	01/09/26	\K019 (KASEMAN, JEFFREY & ZELPHA		150.00	.00	150.00	Automatic Generated Check
	064764	01/09/26	\L035 (LANDRY, GREGORY & DESTINY		27.22	.00	27.22	Automatic Generated Check
	064765	01/09/26	\L036 (LUEBCKE, STEPHAN & KATHRYN		19.18	.00	19.18	Automatic Generated Check
	064766	01/09/26	\M019 (MURPHY, MARK		13.92	.00	13.92	Automatic Generated Check
	064767	01/09/26	\R002 (RIPLEY, GLENN H. & LIESE		25.79	.00	25.79	Automatic Generated Check
	064768	01/09/26	\S011 (STOCKING, DESARAE BRONSON CH		100.00	.00	100.00	Automatic Generated Check

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
01-26	064769	01/09/26	\W020 (WALLACE, CHARLES & SHERRILYN		120.00	.00	120.00	Automatic Generated Check
	064770	01/15/26	MP2 (TORTUGAS SOLAR,LLC)		15,823.24	.00	15,823.24	Automatic Generated Check
	064771	01/15/26	AFL01 (AFLAC TRADITIONAL AND DIRECT		1,587.10	.00	1,587.10	Automatic Generated Check
	064772	01/15/26	BAY03 (BAY ALARM COMPANY)		462.00	.00	462.00	Automatic Generated Check
	064773	01/15/26	BSK00 (BSK ASSOCIATES)		564.20	.00	564.20	Automatic Generated Check
	064774	01/15/26	CAP03 (CAPITOL, BARRICADE, INC)		1,086.81	.00	1,086.81	Automatic Generated Check
	064775	01/15/26	CIN03 (CINTAS CORPORATION #622)		205.90	.00	205.90	Automatic Generated Check
	064776	01/15/26	CON07 (WASHINGTON NATIONAL INS)		214.50	.00	214.50	Automatic Generated Check
	064777	01/15/26	CUM03 (CUMMINS SALES AND SERVICE)		1,576.25	.00	1,576.25	Automatic Generated Check
	064778	01/15/26	INT03 (INTERSTATE OIL COMPANY)		2,486.90	.00	2,486.90	Automatic Generated Check
	064779	01/15/26	IWO01 (iWORQ SYSTEMS)		400.00	.00	400.00	Automatic Generated Check
	064780	01/15/26	LAN02 (LANDMARK CONSTRUCTION)		1,400.00	.00	1,400.00	Automatic Generated Check
	064781	01/15/26	MRG01 (MRG,LLC)		2,250.00	.00	2,250.00	Automatic Generated Check
	064782	01/15/26	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	064783	01/15/26	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	064784	01/15/26	PAC07 (PACIFIC ACE HARDWARE)		1,542.99	.00	1,542.99	Automatic Generated Check
	064785	01/15/26	PAY01 (PAYMENTUS GROUP INC.)		2,601.15	.00	2,601.15	Automatic Generated Check
	064786	01/15/26	PGE00 (PACIFIC GAS & ELECTRIC CO)		5,310.47	.00	5,310.47	Automatic Generated Check
	064787	01/15/26	PON01 (PONTICELLO ENTERPRISES)		25,524.25	.00	25,524.25	Automatic Generated Check
	064788	01/15/26	PRO07 (PROFESSIONAL POOLS)		1,113.00	.00	1,113.00	Automatic Generated Check
	064789	01/15/26	QUI01 (QUILL CORPORATION)		982.82	.00	982.82	Automatic Generated Check
	064790	01/15/26	WAV01 (WAVE BROADBAND)		153.81	.00	153.81	Automatic Generated Check
	064791	01/15/26	YOL0X (YOLO COUNTY FARM BUREAU)		73.50	.00	73.50	Automatic Generated Check
	064792	01/29/26	AIR01 (AIRGAS-N.CALIF & NEVADA)		81.34	.00	81.34	Automatic Generated Check
	064793	01/29/26	AMA01 (AMAZON CAPITAL SERVICES)		1,320.21	.00	1,320.21	Automatic Generated Check
	064794	01/29/26	AME13 (AMERICAN EXPRESS)		14,982.99	.00	14,982.99	Automatic Generated Check
	064795	01/29/26	AMP01 (AMPLE ELECTRIC INC)		11,050.00	.00	11,050.00	Automatic Generated Check
	064796	01/29/26	ANA01 (ANA P. CARRILLO)		3,800.00	.00	3,800.00	Automatic Generated Check
	064797	01/29/26	ATK01 (ATKINSON,ANDERSON,LOYA,RUUD		770.00	.00	770.00	Automatic Generated Check
	064798	01/29/26	ATT02 (AT&T)		248.65	.00	248.65	Automatic Generated Check
	064799	01/29/26	AUS01 (VESTIS SERVICES,LLC)		287.84	.00	287.84	Automatic Generated Check
	064800	01/29/26	BBK01 (BEST BEST & KRIEGER LLP.)		30,546.40	.00	30,546.40	Automatic Generated Check
	064801	01/29/26	BSK00 (BSK ASSOCIATES)		215.22	.00	215.22	Automatic Generated Check
	064802	01/29/26	CALWF (CAL-WEST FIRE ALARM SERVICES		63.00	.00	63.00	Automatic Generated Check
	064803	01/29/26	CAS02 (CASTLE & KING)		228.54	.00	228.54	Automatic Generated Check
	064804	01/29/26	CIN03 (CINTAS CORPORATION #622)		597.46	.00	597.46	Automatic Generated Check
	064805	01/29/26	COU01 (COUNTY OF YOLO)		198.00	.00	198.00	Automatic Generated Check
	064806	01/29/26	DAV11 (DAVE MCCALLUM)		100.00	.00	100.00	Automatic Generated Check
	064807	01/29/26	DEP07 (DEPARTMENT OF JUSTICE)		213.00	.00	213.00	Automatic Generated Check
	064808	01/29/26	DOT01 (DEPART OF TRANSPORTATION)		2,699.76	.00	2,699.76	Automatic Generated Check
	064809	01/29/26	GEC01 (TOSHIBA FINANCIAL SERVICES)		3,032.38	.00	3,032.38	Automatic Generated Check
	064810	01/29/26	GER02 (GERALDINE SOTO)		430.40	.00	430.40	Automatic Generated Check
	064811	01/29/26	GRO01 (FERGUSON WATERWORKS)		779.87	.00	779.87	Automatic Generated Check
	064812	01/29/26	HDL01 (HDL, COREN & CONE)		2,134.17	.00	2,134.17	Automatic Generated Check
	064813	01/29/26	HOR00 (HORIZON)		104.04	.00	104.04	Automatic Generated Check
	064814	01/29/26	LEA02 (LEAGUE OF CALIFORNIA CITIES)		5,925.00	.00	5,925.00	Automatic Generated Check
	064815	01/29/26	LEG01 (LEGALSHIELD)		201.50	.00	201.50	Automatic Generated Check
	064816	01/29/26	LIF01 (LIFE-ASSIST, INC)		2,750.40	.00	2,750.40	Automatic Generated Check
	064817	01/29/26	LNCUR (LN CURTIS & SONS)		1,120.94	.00	1,120.94	Automatic Generated Check
	064818	01/29/26	MAG02 (MAGNUM ELECTRONICS,INC.)		453.65	.00	453.65	Automatic Generated Check
	064819	01/29/26	MAZ01 (MAZZEI CHEVROLET)		99.09	.00	99.09	Automatic Generated Check

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
01-26	064820	01/29/26	MUT01 (MUTUAL OF OMAHA)		5,544.15	.00	5,544.15	Automatic Generated Check
	064821	01/29/26	PAC02 (PACE SUPPLY CORP.)		781.35	15.63	765.72	Automatic Generated Check
	064822	01/29/26	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	064823	01/29/26	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	064824	01/29/26	PAC07 (PACIFIC ACE HARDWARE)		1,542.45	.00	1,542.45	Automatic Generated Check
	064825	01/29/26	PEA04 (PEARCE HEATING & AIR CONDITI		375.00	.00	375.00	Automatic Generated Check
	064826	01/29/26	PGE00 (PACIFIC GAS & ELECTRIC CO)		75,363.21	.00	75,363.21	Automatic Generated Check
	064827	01/29/26	PIS01 (PISANIS AUTO PARTS)		96.36	.00	96.36	Automatic Generated Check
	064828	01/29/26	PIS02 (PISANI'S SERVICE)		254.52	.00	254.52	Automatic Generated Check
	064829	01/29/26	PRE09 (PRECISION CONCRETE CUTTING)		18,522.80	.00	18,522.80	Automatic Generated Check
	064830	01/29/26	PRO07 (PROFESSIONAL POOLS)		2,034.59	.00	2,034.59	Automatic Generated Check
	064831	01/29/26	SCO03 (SCOTT'S PPE RECON, INC)		563.24	.00	563.24	Automatic Generated Check
	064832	01/29/26	SIE02 (PRIMOS BRANDS)		482.63	.00	482.63	Automatic Generated Check
	064833	01/29/26	SLO01 (SLOAN SAKAI YEUNG & WONG LLP		910.00	.00	910.00	Automatic Generated Check
	064834	01/29/26	SON01 (SONCO HEATING & A/C)		2,870.00	.00	2,870.00	Automatic Generated Check
	064835	01/29/26	STA22 (STATE WATER RESOURCES CONTRO		120.00	.00	120.00	Automatic Generated Check
	064836	01/29/26	SWI01 (SWITZER ENTERPRISES)		6,349.00	.00	6,349.00	Automatic Generated Check
	064837	01/29/26	TOS02 (TOSHIBA FINANCIAL SERVICES)		1,876.73	.00	1,876.73	Automatic Generated Check
	064838	01/29/26	VIS01 (VISION SERVICE PLAN (CA))		682.21	.00	682.21	Automatic Generated Check
	064839	01/29/26	VUL01 (VULCAN CONSTRUCTION MATERIAL		344.89	.00	344.89	Automatic Generated Check
	064840	01/29/26	WAV01 (WAVE BROADBAND)		29.57	.00	29.57	Automatic Generated Check
	064841	01/29/26	WIL02 (WILL C WOOD HIGH SCHOOL)		600.00	.00	600.00	Automatic Generated Check
	064842	01/29/26	WIN04 (WINTERS PRINTING)		1,602.10	.00	1,602.10	Automatic Generated Check
	064843	01/29/26	WOO05 (WOOD RODGERS)		10,075.80	.00	10,075.80	Automatic Generated Check
	064844	01/29/26	YOL03 (YOLO-SOLANO AIR QUALITY)		1,972.00	.00	1,972.00	Automatic Generated Check
	064845	01/29/26	YOL31 (YOLO 365 ARTISAN MARKET)		1,000.00	.00	1,000.00	Automatic Generated Check
	EFT128	01/01/26	PER01 (PERS)		51,492.52	.00	51,492.52	PERS HEALTH COVERAGE FOR
	EFT130	12/07/25	PER01 (PERS)		34,384.41	.00	34,384.41	PERS ALLOCATIONS PPE 12/0
	EFT131	01/13/26	PER01 (PERS)		34,578.38	.00	34,578.38	PERS ALLOCATIONS 12/21/25
	EFT132	01/14/26	PER01 (PERS)		37,088.03	.00	37,088.03	PERS ALLOCATIONS PPE 01/0
	EFT133	01/20/26	PER01 (PERS)		1,676.47	.00	1,676.47	LONGEVITY ALLOCATIONS
	EFT134	01/27/26	PER01 (PERS)		55,349.25	.00	55,349.25	PERS HEALTH COVERAGE FOR
	EFT135	01/18/26	PER01 (PERS)		36,007.62	.00	36,007.62	PERS ALLOCATIONS PPE 01/1
			Total for Bank Account 10100 ----->		890,281.45	15.63	890,265.82	
			Grand Total of all Bank Accounts ----->		890,281.45	15.63	890,265.82	

Client ID: 80466 - CITY OF WINTERS
Pay Group: Bi-Weekly
Check Date: 1/9/2026
Run Date: 1/6/2026 Run Number: 31

PAYROLL SUMMARY
CITY OF WINTERS

Period Begin Date: 12/22/2025
Period End Date: 1/4/2026
Pay Period: 1
Payroll Type: Regular Payroll

*** PAYROLL FUNDING ***

Debit Type	Bank Name	Transit Routing #	Bank Account #	Counts	Amount	ACH Debit
Checks	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]	2	$1,967.06	$0.00
Direct Deposits	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]	68	$0.00	$137,347.62
Totals:				**70**	**$1,967.06**	**$137,347.62**
Tax Liabilities	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]		$0.00	$67,832.04
Third Party Checks	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]	5	$8,711.89	$0.00
Third Party Electronic Payment	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]	4	$0.00	$3,624.76
Payroll Billing	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]		$0.00	$988.75
Totals:				**9**	**$8,711.89**	**$72,445.55**

Total ACH Debit:	**Impound Date: 1/8/2026**	**$209,793.17**
Total Payroll Funding (all items):		**$220,472.12**

*** PAYROLL TOTALS ***

Payroll Totals		Totals By Check Type		Counts By Check Type		Employee Counts	
Net Pay Checks	$1,967.06	Total Live Checks	$1,967.06	Total Live Checks	2	Active Employees Paid	59
Direct Deposits	$137,347.62	Additional Checks	$14,836.51	Additional Checks	0	Inactive Employees Paid	0
****** Total Net Payroll**	**$139,314.68**	Manual Checks	$0.00	Manual Checks	0	Terminated Employees Paid	0
		Void Checks/Direct Deposits	$0.00	Void Checks	0	Total Employees Paid	59
Total Taxes	$67,832.04	Third Party Sick Checks	$0.00	Third Party Sick Checks	0	Active Employee Count	97
****** Total Payroll**	**$207,146.72**	Adjustments	$0.00	Adjustments	0	Inactive Employee Count	1
		Direct Deposits (68)	$137,347.62	Vouchers (Direct Deposit)	64	Terminated Employee Count	10
Payroll Adjustments	$0.00	Total Third Party Pays	$12,336.65	Total Third Party Payments	9	Total Employee Count	108
****** Adjusted Total**	**$207,146.72**	Total Third Party Void Checks	$0.00	Total Third Party Voids	0	Employees Paid this Month	59
				Zero Net Checks	0	Active Employees this Month	97
						Employees with W2 Data	59
						Active Employees Not Paid	38
						Active (Hired) EEs Not Paid	38

Client ID: 80466 - CITY OF WINTERS
Pay Group: Bi-Weekly
Check Date: 1/23/2026
Run Date: 1/21/2026 Run Number: 32

PAYROLL SUMMARY

CITY OF WINTERS

Period Begin Date: 1/5/2026
Period End Date: 1/18/2026
Pay Period: 2
Payroll Type: Regular Payroll

*** PAYROLL FUNDING ***

Debit Type	Bank Name	Transit Routing #	Bank Account #	Counts	Amount	ACH Debit
Checks	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]	4	$2,321.19	$0.00
Direct Deposits	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]	64	$0.00	$127,322.48
Totals:				**68**	**$2,321.19**	**$127,322.48**
Tax Liabilities	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]		$0.00	$61,364.20
Third Party Checks	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]	4	$7,401.62	$0.00
Third Party Electronic Payment	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]	4	$0.00	$3,514.76
Payroll Billing	FIRST NORTHERN BANK OF DIXON	[redacted]	[redacted]		$0.00	$251.41
Totals:				**8**	**$7,401.62**	**$65,130.37**

Total ACH Debit:	**Impound Date: 1/22/2026**	**$192,452.85**
Total Payroll Funding (all items):		**$202,175.66**

*** PAYROLL TOTALS ***

Payroll Totals		Totals By Check Type		Counts By Check Type		Employee Counts	
Net Pay Checks	$2,321.19	Total Live Checks	$2,321.19	Total Live Checks	4	Active Employees Paid	63
Direct Deposits	$127,322.48	Additional Checks	$821.89	Additional Checks	0	Inactive Employees Paid	0
****** Total Net Payroll**	**$129,643.67**	Manual Checks	$0.00	Manual Checks	0	Terminated Employees Paid	0
		Void Checks/Direct Deposits	$0.00	Void Checks	0	Total Employees Paid	63
Total Taxes	$61,364.20	Third Party Sick Checks	$0.00	Third Party Sick Checks	0	Active Employee Count	81
****** Total Payroll**	**$191,007.87**	Adjustments	$0.00	Adjustments	0	Inactive Employee Count	2
		Direct Deposits (64)	$127,322.48	Vouchers (Direct Deposit)	60	Terminated Employee Count	25
Payroll Adjustments	$0.00	Total Third Party Pays	$10,916.38	Total Third Party Payments	8	Total Employee Count	108
****** Adjusted Total**	**$191,007.87**	Total Third Party Void Checks	$0.00	Total Third Party Voids	0	Employees Paid this Month	71
				Zero Net Checks	0	Active Employees this Month	81
						Employees with W2 Data	71
						Active Employees Not Paid	18
						Active (Hired) EEs Not Paid	18

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: March 17, 2026

THROUGH: Jeremy Craig, City Manager

FROM: Alan Mitchell, Contract City Engineer

SUBJECT: Resolution No. 2026-18 to approve Kennedy/Jenks Consultants Amendment No. 3, for Chromium 6 Compliance.

RECOMMENDATION:

Staff are recommending that City Council approve Resolution No. 3 2026-18, to authorize the City Manager to execute Amendment 3, to the Kennedy/Jenks Consultants (KJ) Professional Services Agreement, in the amount of $104, 054.

BACKGROUND:

In November 2024, the City executed a Professional Services Agreement with KJ, to prepare a Chromium 6 (Cr6) Compliance Implementation Plan (Plan) to update to the 2016 Implementation Study they prepared. A Technical Memorandum – Hexavalent Chromium 2025 Implementation Plan Update was completed and presented to the City Council on January 20, 2026. In December 2025, the city executed Amendment No. 1 to extend the term to January 30, 2026. On January 30, 2026, the city approved Amendment No. 2 for additional work and compensation associated with Cr6 Compliance Implementation.

DISCUSSION:

The next step in the process of meeting the October 2027 compliance date is to prepare a Pre-Design Report (PDR), which will confirm treatment design assumptions, assess site constraints, develop a site layout to coordinate with the Well 8 design, and provide planning-level costs and implementation considerations. Due to some critical coordination issues with the Well 8 project, a portion of the PDR work was approved under Amendment No. 2 by the City Manager, within his authority ($20,000). The remaining, more extensive PDR work is included in Amendment No. 3. KJ submittal a proposal letter dated March 2, 2026, which was reviewed by Public Works staff and is attached to Amendment No. 3. Of the Tasks included in the letter, a few of them are not

included in Amendment No. 3 and were either previously included under Amendment No. 2, or they will be handled by others, or are deferred.

Amendment No. 3 extends the term of the agreement to December 31, 2026.

The final PDR will be presented to City Council in June 2026, along with additional information on the next steps in the process.

It's important that the system design and operational plan be completed this year, with close coordination with the State, so that we can advertise for bids in late 2026.

FISCAL IMPACT:

The original contract was in the amount of $100,000. The fee added under Amendments No.1 and No. 2 was $20,000. The approval of Amendment No. 3 will increase the water fund budget by $104,054 and increase the total KJ contract amount to $$224,054.

The Technical Memorandum – Hexavalent Chromium 2025 Implementation Plan Update estimates costs for Cr6 mitigation between $6M and $24M. That estimate will be updated in the PDR. The final cost for compliance will have to be borne by the City's current 2,400 customers and future customers.

ATTACHMENTS:

1. Exhibit A – Resolution No. 2026-18
2. Exhibit B – Contract Amendment 3

EXHIBIT "A"
KENNEDY/JENKS AMENDMENT NO. 3

RESOLUTION 2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 3, TO THE KENNEDY/JENKS CONSULTANTS PROFESSIONAL SERVICES AGREEMENT

WHEREAS the City of Winters's water supply was impacted by a State Hexavalent Chromium 6 (Cr6) Primary MCL established in April 2024, which lowered the Cr6 level from 50 ppb to 10 ppb; and

WHEREAS the City hired Kennedy/Jenks Consultants (KJ) in November 2024, to prepare a Cr6 Compliance Implementation Plan (Plan); and

WHEREAS a Technical Memorandum – Hexavalent Chromium 2025 Implementation Plan Update was completed and presented to the City Council on January 20, 2026; and

WHEREAS the next step in the process of meeting the October 2027 compliance date is to prepare a Pre-Design Report (PDR); and

WHEREAS, the PDR will confirm treatment design assumptions, assess site constraints, develop a site layout to coordinate with the Well 8 design, and provide planning-level costs and implementation considerations; and

WHEREAS due to some critical coordination issues with the Well 8 project, a portion of the PDR work was previously approved under Amendment No. 2 by the City Manager; and

WHEREAS the remaining, more extensive PDR work is included in Amendment No. 3, which is attached and offered for approval.

WHEREAS the approval of Amendment No. 3 will increase the water fund budget by $104,054 and increase the total KJ contract amount to $$224,054; and

WHEREAS Amendment No. 3 extends the term of the agreement to December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Winters does hereby authorize the City Manager to execute Amendment 3, to the Kennedy/Jenks Consultants Professional Services Agreement.

PASSED AND ADOPTED by the City Council, City of Winters, the 17th day of March 2026 by the following vote:

AYES: NOES:

ABSTAIN:

ABSENT:

ATTEST:

Albert Vallecillo, Mayor

Jeremy Craig, City Clerk

AMENDMENT NO. 3

TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF WINTERS
AND
KENNEDY/JENKS CONSULTANTS, INC.

This Amendment No. 3 to Professional Services Agreement ("Amendment No. 3") is made and entered into as of this 17th day of March 2026, by and between City of Winters ("City") and Kennedy/Jenks Consultants, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

Recitals

A. Existing Agreement. The Parties have entered into an agreement entitled "Professional Services Agreement" dated November 20, 2024 ("Original Agreement"), and as amended by Amendment No. 1 dated December 10, 2025, and Amendment No. 2 dated January 30, 2026, which are incorporated herein by reference as if fully set forth herein, for the purpose of City retaining Consultant to provide the services described therein.

B. Amendment Purpose. City and Consultant wish to amend the Original Amended Agreement as modified by Amendment No. 3 (collectively, the "Existing Agreement") to provide for additional work and compensation, associated with Cr6 Compliance Implementation, specifically the Pre-Design Report tasks included in .

C. Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 2. Compensation, Section 3. Additional Work, and Section 5. Term of the Original Agreement.

Amendment

Now therefore, the Parties hereby modify the Existing Agreement as follows:

1. Definitions. All capitalized terms used in this Amendment No. 3 not defined in this Amendment No. 3 shall have the same meaning as set forth in the Existing Agreement if defined in the Existing Agreement.

2. Section 1. Of the Original Agreement. Section 1 of the Original Agreement is hereby replaced with the following italicized text:

Services

Consultant shall provide the City with the Services described in the Scope of Services set forth in Exhibits "A" (Original Agreement), "A2" (Amendment No. 2), and "A3" (this Amendment). Only the following Services in Exhibit "A3" are authorized: Task 1, Task 2.2, Task 2.3, Task 2.4, Task 2.5, and Task 3.2.

3. Section 2. of Original Agreement. Section 2 of the Original Agreement is hereby replaced with the following italicized text:

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 Exhibits "B", "B2", and "B3".

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of One-Hundred-Four-Thousand Fifty-Four Dollars ($104,054). This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses, unless otherwise specified in Exhibits "B", "B2", and "B3". 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.

4. Section 5. of Original Agreement. Section 5 of the Original Agreement is hereby replaced with the following italicized text:

Term

The term of this Agreement shall be from the Effective Date to December 31, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement.

5. Continuing Effect of Agreement. All provisions of the Existing Agreement remain in full force and effect and are reaffirmed. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Existing Agreement, it shall mean the Existing Agreement as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3.

6. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

7. Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on the following page]

CITY OF WINTERS	**KENNEDY/JENKS CONSULTANTS, INC.**
Approved By:	*Approved By:*
Jeremy Craig, City Manager	Sachiko Itagaki, Principal
Date	4 March 2026 Date

Kennedy Jenks

2 March 2026

Kristine DeGuerre
Environmental Services Manager
City of Winters
318 First Street
Winters, California 95694

Subject: Revised Proposal for Preliminary Design Report for Hexavalent Chromium Treatment in Well 8

Dear Ms. DeGuerre:

Executive Summary

The City of Winters (City) is advancing treatment planning to comply with California's maximum contaminant level (MCL) for hexavalent chromium (Cr(VI)). Well 8, currently being equipped under a developer-led effort, requires a treatment concept that addresses regulatory compliance, site constraints, operational needs, and long-term feasibility. In 2025, Kennedy Jenks prepared a Cr6 2025 Implementation Plan Update Technical Memorandum (TM) that evaluated alternatives and identified a preferred project for the City. The City identified strong base anion ion exchange (SBA-IX) as the preferred treatment technology.

Kennedy Jenks (KJ) proposes to prepare a Preliminary Design Report (PDR) that will confirm the basis of design, evaluate site feasibility, identify key risks and data gaps, and develop planning level cost estimates to support decision making, funding applications, and future design phases. This proposal revision incorporates additional services requested by the City including pilot testing coordination at Well 8 to support the PDR. The PDR will provide the City with a clear, defensible basis for treatment implementation, site feasibility, cost expectations, and regulatory considerations.

The PDR will require coordination with ChartWater (treatment vendor) and Luhdorff & Scalmanini Consulting Engineers (LSCE), who are equipping Well 8.

Optional services—including pilot testing, funding assistance, and preparation of a Site Operations Plan—are available to further support the City's implementation strategy. If the City authorizes optional services, KJ will serve as the prime consultant, Phibro-Tech (PTI) will be a subcontractor to KJ, and ChartWater and Datumpin will be subcontractors to PTI. Optional tasks will only be performed with the City's prior written authorization.

This proposal includes all remaining scope and budget needed to complete the PDR, supplementing the *Scope Change and Budget Augmentation Request* (BAR) authorized by the City on 30 January 2026.

Project Understanding

The City is preparing to implement Cr(VI) treatment at Well 8 to comply with the State Water Resources Control Board's Cr(VI) MCL. Well 8 is being equipped separately by LSCE, but the City requires a treatment concept that integrates the site's physical constraints and operational needs.

The City's *Hexavalent Chromium 2025 Implementation Plan Update* identified SBA-IX as the preferred treatment technology. SBA-IX requires periodic media replacement and rollup regeneration (RUR) tanker access, making site layout and truck maneuverability critical design considerations. The Well 8 site has limited available space, and early evaluation of equipment footprint, access, and constructability is essential to ensure long-term operability. SBA-IX requires periodic media replacement and, as intended for Winters, RUR tanker access, making site layout and truck maneuverability critical design considerations.

The PDR will:

- Confirm the basis of design using available well, water quality, and operational data. Additional sampling is proposed as part of the SBA-IX treatment pilot program (Optional Task 3.3). If the City does not elect to proceed with the pilot program, there may still be a need for additional sampling if it is determined there are water quality data gaps in the available data set. The extent of additional sampling, if any, will not be known until KJ completes review of available data including the Title 22 sampling performed on 6 June 2022 (Task 2.1).
- Evaluate site feasibility and identify constraints affecting construction and O&M
- Develop conceptual layouts and process flow diagrams in coordination with existing approved Well #8 design layout
- Provide planning level capital and O&M cost estimates
- Identify permitting pathways and regulatory considerations
- Document risks, assumptions, and data gaps that may affect implementation

Optional pilot testing at Well 8 or Well 7 may be performed to refine design parameters and O&M cost estimates. PTI and ChartWater will support pilot testing and provide vendor-specific design input.

Scope of Services

Task 1: Project Management and QA / QC

Subtask 1.1: Project Coordination

KJ will develop and implement project management procedures and actions to facilitate timely and cost-effective delivery of the Project. This task consists of supervising in-house staff, planning and monitoring the contract budget and schedule, preparing and reviewing monthly invoices, and coordinating meetings. A simple milestone schedule will be prepared to identify work flow required to meet the Well 8 project target deadline of October 2027.

Assumptions:

- *Tasks 1 and 2 will be completed over a eleven (11) week period.*
- *The schedule depends on timely receipt of City data and consolidated comments. Delays from City review may extend schedule.*
- *KJ will conduct monthly virtual check-in meetings, up to three (3) meetings. Meetings are assumed to be one (1) hour and will be remotely attended by up to three (3) KJ staff.*
- *If Task 3 Optional Services are authorized, project management hours will be included in those separately scoped efforts.*

Deliverables:

- *Monthly invoices, pdf*
- *Well 8 Project milestone schedule*

Subtask 1.2: Quality Assurance / Quality Control

KJ will perform quality assurance and quality control (QA/QC) reviews throughout the course of this project consistent with KJ's policies. The QA/QC and quality management procedures will establish and maintain a structure for providing reviews of all work products and adherence to industry design standards. QA/QC activities are integrated into KJ's project management system from the inception of work through the delivery of the final product. Senior staff will perform QA/QC, but these individuals will not be directly involved in performing the project work. All deliverables will be assigned to and reviewed by a designated and qualified quality reviewer prior to submittal to City.

Assumptions:

- If Task 3 Optional Services are authorized, QA/QC hours will be included in those separately scoped efforts.

Task 2: Preliminary Design Report (PDR)

Task 2.1: Well Data Review and Technical Analysis

KJ will review and analyze available well construction, operational, and water quality data for Wells 7 and 8, whether or not the optional pilot program is performed, to confirm the preliminary

basis of design for Cr(VI) treatment at Well 8. This effort will include review of available information that may affect treatment performance such as:

- Well design information from the 2024 Groundwater Sustainability Assessment TM by Woodard and Curran,
- Well design information and existing site layouts at Wells 4 and 6 to evaluate emergency wellhead treatment.
- Pumping capacity, and operational parameters from the City, including:
    - Well 8 pumping capacity, which is estimated to be 1,800 gpm (2025 Hexavalent Chromium Implementation Plan Update)
    - 2025 water usage to evaluate overall system operations during average day demand (ADD), maximum day demand (MDD), MDD with fire flow, and peak hour demand (PHD) using factors documented in Hexavalent Chromium 2025 Implementation Plan Update to achieve compliance with the Cr (VI) MCL by 2027.
- Historical and recent groundwater quality data, including Cr(VI) and other constituents at Well 8 and at Well 7, which has a longer history of operation.
    - Well 8 Cr(VI) concentration data include 18 ug/l for a sample collected in 2016 from a test boring (2025 Hexavalent Chromium Implementation Plan Update) and 22 ug/l for a sample collected on 6 June 2022 for a Title 22 Report prepared by LSCE. The lack of additional sampling data points is further reason to proceed with additional sampling which is associated with the optional pilot program to better define the treatment profile required.

KJ will evaluate flow rates and operating scenarios based on available information to support preliminary treatment sizing. Data gaps that may affect planning-level design assumptions will be identified. KJ will summarize risks associated with data gaps and site constraints in the PDR. If data gaps materially affect treatment sizing or cost estimates, KJ will identify recommended next steps, which may include additional sampling or operational data collection.

Assumptions:

- *City-provided data is complete and representative for planning-level evaluation.*
- *No new sampling, field investigations, or pilot testing are included.*
- *KJ will rely on City-provided data without independent verification.*

Deliverables:

- *Documentation in PDR of*
    - *Treatment design criteria summary*
    - *System operational assumptions (i.e. wells in use) during ADD, MDD. MDD with fire flow; and PHD through assumed 2027 demand condition. This will essentially be a summary of system operational assumptions previously communicated that will be confirmed with the City as part of Task 2.1.*

Task 2.2: Preliminary Equipment Layout and Site Access Evaluation

KJ will develop conceptual equipment layouts for permanent SBA-IX treatment at Well 8 and evaluate site feasibility, including:

- Coordination with PTI and ChartWater to develop feasible treatment configurations
- Assessment of treatment system footprint relative to the available site area
- Evaluation of RUR tanker access and maneuverability for ion exchange, media delivery, regeneration and replacement
- Identification of construction and O&M constraints along with potential mitigation concepts

KJ will approach the above tasks in order of need so as to inform the Well 8 design and construction and support the smooth progression of the Well 8 project.

As described in the 2025 Hexavalent Chromium Implementation Plan Update; the City has requested KJ evaluate the need and logistics for emergency connections for wellhead treatment at Wells 4 and 6 in case treatment is needed in the future. The evaluation will include brief descriptive narrative and planning-level layouts of piping from wellhead, piping to distribution system and sizing and location of emergency treatment at Wells 4 and 6.

Assumptions:

- *No other treatment methods will be evaluated besides SBA-IX.*
- *Treatment assumes vendor regeneration of SBA-IX media; no on-site regeneration system or sanitary sewer discharge of regeneration waste is included.*
- *Pilot testing is excluded. See optional Task 3.3 below.*
- *Regulatory interpretations will be based on current State Water Resources Control Board guidance.*
- *Equipment layouts are conceptual and not suitable for construction. Layouts will be prepared using the latest edition of AutoCad.*
- *No surveying is included; layouts will be based on available site information and supporting CAD files provided by LSCE, PTI, ChartWater, and the City which we will use as backgrounds. Horizontal and vertical controls are not guaranteed and shown equipment locations may have to be revised during detailed design*
- *Vendor-supported layouts will be used solely for conceptual planning and feasibility. evaluation and do not represent final design or vendor selection.*
- *KJ will participate in two coordination calls with the vendor/well equipping consultant (LSCE) and the City as well as visit the Well 8 site. Calls are assumed to be one (1) hour and will be attended by up to four (4) KJ staff*

Deliverables:

- *Preliminary equipment layout figure for inclusion in the PDR.*
- *E-mail summary of coordination calls.*

Task 2.3: Preliminary Design and Cost Evaluation

KJ will prepare planning-level design and cost information to support City decision-making. Initial electrical load estimates for well and treatment system will be prepared to inform well pump motor/VFD sizing. This planning-level design can be informed by the results of a Cr(VI) pilot test (optional Task 3.3).

This task will include development of conceptual process flow diagrams, preparation of planning-level (Association for the Advancement of Cost Engineering Class 4 with accuracy of +30% to +50%) capital and operation and maintenance (O&M) cost estimates, identification of permitting and regulatory considerations, and documentation of key risks, assumptions, and implementation considerations associated with SBA-IX treatment.

Assumptions:

- *Cost estimates are conceptual and subject to refinement in future design phases.*
- *Treatment costs to be provided by the vendor.*
    - *Utility coordination, permitting support, and agency approvals beyond identification are excluded.*

Deliverables:

- *Preliminary design, capital, and O&M cost information.*
- *Documentation of permitting and regulatory considerations, key risks, assumptions and implementation considerations.*

Task 2.4: Draft Preliminary Design Report (PDR)

KJ will prepare a Draft PDR documenting the findings, recommendations, and data gaps of the evaluation and preliminary design effort in Tasks 2.1 - 2.3. The Draft PDR will include supporting figures, tables, and up to 3 drawings (see Attachment A), as well as a proposed drawing sheet list to support future design phases.

The proposed drawing sheet list may include general notes and abbreviations, an overall site plan, process flow diagram, equipment layout plan, yard piping plan, electrical single-line diagram, and an instrumentation and control diagram. A one-hour meeting with up to 3 KJ staff will be held to present the draft PDR.

Assumptions:

- *Deliverables are in electronic format only.*
- *One (1) virtual meeting (1 hour) with up to three (3) KJ staff to present draft PDR.*
- *One (1) consolidated set of City comments will be provided.*

Deliverables:

- *Draft PDR including drawings (See Attachment A)*
- *Draft Drawing Sheet List for Full Design*

Task 2.5: Final Preliminary Design Report (PDR)

Upon receipt of consolidated City comments, KJ will prepare the Final PDR. A one-hour virtual meeting is included to review City comments. KJ will prepare for and attend a City Council meeting to present the PDR effort and findings.

Assumptions:

- *Deliverables are in electronic format only.*
- *One (1) virtual meeting (1 hour) with up to three (3) KJ staff to review City comments.*
- *Additional revisions beyond the consolidated comment set may require additional budget.*
- *One City Council meeting attendance by one (1) KJ staff.*

Deliverables:

- *Final Preliminary Design Report*
- *Final drawing sheet list*

Task 3: Optional Services

The additional support tasks specified below are optional and will commence only after receipt of the City's written authorization.

Task 3.1: Funding Assistance and Grant Support

KJ will provide funding assistance to support the City's pursuit of State and/or federal funding for implementation of the Well 8 Cr(VI) treatment facilities. This task builds upon the PDR and cost information developed under the previous Tasks 1 and 2.

Anticipated Task 3.1 services include:

- Identification of applicable funding opportunities (e.g., State Water Resources Control Board, Drinking Water State Revolving Fund, Proposition funding, or other applicable programs).
- Coordination with City staff to confirm funding eligibility requirements and application schedules.
- Preparation of technical narratives, planning-level cost summaries, and project descriptions required for funding applications.
- Participation in up to one (1) coordination meeting with the City to review funding strategy and application requirements.

Specific funding services will be scoped and budgeted by KJ and authorized by the City prior to commencing.

Assumptions:

- *Funding pursuit tasks will be lead by the City's consultant. KJ will provide limited support, not to exceed $5,000 per the City's request.*
- *Preparation of full funding applications is excluded.*

- *Grant administration and compliance support after award are excluded.*
- *Preparation of final engineering plans or specifications required for funding is excluded.*
- *Funding agency application fees are excluded.*

Deliverables:

- *Funding opportunity summary memorandum.*
- *Technical support materials suitable for inclusion in funding application.*

Task 3.2: Subcontracted Preliminary System Design Support Services

KJ will subcontract PTI to provide preliminary system design support services as listed below. PTI will subcontract ChartWater to support Task 3.2 efforts. PTI and ChartWater have proceeded to provide support services in good faith at the City's request.

- PTI will perform a site walk to assess the site for RUR tanker services, with a focus on SBA-IX treatment system placement to optimize RUR tanker ingress and egress as well as minimize distance between the treatment system and tanker staging area to promote efficient brine transfer.
- PTI and ChartWater will assist KJ in preparing the PDR, including system sizing, hydraulic requirements, constructability, preliminary process flow diagrams, and conceptual site layouts.

Task 3.3: SBA-IX Treatment Pilot Program

The City may decide to proceed with a pilot program at Well 8 to better estimate O&M costs for the SBA-IX system at Well 8. It is recommended that the pilot program, if authorized, be performed at Well 8 to gather site specific information for treatment at Well 8.

If Task 3.3 is authorized, KJ will subcontract PTI to complete the pilot program and will require effort for coordination during set up and pilot program operation as well as to incorporate findings in the PDR. PTI's proposal is attached to this revised proposal for the City's review (Attachment B).

Assumptions:

- *Schedule:*
    - *Site Visit and Pilot Plan preparation – 2 weeks after NTP*
    - *Pilot Plant Site Layout review and approval by City – 1 week*
    - *Pilot System (AutoPilot) Deployment – 1 week*
    - *AutoPilot Runs and Regeneration – 8 weeks*
    - *Gather remaining lab data and finalize pilot report – 7 weeks*

- *PTI will deliver and setup the pilot, provide sampling bottles, and train City staff on how to collect water samples.*
- *The City will be responsible for providing an isolation valve and any backflow prevention devices, if required, upstream of the pilot unit.*
- *The City will be responsible for collecting water samples. A total of seven (7) water samples is scheduled (~weekly). The pilot unit will have an auto-valve at the sample point for the City to collect the water samples.*

- *The City will need to provide a temporary sun cover over the pilot skid and protect the pilot unit from vandalism and theft.*
- *The City is responsible for site power (110 VAC power) for eDM unit and booster pump. Power to be located within 50 ft from Autopilot.*
- *The City is responsible to provide 10 psi feed pressure to the AutoPilot system.*
- *The City will be responsible for transporting the seven (7) water samples to a certified analytical laboratory. PTI will pay analytical costs.*
- *The City will provide a location onsite (e.g., sewer system inlet or ground location) where clean water from the pilot can be discharged.*
- *PTI will be available for technical support during the pilot program.*
- *PTI will be onsite 4-5 days (1 day initial setup, 1 day to pull pilot after first loading, 1 day to return pilot after first regeneration, 1 day to pull pilot after second loading, and a final fifth day depending on the corrosivity potential test plan).*
- *The full-loss value of the pilot unit is estimated to be between $5,000 - $10,000. The City will be responsible for the full-loss value if the pilot unit is not returned or returned irreparable.*
- *If pilot must be extended, PTI will cover costs.*

Deliverables:

- *Pilot Plan (to be provided by PTI)*
- *Pilot Report (to be provided by PTI)*

Task 3.4: Well 8 Site Operations Plan

PTI will subcontract Datumpin to develop the Well 8 Site Operations Plan for the SBA-IX system and RUR so that it can be incorporated into the larger system operations plan for permit amendment approval by DDW. The Site Operations Plan will include the following tentative content. KJ has limited hours to coordinate development and limited review of the deliverable.

Section 1: Code of Regulations Compliance

1.1 Contacts
1.2 Abbreviation Table
1.3 Compliance Regulatory Requirements Statement.
1.4 Treatment System Process Design
1.5 Ion Exchange Treatment Pilot Validation
1.6 Ion Exchange Onsite Regeneration Design
1.7 Ion Exchange Rollup Regeneration Design
1.8 Cross Connection Prevention
1.9 Corrosion Control Management

Section 2: Operations

2.1 Routine Treatment Operations Instructions
2.2 Routine Water Quality Compliance Sampling
2.3 Routine Onsite Regeneration
2.4 Routine Rollup Regeneration
2.5 Routine Site Log Book
2.6 Water Quality Issues and Appropriate Response
2.7 Alarms and Warning Appropriate Response
2.8 Controller Fault Identification, Trouble Shooting and Recovery
2.9 Bacterial Contamination Recovery

Section 3: Maintenance

3.1 Consumable Materials and Supplier Contacts
3.2 Maintenance and Critical Breakdown Spares
3.3 Routine Maintenance Schedule and Actions
3.4 Asset Health Preventative Maintenance
3.5 Control Instrumentation Calibration and Repairs
3.6 Piping and Vessel Hygiene Inspections.

Assumptions:

- *No budget is included to incorporate potential DDW or City requested revisions to the Well 8 Site Operations Plan. KJ will review any comments with the City to determine mutually agreed upon revisions. A separate scope and budget will be prepared at that time to incorporate revisions.*

Deliverables:

- *Well 8 Site Operations Plan (to be provided by DatumPin)*

Exclusions

- Topographic Surveying
- Site Geotechnical Investigation (KJ assumes a geotechnical investigation was performed to support LSCE's Well 8 design and that this geotechnical report will be adequate to support the detailed design of the SBA-IX treatment system. If a geotechnical investigation was not performed for the Well 8 design, the PDR will identify the need for a geotechnical investigation and provide a recommended geotechnical scope of work.)
- Engineering design drawings, control strategy and specifications

- Physical and computer-based radio path study
- Seismic evaluation of the structure per ASCE 41
- Laboratory testing of structural elements
- Confined space entry unless specifically noted
- CEQA/environmental review (to be performed by the City Planner)
- Permitting applications or permit amendment packages
- Detailed electrical load studies or power system analysis
- Construction-phase services
- Cost escalation analysis beyond planning-level estimates

Schedule

The project duration for Tasks is anticipated to be thirteen (13) weeks assuming that the City's review of PDR is no more than 2 weeks. The project schedules are subject to change if adjustments to the test plans are required.

Task/Deliverable	Weeks After NTP
Notice to Proceed (with full year water usage and water quality data for 2025)	-
Task 2.1: Well Data Review and Technical Analysis	2[(a)]
Task 2.2: Preliminary Equipment Layout and Site Access Evaluation	4([a])
Task 2.3: Preliminary Design and Cost Evaluation	7[(b)]
Task 2.4: Draft Preliminary Design Report	9[(b)]
Task 2.5: Final Preliminary Design Report	11[(b)]
Task 3.1: Funding Assistance and Grant Support	TBD
Task 3.2: ChartWater Preliminary System Design Support	5
Task 3.3: Pilot Program	19
Task 3.4: Site Operations Plan	19

- At the City's direction, KJ initiated efforts towards Tasks 2.1 and 2.2 under the initial Budget Amendment Request of $20,000 issued on 4 February 2026.

(a) Tasks 2.3, 2.4, and 2.5 deliverables may be postponed if the City elects to authorize the optional Task 3.3 pilot program. Information gathered during the pilot program will be used to refine O&M costs.

Budget

KJ will perform the services on a time and materials basis in accordance with the schedule of charges (Attachment B). Our estimated fee is outlined as follows; the detailed budget breakdown is provided as Attachment C.

Task	KJ Hours	Budget
Task 1: Project Management and QA/QC	63	$18,097
Task 2: Preliminary Design Report	315	$85,684
Subtotal Tasks 1 and 2	**378**	**$104,591**
Task 3.1: Funding Assistance and Grant Support	19	$5,000
Task 3.2: Subcontracted Preliminary System Design Support	12	$13,426
Task 3.3: Pilot Program	42	$79,138
Task 3.4: Site Operations Plan	20	$47,650
Subtotal Optional Services Tasks 3.1 - 3.4	**93**	**$145,214**
Total Tasks 1 Through 3	**471**	**$249,805**
Budget Amendment Request*		-$20,000
Total Proposal Budget		**$229,805**

*The initial Budget Amendment Request of $20,000 was issued on 4 February 2026 to cover preparation for and attendance at a City Council meeting ($6,036) and to initiate services for Task 2 (including Task 2.1 Well Data Review ($9,968) and Task 2.2 – Site visit only ($3,995).

This proposal is valid for sixty (60) days after the date of this letter. At that time, KJ reserves the right to review the proposal for any appropriate modifications based on the time that has elapsed.

Please contact Christian Miranda at 916-548-0001 (ChristianMiranda@KennedyJenks.com) or Jorn Grimsley at 415-243-2516 (JornGrimsley@KennedyJenks.com) if you have questions.

We look forward to responding to any questions regarding this proposal and thank you for your consideration.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.



Sachiko Itagaki, P.E.

Principal Engineer

Cc: Alan Mitchell, Ponticello Engineers – City Engineer

Enclosures

- Attachment A: Anticipated PDR Drawing List
- Attachment B: PTI Pilot Program Proposal
- Attachment C: Fee Estimate
- Attachment D: 2026 Schedule of Charges

Attachment A – Anticipated PDR Drawing List

Civil	
C-10000	Overall Site Plan
Mechanical	
M-10000	Equipment Layout
Process	
P-10000	Process and Instrumentation Diagram

Attachment B: PTI Pilot Program Proposal

QUOTE#: CA5710005_013_013
COMPANY: City of Winters, CA., Well 7
CONTACT: Kristine DeGuerre
PHONE: 530-794-6760
EMAIL: kristine.deguerre@cityofwinters.org

September 3, 2025

Proposal Summary

Phibro-Tech Inc. (PTI) is pleased to propose a pilot program for City of Winters utilizing our AutoPilot SBA Ion Exchange Column for water quality testing at your well facility. The pilot service is designed to demonstrate the effectiveness of ion exchange resin treatment of your sites unique raw water matrix. The program will include two full loading cycles and resin regeneration events. Analytical testing of the SBA IX treated water and regenerated brine will provide the water system with the necessary data for:

- Confirming effective chromium removal from raw water through SBA IX resin to meet the state's MCL requirements
- Confirming bed volume life of resin before chromium breakthrough
- Providing data necessary for State Water Boards Operations Plan and permit amendment
- Providing corrosivity data
- Determining optimal system sizing and regeneration frequency, allowing for the development of budgetary cost estimating for equipment and operations.
- Developing the Waste Characterization and Hazardous Waste Profile for disposal of brine in accordance with Federal and State Regulations

Treatment of hexavalent chromium from raw water with IX resin can result in the generation of hazardous waste. Under the Resource and Recovery Act (RCRA), hazardous waste generators must properly characterize their waste with a Hazardous Material Profile prior to disposal at a permitted hazardous waste facility (TSDF). As part of the pilot service PTI will generate a hazardous waste profile utilizing data collected from the AutoPilot study.

We aim to complete the AutoPilot program in 3 months, subject to variations in source water quality and well utilization. Treated water generated during the study can be discharged directly to the sewer as the Ion Exchange resin does not release byproducts during this process.

PTI staff will install and setup of the AutoPilot System as well as provide sample bottles for treated water collection on a mutually agreed upon schedule. The AutoPilot system will monitor throughput and will notify the customer when sampling is required.

Upon completion of each loading cycle, PTI personnel will remove the AutoPilot equipment for offsite regeneration at the PTI's TSDF facility, subsequently returning to the site for a second operational cycle and regeneration.

Following the completion of the testing program the customer will receive a comprehensive report detailing resin performance for Chromium removal from the sites unique raw water, and throughput data for the resin until Chromium breakthrough occurs, measured in bed volumes. Also provided are the hazardous waste characterization report and hazardous waste profile for the waste brine generated.

Note that while our pilot will collect data for the purpose of reporting parameters important for corrosivity and calculating corrosivity indicators, our scope does not include any type of corrosion study, evaluation and / or assessment.

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SCOPE OF WORK:

Loading, Regeneration, and Hazardous Waste Scope of Work

Phibro-Tech Inc

- Risk Assessment and Method Statements
- AutoPilot equipment, delivery, commissioning and collection.
- Training for Customer to collect samples
- After Loading Cycle 1 completion, collection and shipping for offsite regeneration
- Regeneration at Phibro-Tech utilizing proprietary Roll Up Regeneration Brine Recirculation Process
- Return shipping to Customer site for Loading Cycle 2
- Loading cycle and regeneration sample analysis costs
- Demobilization and collection of equipment, resin disposal
- Regeneration of Loading Cycle 2 at Phibro-Tech using single pass regeneration process
- Pilot Report including loading curve and regeneration data
- Approved Hazardous Waste Profile

City of Winters

- Sign off of Risk Assessment and Method Statements
- Raw and treated water connections and hoses
- Backflow preventer
- Raw water supply per performance forecasts
- Water sample collection according to training
- Management and disposal of pilot effluent water

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AUTOPILOT TERMS

1 PTI will provide all AutoPilot transportation, unloading and positioning onsite to the Customer. PTI is responsible for the insured value of the equipment for transport, unloading, positioning and removal of the equipment at the end of the term. Notwithstanding, PTI reserves the right to discontinue the program at any time, in which case PTI will remove the equipment upon discontinuation.

2 The Term will commence on a mutually agreed upon date and will continue until completion of 2 loading and 2 regeneration cycles.

3 PTI shall at all times retain title of the AutoPilot equipment.

4 PTI will take an initial raw water sample and provide Customer bottles for periodic water sample collection from the AutoPilot sample valve. PTI will collect samples weekly for analysis and notify Customer when AutoPilot samples are required with 24-hour notice. Customer will provide access to PTI for all sample collections.

5 PTI will setup and maintain the equipment during the Term.

6 Customer will not make any modification, alteration or addition to the equipment. Customer will be responsible for all damages to the equipment due to any such modifications, alteration or additions, and all warranties shall become null and void.

7 PTI Makes No Warranty of any kind, express or implied, whether of merchantability or fitness for a particular purpose, against infringement or otherwise for the AutoPilot equipment.

8 PTI shall not be liable for any loss, damage, or expense of any kind or nature caused directly or indirectly by any equipment however arising.

9 PTI shall maintain insurances during the term for the AutoPilot equipment, provided however, that Customer shall bear all risks of loss and damage to the equipment by vandalism, theft or equivalent activity from any cause while at the designated site.

10 This contract or any modification thereof shall not be binding upon PTI until accepted on its behalf by an office or other authorized representative. In no case will commencement of performance hereunder prior to acceptance as stipulated above be construed as a waiver of this requirement.

11 PTI's waiver of any breach, or failure to enforce any of the terms and conditions of this contract at any time, shall not in any way affect, limit or waive PTI's right thereafter to enforce and compel strict compliance with every term and condition hereof.

12 This contract shall not be assigned in whole or in part by Customer without the written consent of PTI, which may be granted, denied or conditioned in PTI's sole discretion.

13 If pursuant to any federal, state or local law, regulation or ordinance PRI is required to incur any unforeseen expense or install any additional equipment or facilities in order to comply with governmental standards, and if the cost of such installation, in PTI's reasonable opinion, makes it uneconomical for PTI to continue with the contract, PTI may terminate this contract on prior written notice to Customer.

14 This contract shall be governed by and construed in accordance with the laws of the State of California applicable to contracts executed, delivered and performed entirely within that state, and shall bind and inure to the benefit of the executors, administrators, successors and assigns (where permitted) of the parties hereto. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15 Any provision of this contract which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this contract, all without invalidating the remaining provisions hereof.

16 As of the effective date hereof, this contract supersedes and discharges all previous contracts between the parties covering the equipment and services as specified herein, except as to amounts due or to become due from Customer thereunder, and constitutes the entire agreement between the parties hereto. There are no understandings or representations, express or implied, not expressly set forth herein and this contract shall not be modified, varied or supplemented by any course of dealing, usage of the trade or otherwise, except by a writing signed by the parties hereto. Unless otherwise expressly agreed to in writing by PTI, should the terms and conditions of any purchase order, sales contract or similar document issued by Customer contain language which conflicts in any way with the terms and conditions of this contract, the terms and conditions of this contract shall supersede and prevail over such contradictory language, regardless of the date.

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ABOUT PHIBRO TECH

Phibro-Tech Inc is a recycler that manufactures specialty chemicals and recycles permitted waste. Since 1984 Phibro-Tech has served the water treatment, electronics, and semi-conductor industries by taking in their used materials, recycling them, and using those materials to manufacture new products.

We provide superior chemistry for drinking water treatment and wastewater treatment industries. Our manufacturing facility in Santa Fe Springs is ISO 9001 and 14000 certified and our ferric chloride chemistries are NSF/ ANSI 60 Certified. We also regenerate ion exchange resin for drinking water and industrial applications.

We recycle over 60 million pounds per year of spent materials and have an excellent environmental track record. To maximize these services to our customers, we maintain our own comprehensive private transportation system, comprised of both rail capabilities and truck fleet.

We are fully insured with both general liability and Environmental Impairment Liability insurance. As one of the largest hydrometallurgical recyclers in North America, our plants are fully permitted at the federal, state, and local levels.

Phibro-Tech is a RCRA Part B hazardous waste treatment, storage, and disposal facility. We offer comprehensive support services through our on-site laboratory, environmental health and safety staff and highly experienced customer service and operations personnel.

Our Santa Fe Springs facility can accept waste delivered in any quantity and various packaging from small pails to drums, totes, vacuum trucks, and rail cars.

We understand you need a professional, integrated transportation, treatment, and disposal solution, and we have designed this project to meet those needs. Our best-in-class customer service leverages Phibro Tech's industry leading capabilities and will allow us to deliver the strongest solution available in the market today. We look forward to supporting you on this project.

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AutoPilot Hazardous Waste Composition (example)

EPA ID:
Generator Name:
Address:

Analysis:
Analyzed Date:
ERS Approval No.

Primary Contact:
Telephone:
Bill-To Name:
Generator Description: WASTEWATER WITH CHROME

Sample Date:
Expiration Date:

Status: A MMC: H010 Form: W113 Product: CR1

Generation Process: REGENERATION OF CHROMIUM Annual Quantity: 4000 OT

Composition: CHROME

DOT: RQ, NA3082, Hazardous waste, liquid, n.o.s. (wastewater, chrome), 9 , PGIII

Waste Codes: 135,D007,D010

Composition	Pre	Post	UM	Indicate	Method	Alternate Value
ACID NORMALITY						
ZINC	0	0	PPM			
ALUMINUM	.23	.17	PPM			
AMMONIA	0	0	%			
ANTIMONY	0	0	PPM			
ARSENIC	0	0	PPM			
BARIUM	.12	.08	PPM			
CADMIUM	0	0	PPM			
CHROMIUM	153	1.9	PPM			
COBALT	0	0	PPM			
COD	4920	7520	MG/L			
COPPER	0	0	PPM			
CYANIDES	0		PPM		NA	
HYDROGEN PEROXIDE	0		%		NA	
IRON	.02	569	PPM			
LEAD	.07	0	PPM			
NICKEL	0	0	PPM			
PH	8.38					
SELENIUM	6.6	.67	PPM			
SILVER	0	0	PPM			
SLUDGE		100	%			
SPECIFIC GRAVITY	1.092		SP.GR.			
TIN	.28	0	PPM			
TITANIUM	.04	0	PPM			
TOTAL TOXIC ORGANICS	0		PPM			
URANIUM	0		PPM			
VANADIUM	22.7	.34	PPM			

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AutoPilot Hazardous Waste Profile (example)

Status : Initialized

Corporate Office: Glengolnie Center East, 3rd Fl, 300 Frank W. Burr Blvd Ste 21, Teaneck, NJ 07666-6712 · (201) 329-7300
SEND SAMPLES TO: Phibro-Tech, Inc.
8851 Dice Road | Santa Fe Springs, California 90670 · (800) 777-1550

Re-profile Existing ERS No. (leave blank for initial)

PURCHASE ORDER #

FOR PHIBRO-TECH,INC USE ONLY

A. General Information:

Generator Name
Generator Site Address
City
ST
Zip
Generator Mailing Address:
City ST Zip
Phone No Fax No
Generator EPA ID Number
Generator Contact
Bill to Company
Bill to Contact
Bill to Address
Email (notification sent to this email)

B. Description of Waste:

Generator's Common Name of Waste: WASTEWATER WITH CHROME
Process Generating Waste: REGENERATION OF CHROMIUM

C. Manifest and Labeling Information:

RQ ☑ UN/NA No: NA3082
Proper DOT Shipping Name: HAZARDOUS WASTE LIQUID, N.O.S., (WASTEWATER, CHROME)

EPA Waste No
☐ D001 Ignitable – DOT Oxidizers ☐ D002 Corrosive ☐ D004 Arsenic
☐ D005 Barium ☐ D006 Cadmium ☑ D007 Chromium ☐ D008 Lead
☑ D010 Selenium ☐ D011 Silver
☐ F006 Wastewater Sludges

State Waste No: 135 Unspecified aqueous solutions
Haz Class: 9 PG: III

D. Characteristics of Waste:

Color: YELLOW Odor: MILD Specific Gravity@70 F: 1.0+
Flash Point: N/A Physical State at 70 F: Single Phase Liquid pH: 7
Comments:

E. Select Generic Waste Type that best describes Waste

Select

F. Metals Total PPM:

Ag Cr3+ Se
As Cr6+ Cu
Ba Hg Ni
Cd Pb Zn

%	Chemical Composition (constituents must add up to 100%)
2	CHLORIDES
1	CHROME
1	SULFATES
1	NITRATES
BAL	WATER

Phibro-Tech cannot process any waste that contains: PCB's, Cyanides, Pesticides, Phenolics or Dioxins .

G. Hazardous Characteristics:

Phibro-Tech cannot process any waste that has the characteristics of Infectious or Biological waste, Organic Toxicity, Radioactive, Explosive, Pyrophoric or shock reactivity.

H. Anticipated Annual Volume:

Quantity: 16,000 ○ One time only ◉ On-going
Container Type (Select all that apply)
Drum ☐ Tote ☐ Bulk ☑

I. Special Handling or Additional Information:

QUOTE#: CA5710005_013_013
COMPANY: City of Winters, CA., Well 7
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EMAIL: kristine.deguerre@cityofwinters.org

AUTOPILOT PRICING:

Description	Qty.	Unit	Unit Price	Extended
AutoPilot, 1 Well, 3 Month Program	1	Each	$60,000.00	$60,000.00

This quote is valid for 30 days. After expiration of this quote, the offer to perform services, and the prices, are subject to change or withdrawal. Payment terms are net 30 days.

The AutoPilot program will be billed over 2 invoices, each 50% of the total. The first invoice will bill upon installation of the AutoPilot unit at the customer site. The second invoice will be billed upon completion of the final report and waste profile.

For PTI

Jeremy Rosenfeld
Signature

____Jeremy Rosenfeld_____ 09/02/2025____
Name / Title Date

For City of Winters, CA.

_____
Signature

_____ _____
Name / Title Date

Thank you for this opportunity – Phibro-Tech appreciates your interest in our services. I believe this quotation meets your specifications but please contact me if you have any questions.

JEREMY ROSENFELD
PHIBRO-TECH, INC, REGIONAL SALES MANAGER
CELL: (562) 783-1202.
JEREMY.ROSENFELD@PAHC.COM

Document: Risk Assessment and Methods Statement (RAMS)
Customer:
Well(s):
Rev:

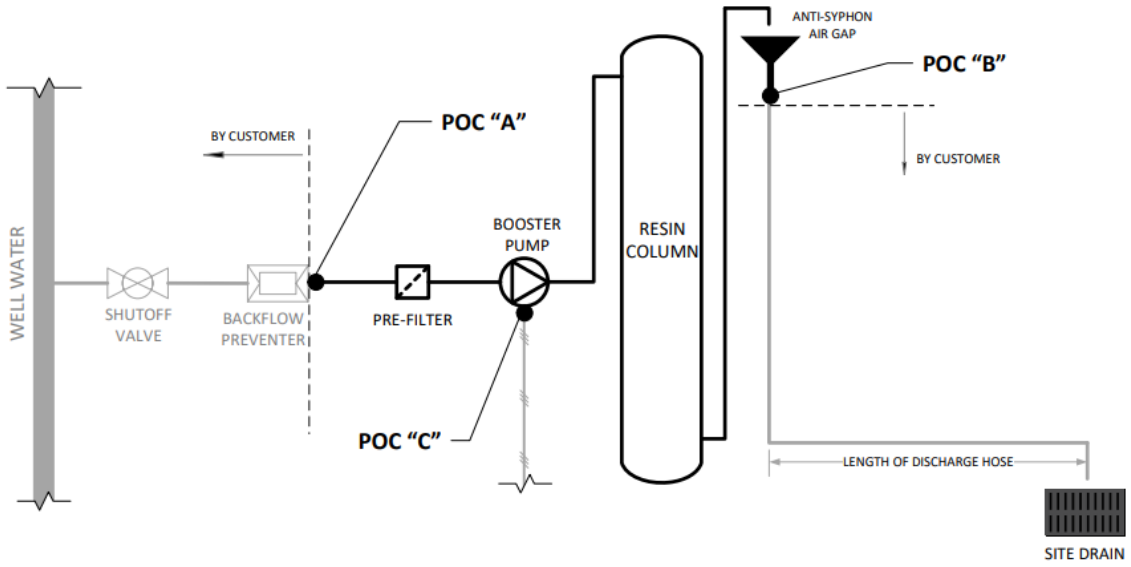
Site Survey

The following details were finalized after the Phibro-Tech site survey:

Pilot Parameter	Assessment and Action
Feed Pressure	Confirmed at 10 psi. PTI to provide booster pump.
Chlorination	Sample port prior to chlorination.
Effluent Management	Storm sewer location allows for gravity drain following AutoPilot anti-siphon and air gap.
Site Power	110 VAC power available in utility shed for eDM unit.
Power Supply Location	Power supply is less than 50 ft from Autopilot.
Vehicle Access	Excellent access and short lift travel.
Site Contact	Confirm prior to each site visit.
Peaking	No concerns identified.
Schedule	Pilot resin depth and flow set at Accelerated.

Pilot Setup

Process Flow Diagram

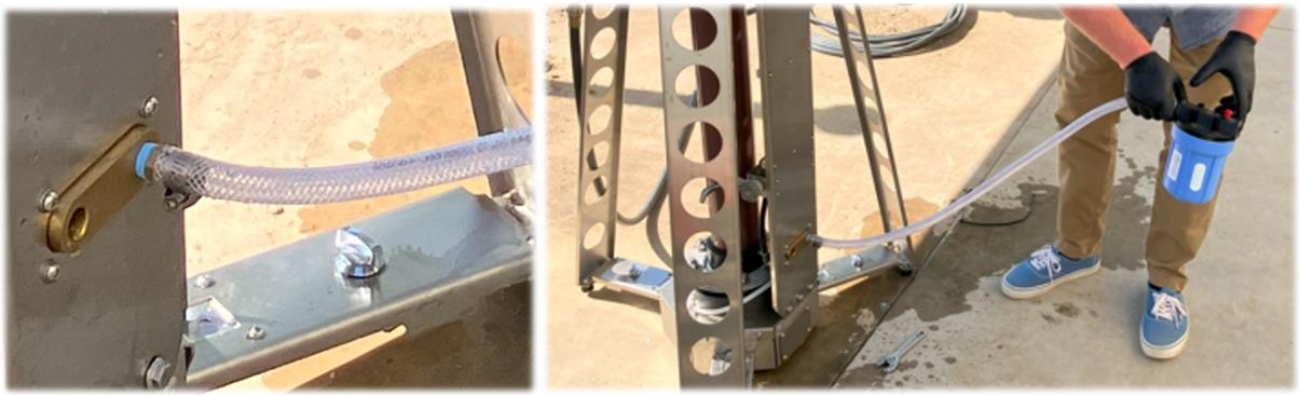


Connections Table

Type	Specification	Responsibility
Valving	Isolation Valve, Backflow Preventer	Customer
Well Water (POC “A”)	½” Female NPT	Customer
Filters	5 Micron Pre-Filter	PTI
AutoPilot Skid	3/8” Female NPT In/Out	PTI
Anti-Syphon Device	1” Air Gap	PTI
Drain Hose (POC “B”)	1” I.D. Hose	Customer
Booster Pump Power Source (POC ”C”)	110 VAC (3-pronged plug)	Customer

Notes:

1. As much as possible, installation location of AutoPilot shall limit direct exposure to the sun to avoid algae growth.
2. Customer is responsible for protection of all hoses (eg. traffic).



AutoPilot Inlet

AutoPilot Location

The AutoPilot will be installed on gravel, as close to the raw water sampling point as possible. The Customer will provide a shade cover. The power supply is available in the utility shed for the eDM and booster pump.





AutoPilot effluent will go to the existing storm sewer connection.





Onsite Work Plan and Responsibility Matrix

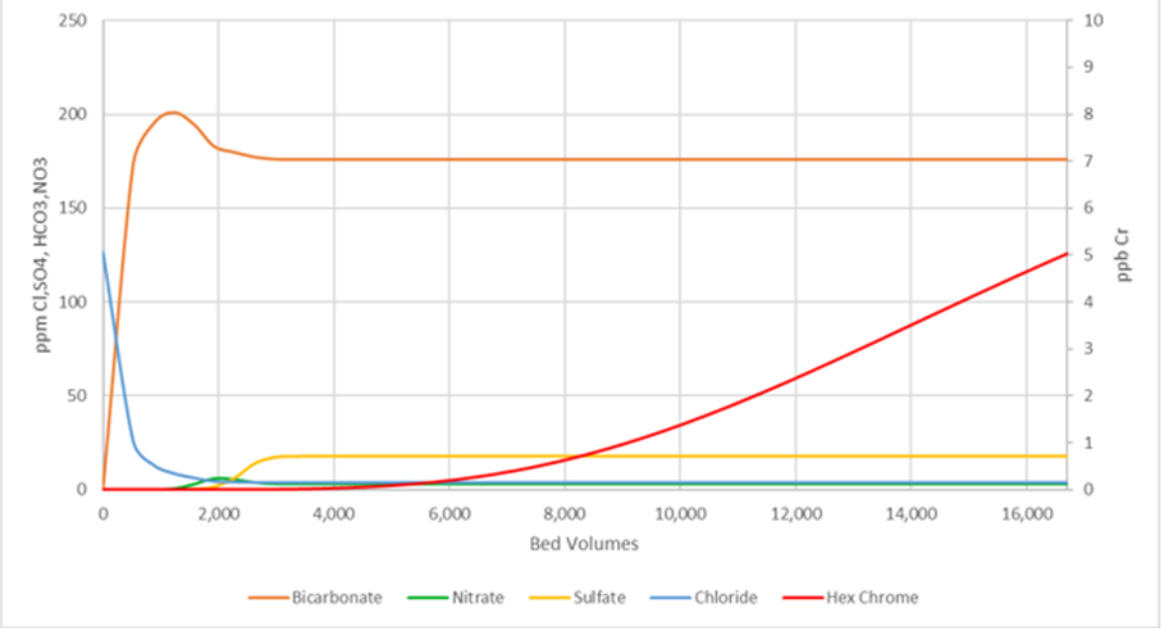
Customer to confirm actions are complete before pilot mobilization.

Task	Responsibility
AutoPilot Installation and Commissioning – 1st Loading	
Manual valve and backflow preventer according to connection table installed on water pipe.	Customer
Hose length from pilot location to discharge location.	Customer
Shade structure in place	Customer
Hose Protections in place	Customer
Pre-filter, booster pump.	PTI
Deliver AutoPilot preloaded with resin and unchlorinated water, assemble, and connect to Customer supplied connections.	PTI
Establish target water flow rate through the pilot per sampling plan.	PTI
Confirm anti-siphon gap is properly set and that effluent drains unrestricted.	PTI
Setup eDM and connect power	PTI / Customer
Test and validate AutoPilot to eDM, and eDM to remote cellular data communications between Phibro Tech and Customer to ensure samples are properly collected at the BV's listed on the sampling plan	PTI
Perform initial sampling according to Sampling Plan	PTI
Review sample procedure and Sampling Plan with Customer	PTI/Customer
AutoPilot Offsite Regeneration – 1st Regeneration	
Decommission AutoPilot after 1st Loading complete per sampling plan and perform offsite regeneration.	PTI
AutoPilot Installation and Commissioning – 2nd Loading	
AutoPilot delivery and re-connection	PTI
Re-Establish target water flow rate through the pilot per sampling plan.	PTI
Confirm anti-siphon gap is properly set and that effluent drains unrestricted	PTI
Re-confirm data communications of AutoPilot and eDM	PTI
Perform initial sampling according to Sampling Plan	PTI
Review Sampling Plan with Customer	PTI/Customer
AutoPilot Demobilization and Report	
Decommission AutoPilot after 2nd Loading complete per sampling plan and perform offsite regeneration.	PTI

Pilot Sampling Plan

Ecolab Resin Loading Projection

Resin breakthrough to 5 ppb of hexavalent chromium is projected at 16,650 bed volumes.



Sample Plan

Projected Breakthrough	16,650	BV
Expected well utilization	50.0%	
2nd Loading Factor	5%	
Flow Rate	1.5	gpm
Bed Volume	1.0	gallons
Bed Volume	0.13	ft3
BV/Day at 100% utilization	2,160	BV/day
1 Loading at 100% utilization.	8	days
1 Loading at expected utilization.	30	days
Regeneration Cycle Time	7	days
Total Project Time	40	days
Total raw water first loading	16,650	gallons
Total raw water 2nd loading	19,980	gallons
Total raw water	36,630	gallons

Customer Sample Requirements	17	samples

1st Loading Samples		BV	Gallons	Projected Run Time		Sample Pull
1	Raw Water Source (Temp./pH of sample)	0	0	0	minutes	PTI
2	Quality Check	5	5	3.3	minutes	PTI
3	60%	9,990	9,990	111	hours	Customer
4	80%	13,320	13,320	148	hours	Customer
5	90%	14,985	14,985	167	hours	Customer
6	100%	16,650	16,650	185	hours	Customer

2nd Loading Samples		BV	Gallons	Projected Run Time		Sample Pull
1	Raw Water Source (Temp./pH of sample)	0	0	0	minutes	PTI
2	Corrosivity	1	1	0.7	minutes	PTI
3	Quality Check	5	5	3.3	minutes	PTI
4	Corrosivity	5	5	3.3	minutes	PTI
5	Corrosivity	20	20	13	minutes	PTI
6	Corrosivity	50	50	33	minutes	PTI
7	50%	8,325	8,325	93	hours	Customer
8	Corrosivity 50%	8,325	8,325	93	hours	Customer
9	72%	11,988	11,988	133	hours	Customer
10	78%	12,987	12,987	144	hours	Customer
11	84%	13,986	13,986	155	hours	Customer
12	90%	14,985	14,985	167	hours	Customer
13	Corrosivity 90%	14,985	14,985	167	hours	Customer
14	96%	15,984	15,984	178	hours	Customer
15	102%	16,983	16,983	189	hours	Customer
16	108%	17,982	17,982	200	hours	Customer
17	114%	18,981	18,981	211	hours	Customer
18	120%	19,980	19,980	222	hours	Customer
19	Corrosivity 120%	19,980	19,980	222	hours	Customer

Sample Notes

1. Phibro-Tech to ensure all Phibro-Tech pulled samples are stored in a cooler or refrigerator and transported in a timely manner to Weck Laboratory.
    a. Raw water: – pH, Conductivity, Temperature
        EPA 160.2 – Total suspended solids
        EPA 200.8 – Manganese (Mn), Sodium (Na), Potassium (K), Magnesium (Mg), Iron (Fe), Calcium (Ca), (TDM) Total and Dissolved Metals
        EPA SM4500-OG - Dissolved Oxygen
        EPA 200.8 – Arsenic (As)
        EPA 218.7 – Hexavalent Chromium (CrVI)
        EPA 300.0 – Fluoride, Nitrates, Chloride, Sulfates, Phosphates (F, N, Cl, SO4, PO4)
        EPA SM2540C – Total Dissolved Solids (TDS)
        EPA 1664 – Total oil and grease
        EPA 2320B – Alkalinity w/ Bicarbonates (CaCO3)
    b. Quality Check:
        Method: 218.7 - Hexavalent Chromium (CrVI)
            EPA SM9223B – Bacteria/Coliform Testing
    c. Corrosivity: pH, Conductivity, LSI, CCPP
        EPA SM4500-OG - Dissolved Oxygen
        EPA 200.8 – Manganese (Mn), Sodium (Na), Potassium (K), Magnesium (Mg), Iron (Fe), Calcium (Ca), (TDM) Total and Dissolved Metals
        EPA SM2540C – Total Dissolved Solids (TDS)
        EPA 300.0 – Fluoride, Nitrates, Chloride, Sulfates, Phosphates (F, N, Cl, SO4, PO4)
        EPA 2320B – Alkalinity w/ Bicarbonates (CaCO3)
2. Phibro-Tech to supply the customer with labeled sample bottles and a cooler through Weck laboratory.
3. When the Autopilot shut off valve engages, open water sample port valve and flush for 5 minutes to clear the line and then pull sample. Opening the water sample valve will automatically disengage the sample auto valve and continue to let water flow through the AutoPilot.
4. Customer to ensure the following samples are pulled and stored in a cooler or refrigerator and transported to Weck Laboratory before the end of the day:
    a. Chromium Method: 218.7 - Chromium, Hexavalent (Ion Chromatography) with a total hold time including lab lead time of 14 days.
    b. Corrosivity 50%, 90%, 120%
        pH, Conductivity, LSI, CCPP

EPA SM4500-OG - Dissolved Oxygen
EPA 200.8 – Manganese (Mn), Sodium (Na), Potassium (K), Magnesium (Mg), Iron (Fe), Calcium (Ca), (TDM) Total and Dissolved Metals
EPA SM2540C – Total Dissolved Solids (TDS)
EPA 300.0 – Fluoride, Nitrates, Chloride, Sulfates, Phosphates (F, N, Cl, SO4, PO4)
EPA 2320B – Alkalinity w/ Bicarbonates (CaCO3)

Attachments

1. 5-micron Pre Filter Cartridge and Housing Data Sheet
2. datumpin eDM Data Sheet
3. Booster pump cut sheet
4. datumpin AutoPilot Gen 1 data sheet
5. AutoPilot operation data sheet

Approvals

Phibro-Tech Approval

Name:	Jonas Presendieu
Title:	Quality Engineer
Mobile:	(562) 774-4734
Email:	jonas.presendieu@pahc.com
Signature:	Jonas Presendieu
Date:	21 JULY 2025

Customer Approval

Name:	
Title:	
Mobile:	
Email:	
Signature:	
Date:	

Attachment C: Fee Estimate

Proposal Fee Estimate

ATTACHMENT C

Kennedy Jenks

CLIENT Name: City of Winters

PROJECT Description: Preliminary Design Report for Well 8 Cr(VI) Treatment

Proposal/Job Number: B200712*35575 **Date:** 3/2/2026

January 1, 2026 Rates Classification:	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-8	Eng-Sci-3	Sr. CAD-Design	Project Assistant	Total	KJ Labor	KJ Comm Charge	Sub PTI with Chart Water and Datumpin	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	**$340**	**$315**	**$290**	**$340**	**$230**	**$210**	**$145**	**Hours**	**Fees**	**4%**	**Fees**	**10%**	**Fees**	**10%**			**Fees**
Task 1 -Project Management																	
1.1 Project Coordination including 3 check in meetings with 3 KJ staff								0	$0	$0		$0		$0	$0	$0	$0
*Project Setup/Closeout	1	2	2				4	9	$2,130	$85		$0		$0	$2,215	$0	$2,215
*11-Week PM activities (monitor budget/schedule/work), 1 hour per week		11						11	$3,465	$139		$0		$0	$3,604	$0	$3,604
*Invoices (4)		4					4	8	$1,840	$74		$0		$0	$1,914	$0	$1,914
*Check-In Meetings (3), Three KJ Staff	3	3	3					9	$2,835	$113		$0		$0	$2,948	$0	$2,948
*Coordination Activities		4	4					8	$2,420	$97		$0		$0	$2,517	$0	$2,517
1.2 QA/QC								0	$0	$0		$0		$0	$0	$0	$0
*C&CR	1	2	4	1	1		1	10	$2,845	$114		$0		$0	$2,959	$0	$2,959
*QC Reviews	3	3		2				8	$2,645	$106		$0		$0	$2,751	$0	$2,751
Task 1 - Subtotal	8	29	13	3	1	0	9	63	$18,180	$727	$0	$0	$0	$0	$18,907	$0	$18,907
Task 2 - Preliminary Design Report																	
2.1 Well Data Review and Technical Analysis (within BAR)								0	$0	$0		$0		$0	$0	$0	$0
*Review and Summarize Existing Data	2	2	8		12			24	$6,390	$256		$0		$0	$6,646	$0	$6,646
*Deliverables (Treatment design criteria and system operational assumptions)	1	1	4		6			12	$3,195	$128		$0		$0	$3,323	$0	$3,323
2.2 Preliminary Equipment Layout and Site Access Evalution								0	$0	$0		$0		$0	$0	$0	$0
*Coordination Calls (2)	2	2	2		2			8	$2,350	$94		$0		$0	$2,444	$0	$2,444
*Site visit (within BAR)		6	6					12	$3,630	$145		$0	$200	$20	$3,775	$220	$3,995
*Deliverable: Work with PTI to develop layout of equipment and trucking access		2	8		12	8		30	$7,390	$296		$0		$0	$7,686	$0	$7,686
2.3 Preliminary Design and Cost Evaluation								0	$0	$0		$0		$0	$0	$0	$0
*Deliverable: Conceptual PFD	1	1	8		12	8		30	$7,415	$297		$0		$0	$7,712	$0	$7,712
*Deliverable: Class 5 Estimate	1	1	16		8			26	$7,135	$285		$0		$0	$7,420	$0	$7,420
*Deliverable: Documentation of permitting considerations and risks	2	2	8		4			16	$4,550	$182		$0		$0	$4,732	$0	$4,732
2.4 Draft PDR								0	$0	$0		$0		$0	$0	$0	$0
*Deliverable: Text	2	4	20		24		4	54	$13,840	$554		$0		$0	$14,394	$0	$14,394
*Deliverable: Drawings (3) and Sheet List	1	1	8		12	12		34	$8,255	$330		$0		$0	$8,585	$0	$8,585
*Review Meeting to Discuss Draft PDR (1 hour)	1	1	2		2			6	$1,695	$68		$0		$0	$1,763	$0	$1,763
2.5 Final PDR								0	$0	$0		$0		$0	$0	$0	$0
*Review Meeting to Discuss City Comments	1	1	2		2			6	$1,695	$68		$0		$0	$1,763	$0	$1,763
*Incorporate Agreed Upon Revisions	1	1	4		8	4		18	$4,495	$180		$0		$0	$4,675	$0	$4,675
*Deliverable: Finalize PDR	1	2	4		4		4	15	$3,630	$145		$0		$0	$3,775	$0	$3,775
*City Council Attendance (Sachi), Prepare Brief Presentation	8		4		8		4	24	$6,300	$252		$0	$200	$20	$6,552	$220	$6,772
Task 2 - Subtotal	24	27	104	0	116	32	12	315	$81,965	$3,279	$0	$0	$400	$40	$85,244	$440	$85,684
Tasks 1-2 Subtotal	32	56	117	3	117	32	21	378	$100,145	$4,006	$0	$0	$400	$40	$104,151	$440	$104,591

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Proposal Fee Estimate

ATTACHMENT C

Kennedy Jenks

CLIENT Name: City of Winters

PROJECT Description: Preliminary Design Report for Well 8 Cr(VI) Treatment

Proposal/Job Number: B200712*35575 **Date:** 3/2/2026

January 1, 2026 Rates Classification:	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-8	Eng-Sci-3	Sr. CAD-Design	Project Assistant	Total	KJ Labor	KJ Comm Charge	Sub PTI with Chart Water and Datumpin	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	**$340**	**$315**	**$290**	**$340**	**$230**	**$210**	**$145**	**Hours**	**Fees**	**4%**	**Fees**	**10%**	**Fees**	**10%**			**Fees**
Task 3 : Optional Services																	
3.1 Funding Assistance and Grant Support	2	2	4		9		2	19	$4,808	$192		$0		$0	$5,000	$0	$5,000
3.2 ChartWater/PTI Preliminary Support Services	2	2	4		4			12	$3,390	$136	$9,000	$900		$0	$3,526	$0	$13,426
3.3 Well 7 Cr (VI) Treatment Pilot (KJ support and pilot plan/report review time included)	2	6	12	10	12			42	$12,210	$488	$60,000	$6,000	$400	$40	$12,698	$440	$79,138
3.4 Well 8 Site Operations Plan	1	2	4		6			13	$3,510	$140	$40,000	$4,000		$0	$3,650	$0	$47,650
3.5 Other Optional Services								0	$0	$0		$0		$0	$0	$0	$0
Optional Task 3 - Subtotal	7	12	24	10	31	0	2	86	$23,918	$957	$109,000	$10,900	$400	$40	$24,874	$440	$145,214
All Tasks Total	**39**	**68**	**141**	**13**	**148**	**32**	**23**	**464**	**$124,063**	**$4,963**	**$109,000**	**$10,900**	**$800**	**$80**	**$129,025**	**$880**	**$249,805**
2.1 Well Data Review and Technical Analysis (within BAR)	3	3	12	0	18	0	0	36	$9,585	$383	$0	$0	$0	$0	$9,968	$0	$9,968
2.2 Site Visit only (within BAR)	0	6	6	0	0	0	0	12	$3,630	$145	$0	$0	$200	$20	$3,775	$220	$3,995
City Council Meeting Support and Initial Project Coordination	9	3		2	2		3	19	$5,580	$223		$0	$212	$21	$5,580	$233	$6,036
2/4/26 Budget Amendment Request Total	12	12	18	2	20	0	3	67	$18,795	$752	$0	$0	$412	$41	$19,324	$453	$20,000
Total Proposal Budget	**27**	**56**	**123**	**11**	**128**	**32**	**20**	**397**	**$105,268**	**$4,211**	**$109,000**	**$10,900**	**$388**	**$39**	**$109,701**	**$427**	**$229,805**

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Attachment D: 2026 Schedule of Charges

Client/Address: City of Winters
318 First Steet
Winters, CA 95694

Contract/Proposal Date: 2 March 2026

Schedule of Charges

January 1, 2026

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	$170
Engineer-Scientist-Specialist 2	$200
Engineer-Scientist-Specialist 3	$230
Engineer-Scientist-Specialist 4	$250
Engineer-Scientist-Specialist 5	$270
Engineer-Scientist-Specialist 6	$290
Engineer-Scientist-Specialist 7	$315
Engineer-Scientist-Specialist 8	$340
Engineer-Scientist-Specialist 9	$360
Senior CAD-Designer	$210
CAD-Designer	$200
Senior CAD-Technician	$195
CAD-Technician	$180
Project Assistant	$145
Administrative Assistant	$135

In addition to the above Hourly Rates, a four percent Communications Charge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
b. Consultants, soils engineers, surveyors, contractors, and other outside services.
c. Rented vehicles, local public transportation and taxis, travel and subsistence.
d. Project specific telecommunications and delivery charges.
e. Special fees, insurance, permits, and licenses applicable to the work.
f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2026 through December 31, 2026. After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: March 17, 2026

THROUGH: Jeremy Craig, City Manager

FROM: Alan Mitchell, P.E., Contract City Engineer

SUBJECT: Task Order #26-01 for the On-call Transportation Engineering Services Contract with Fehr & Peers

RECOMMENDATION:
Staff recommends the City Council approve Resolution 2026-09, authorizing the City Manager to execute Task Order #26-01 in the not-to-exceed amount of Twenty-Seven-Thousand dollars ($27,000) under the on-call contract with Fehr & Peers, for transportation engineering services.

BACKGROUND:
On February 3, 2026, City Council approved an on-call agreement with Fehr & Peers, for transportation engineering services. The executed Agreement stipulates such services will be approved under a Task Order approved by the City and Consultant. The City Engineer has prepared Task Order #26-01 for review and approval.

DISCUSSION:
A potential new development project is under review by the city, which would replace the previous Grocery Outlet project. That project was withdrawn by the applicant.

The new project will include a grocery store and a separate drive-thru element, on the southeast corner of E. Main St. and Grant Ave. The project differs from the previous project with a larger grocery store, a quick-service drive-thru, and an extension of E. Baker to tie into PG&E Way. These changes require a new traffic analysis to augment the one prepared for Grocery Outlet.

Fehr & Peers submitted a scope and fee proposal, dated February 23, 2026, which was

reviewed by the city and the applicant. Task Order #26-01 will authorize the work, which includes:
1) revision to the traffic operations analysis in the Winters Grocery Outlet Project Transportation Study (Fehr & Peers, December 2021) to account for a larger proposed grocery store (31,000 square feet), the addition of a proposed 3,800 square-foot quick-service restaurant with drive-through lane, recent growth in traffic volumes on E. Grant Avenue, and updates to other approved projects in the City of Winters, and

2) revision of the site access/circulation evaluation to account for new site plan, modified proposed driveways and turning movements, and the extension of E. Baker Street east to PG&E Way.

The analysis is required for the project to comply with CEQA. Therefore, staff recommends the City Council approve the Task Order.

FISCAL IMPACT:

The estimated not-to-exceed fee for Task Order #26-01 is $27,000, which will be funded by the applicant. The Task Order will not be executed until the city has received the applicant's deposit. No general fund money will be used.

ATTACHMENTS:

1. Exhibit A - Resolution No. 2026-09
2. Exhibit B – Task Order #26-01

EXHIBIT A

RESOLUTION NO. 2026-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER #26-01 IN THE AMOUNT OF $27,000 UNDER THE ON-CALL CONTRACT WITH FEHR & PEERS

WHEREAS the City's General Plan requires that project level engineering studies for transportation be performed to confirm existing conditions and to identify infrastructure improvements required; and

WHEREAS on February 3, 2026, the City approved a contract with Fehr & Peers (F&P) for on-call traffic engineering services; and

WHEREAS over the term of the Agreement, F&P will provide traffic analysis for development projects; and

WHEREAS a potential new development project (grocery) is under review by the city, which would replace the previous Grocery Outlet project, on the southeast corner of E. Main and Grant; and

WHEREAS the grocery project differs from what was previously analyzed and a new traffic analysis is required to augment the one prepared for Grocery Outlet; and

WHEREAS F&P submitted a scope and fee proposal, dated February 23, 2026, which was reviewed by the city and the applicant, and is included in Task Order #26-01.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Winters authorizes the City Manager to execute Task Order #26-01 in the amount of $27,000, under the on-call contract with Fehr & Peers, for transportation engineering services.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 17th day of March 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

EXHIBIT B

City of Winters
On-Call Transportation Engineering Services
(Fehr & Peers)

TASK ORDER

Date: March 17, 2026

Consultant: Fehr & Peers **Task Order #26-01**

Project: New Grocery and Drive-Thru at E Main and Grant

To: David Manciati, Fehr & Peers

From: City Engineer, City of Winters

Fehr & Peers (F&P) is hereby authorized to proceed with the services described in the attached Proposal, dated February 23, 2026, in accordance with the executed Consultant Services Agreement, dated January 20, 2026, and this Task Order.

Scope and Cost: Services shall be in accordance with the attached Proposal dated February 23, 2026. The fee shall not exceed Twenty-Seven-Thousand dollars ($27,000) without written approval by the City.

Authorized By: _____
City of Winters Representative

Accepted By: _____
Consultant

Fehr & Peers

February 23, 2026

Alan Mitchell
City of Winters
318 First Street
Winters, CA 95694

Subject: **Proposal to Prepare a Revised Traffic Operations Study for the Proposed Grocery Store Project in the City of Winters, CA**

Dear Mr. Mitchell:

We appreciate the opportunity to assist you in preparing a revised traffic operations study for the referenced project to be located on the southeast corner of the E. Grant Avenue/E. Main Street intersection in the City of Winters. This effort will include the following components:

- Revision to the traffic operations analysis in the *Winters Grocery Outlet Project Transportation Study* (Fehr & Peers, December 2021) to account for a larger proposed grocery store (31,000 square feet), the addition of a proposed 3,800 square-foot quick-service restaurant with drive-through lane, recent growth in traffic volumes on E. Grant Avenue, and updates to other approved projects in the City of Winters.
- Revision of the site access/circulation evaluation to account for new site plan, modified proposed driveways and turning movements, and the extension of E. Baker Street east to PG&E Way.

Our proposed scope of work, schedule, and fee estimate are described beginning on the following page. This scope of work is based on correspondence between Fehr & Peers, the project team, and the City, as well as our knowledge of the study area and experience working on the original Grocery Outlet traffic study. Prior to initiation of work, we will review the enclosed work plan with the City and modify as directed.

Task 1 – Travel Demand Forecasting

Fehr & Peers will obtain the latest project description and site plan (preferably in CAD) from the applicant.

Fehr & Peers will prepare AM and PM peak hour intersection turning movement forecasts for the following ten study intersections under Existing Plus Approved Projects (EPAP) and EPAP Plus Project conditions:

1. E. Grant Avenue / Morgan Street
2. E. Grant Avenue / E. Main Street
3. E. Grant Avenue / McClish Lane
4. E. Grant Avenue / Timber Crest Road / PG&E Way
5. E. Grant Avenue / Matsumoto Lane / County Road 90
6. E. Grant Avenue / I-505 Southbound Ramps
7. E. Grant Avenue / I-505 Northbound Ramps
8. E. Grant Avenue / North Project Driveway
9. E. Main Street / West Project Driveway
10. S. Baker Street / South Project Driveway

The 2021 *Grocery Outlet* study did not include data collection on E. Baker Street since the extension of E. Baker Street was not previously proposed. Therefore, to improve the accuracy of the operations analysis, Fehr & Peers will retain a third-party data vendor to collect weekday turn movement traffic counts at the E. Main Street/E. Baker Street intersection. The traffic data will be collected on a single weekday during the AM (6-9) and PM (3-6) peak periods, and will include vehicles, bicyclists, pedestrians, and trucks. Fehr & Peers will use the new traffic counts to develop forecasts for intersections #9-10. Additionally, Fehr & Peers will reuse 2023 traffic data at intersections #1, 2, and 4 from the Farmstead project and 2025 traffic data at intersections #5-7 from the Kiewit project to develop forecasts for intersection #8.

Fehr & Peers recently developed EPAP forecasts for the proposed Kiewit project. We will use those travel demand model runs to develop EPAP forecasts for the study intersections. We will confirm with City staff if any additional approved pending or under construction development projects elsewhere in the City (i.e., "Approved Projects") should be included in the EPAP scenario.

EPAP Plus Project forecasts will be developed by incorporating the proposed project land use and driveways into the EPAP version of the travel demand model. The forecasts at driveway intersections will be adjusted to account for pass-by trips to each of the proposed uses (i.e., the quick-service drive-through restaurant and grocery store).

Task 2 – Traffic Operations Analysis

Fehr & Peers will conduct AM and PM peak hour intersection operations analysis at the ten study intersections for the following scenarios:

- EPAP No Project conditions
- EPAP Plus Project conditions

Intersection capacity will be analyzed using the Synchro traffic analysis software, which provides average control delay and level of service performance measures consistent with the Highway Capacity Manual, 7th Edition procedures. Fehr & Peers will conduct a peak hour site visit to observe travel behavior and to observe queuing for critical turn movements. We will also confirm posted speed limits, lane configurations, traffic control devices, and record other relevant roadway and land use conditions. We will use the project analysis files developed for the previous *Grocery Outlet* study as a starting point and revise lane geometrics and signal timings based on field observations and changes implemented since 2021. Fehr & Peers will request signal timing plans from City staff and Caltrans for the signalized study intersections (i.e., intersections #4-5 and 7).

Peak hour operations for each study intersection will be reported in terms of delay and LOS. Intersection LOS will be compared to the adopted City LOS standard (maintain LOS D or better).

Peak hour signal warrant analysis will be conducted for each unsignalized study intersection.

Task 3 – Site Access & Circulation

Fehr & Peers will evaluate proposed site access and circulation, including the following:

- Project driveway placement relative to planned E. Grant Avenue/E. Main Street signal
- Project driveway width, throat depth, and permitted turning movements
- Eastbound left-turn ingress from E. Baker Street
- Right-turn ingress at three project driveways
- Westbound left-turn queuing at E. Grant Avenue/PG&E Way
- Adequacy of vehicle sight distance at project driveways
- Delivery truck access and circulation
- General on-site circulation and pedestrian/bicycle linkages

Fehr & Peers will identify potential on- and off-site transportation modifications needed to address project-related effects to traffic operations and/or access and circulation, as well as improvement timing.

Task 4 – Documentation & Meetings

Fehr & Peers will prepare a draft technical memorandum summarizing Tasks 1 through 3 above. After receipt of one consolidated set of comments on the draft technical memorandum, Fehr & Peers will prepare a final technical memorandum.

Fehr & Peers has budgeted to participate in up to two conference calls over the course of this study. Additional meetings will be charged for an additional fee on a time and materials basis.

Excluded from this Scope of Work:

- Any CEQA-related analysis.
- Parking supply/demand analysis.
- Analysis of drive-through queuing
- Safety analysis (beyond sight distance evaluation).
- Any study facilities beyond those listed herein.
- Cumulative year analysis.
- Analysis of potential uses on and reciprocal access to adjacent property.

SCHEDULE AND FEE

Fehr & Peers will perform this work on a time and materials basis for a fee not to exceed $27,000 as shown in the table below. We will submit the draft technical memorandum within seven weeks of receiving written notice-to-proceed.

Tasks	Principal $295 /hr	Project Manager $215 /hr	Senior Engineer/ Planner $180 /hr	Engineer/ Planner $165 /hr	Graphics $160 /hr	Admin. $165 /hr	Labor Hours	Total
1. Travel Demand Forecasting	2	8		20	8	5	43	$7,715
2. Traffic Operations Analysis	1	8		24		3	36	$6,470
3. Site Access & Circulation	1	4	16	12		3	36	$6,510
4. Documentation & Meetings	2	14		2	4	2	24	$4,900
							Labor Cost	**$25,595**
							Traffic counts	**$420**
							Security & Technology Fee	**$985**
							Total Cost	**$27,000**

We appreciate the opportunity to submit this proposal. Please call David Manciati at 916-262-7391 if you have any questions or need additional information.

Sincerely,

FEHR & PEERS

David Manciati, TE
Associate

Bob Grandy, TE
Regional Principal-in-Charge

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: March 17, 2026

THROUGH: Jeremy Craig, City Manager

FROM: Alan Mitchell, Contract City Engineer

SUBJECT: Authorized Representative Resolution Related to State Water Resources Control Board Financing for Hexavalent Chromium Implementation Plan

RECOMMENDATION:
Adopt Resolution 2026-17 authorizing the City Manager to sign and file, for and on behalf of the City, a financial assistance application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Hexavalent Chromium 6 Implementation Plan

BACKGROUND:
On April 17, 2024, the California State Water Resources Control Board (SWRCB) adopted a new Maximum Contaminant Level (MCL) of 10 parts per billion (ppb) for hexavalent chromium (chromium-6) in drinking water, effective October 1, 2024. This represents a reduction from the previous total chromium standard of 50 ppb. As a public water system with 1,000 to 9,999 service connections, the City of Winters is required to achieve compliance within three years of the effective date.

Preliminary engineering estimates indicate that Phase 1 of the necessary treatment improvements to our municipal wells will cost between $15 million and $20 million. The City does not currently maintain sufficient reserves in its water enterprise fund to absorb an expenditure of this magnitude. The City is seeking financial assistance from the SWRCB's Drinking Water State Revolving Fund (DWSRF).

DISCUSSION:
This action does not obligate the City to enter into a funding agreement, but rather, it is

required to apply for DWSRF financing.

FISCAL IMPACT:
None

ATTACHMENT(S):
1. Exhibit A - Resolution 2026-17 Authorized Representative

EXHIBIT "A"
AUTHORIZED REPRESENTATIVE RESOLUTION

RESOLUTION 2026-17

AUTHORIZING THE CITY MANAGER TO SIGN AND FILE, FOR AND ON BEHALF OF THE CITY OF WINTERS, A FINANCIAL ASSISTANCE APPLICATION FOR A FINANCING AGREEMENT FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF THE CITY OF WINTERS - HEXAVALENT CHROMIUM (CR6) IMPLEMENTATION PLAN

WHEREAS, The City Manager ("Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the City of Winters, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the City of Winters – Hexavalent Chromium (Cr6) 2025 Implementation Plan (the "Project").

WHEREAS, This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Winters does hereby authorize the City Manager, or his/her designee ("Authorized Representative") to represent the City of Winters in carrying out the City of Winters' responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City of Winters and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the City Council, City of Winters, on the 17th day of March 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____
Albert Vallecillo, Mayor

_____
Jeremy Craig, City Clerk

Minutes of the Regular Council Meeting Held March 3, 2026

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

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

Absent: None

Staff: City Manager Jeremy Craig, Contract Building Official Kale Graham, Assistant City Attorney Brian Hughes, Police Chief John Miller, Fire Chief Jack Synder, Deputy City Clerk Zorina Treat.

PLEDGE OF ALLEGIANCE

Sonora Slater led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Motion by Council Member Scianna, seconded by Mayor Pro Tem Biasi, to approve the agenda as presented. 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 Winters Police Department 2025 Officer of the Year

The item was continued to a future meeting.

1.B. Proclamation Recognizing the Month of March as Women's History Month

Council Member Loren introduced a Proclamation designating March as Women's History Month.

1.C. Presentation of Homeowners Insurance updates for the City of Winters by the California Department of Insurance.

Durriya Syed, Outreach Specialist with the California Department of Insurance, provided an overview of the current homeowners insurance landscape in California and shared information on available resources and guidance for residents.

PUBLIC COMMENT (Items not on the agenda)

Mark Wilson provided public comment.

CONSENT CALENDAR

3.A. Minutes of the Regular City Council Meeting February 17, 2026

3.B. Street Closure Requests for Spring Festival (March 27&28) and Youth Day (April 25th)

3.C. Approval of Resolution 2026-15 Implementation of the Fire Recovery USA Emergency Incident Recovery Program

Motion by Council Member Scianna, seconded by Council Member Casavecchia to approve the Consent Calendar as presented. 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

PUBLIC HEARINGS

4.A. First Reading of Ordinance 2026-01 Repealing and Recasting Title 8 Chapter 8.12 Weed and Rubbish Abatement.

Fire Chief Snyder introduced the ordinance revisions, which clarify definitions, enforcement procedures, and vegetation management standards. The updates address year-round complaint driven enforcement, defensible space and fuel clearance requirements, and notification procedures for property owners.

Public hearing opened at 7:36 PM.

Tina Lowden, Mark Wilson and Kate Laddish provide public comment.

Public hearing closed at 7:43 PM.

The ordinance was introduced for its first reading and will return to the Council on the March 17 agenda for a second reading and consideration of adoption.

4.B. 2025 NOFA CDBG Senior Center Public Hearing

City Manager Jeremy Craig presented the item and noted that Housing Manager Barbara Carr was available via Zoom for questions. Staff provided an overview of the CDBG grant requirement to affirm community need for a senior center and reviewed potential project locations and funding considerations. Site selection and design will return to Council for further discussion.

Public hearing opened at 7:49 PM.

Tina Lowden, Corrine Martinez and Kate Laddish provide public comment.

Public hearing closed at 7:53 PM.

Motion by Council Member Loren, seconded by Council Member Scianna, moved to receive the update on the proposed cost and direct staff to proceed with the application to request CDBG from California Department of Housing and Community Development as stated in our packet for the benefit of our community. The motion carried by the following vote:

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

NOES: None

ABSENT: None

DISCUSSION ITEMS

5.A. Introduction of Ordinance 2026-02 Establishing the Winters Downtown Entertainment Zone (Social District) and Approval of Management Plan

City Manager Jeremy Craig presented the item and provided an overview of the proposed Downtown Entertainment Zone ("Social District").

The ordinance would formalize the outdoor service of alcohol within a designated downtown area, in accordance with state law.

The item was presented for discussion only. No action was taken.

Jayden Clifford, Debbie Clifford, Kate Laddish and Corrine Martinez provided public comment.

CITY MANAGER'S REPORT

None

COUNCIL COMMENTS-IDEAS, QUESTIONS, AB1234 REPORTS

Verbal updates were provided by Council Members.

ADJOURNMENT

The meeting adjourned at 8:30 PM.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:March 17, 2026

FROM: Zorina Treat, Deputy City Clerk/Executive Assistant

THROUGH: Jeremy Craig, City Manager

SUBJECT: A Nomination of Replacement Member to the Affordable Housing Steering Committee (Replacing Ramon Altamirano)

RECOMMENDATION:
Nominate and recommend appointment of a Planning Commissioner to fill the vacant Affordable Housing Steering Committee seat previously held by Ramon Altamirano.

BACKGROUND:
The Affordable Housing Steering Committee is an advisory committee appointed by the City Council for the purpose of advising the City Council, Planning Commission, and City staff on affordable housing policies and programs, including the use of redevelopment housing funds, proposed affordable housing projects, and other housing matters as requested by the City Council.

With the recent retirement of Planning Commissioner Ramon Altamirano, a vacancy now exists on the Affordable Housing Steering Committee.

At its regularly scheduled meeting on February 24, 2026, the Planning Commission unanimously recommended the appointment of Judith Arce, Planning Commission Vice Chair, to fill the vacant seat on the Affordable Housing Steering Committee on December 30, 2025.

The City Council is responsible for approving or denying appointment recommendations made by the Planning Commission.

DISCUSSION:

Following the retirement of Planning Commissioner Ramon Altamirano, the Planning Commission unanimously recommended the appointment of Vice Chair Judith Arce to fill the vacant Affordable Housing Steering Committee seat.

FISCAL IMPACT:
None

ATTACHMENTS:
None

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:March 17, 2026

FROM: Jeremy Craig, City Manager

SUBJECT: Public Hearing and Adoption of Ordinance 2026-02 Establishing the Winters Downtown Entertainment Zone (Social District) and Approval of Management Plan

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing and approve ordinance 2026-02 establishing the Winters Downtown Entertainment Zone (Social District).

Staff further recommends City Council approve the Management Plan for the Winters Downtown Social District.

BACKGROUND:

State Enabling Legislation

In September 2024, Governor Gavin Newsom signed Senate Bill 969 (Wiener), which expanded California's entertainment zone program statewide. Previously limited to San Francisco under SB 76 (2023), this new law authorizes any city or county in California to establish entertainment zones—also known as "social districts"—where patrons may purchase alcoholic beverages from licensed establishments and consume them in designated outdoor public spaces such as streets, sidewalks, and public rights-of-way.

SB 969 was designed to help California communities recover from the economic impacts of the COVID-19 pandemic by activating public spaces and increasing foot traffic to downtown commercial districts. Similar programs in states such as Ohio, Michigan, and Virginia have demonstrated success in revitalizing downtown areas and supporting local businesses.

Why This Program Benefits Winters

Downtown Winters already serves as a vibrant gathering place for residents and visitors, featuring locally owned restaurants, wineries, breweries, and unique shops. The Winters Downtown Social District builds on this foundation by:

- Supporting Local Businesses: Allowing licensed establishments to sell beverages for outdoor consumption creates additional revenue opportunities, particularly during special events, the farmers market, and the summer concert series.
- Enhancing Downtown Vitality: The program transforms downtown streets into a welcoming, pedestrian-friendly environment that encourages visitors to linger, shop, and dine.
- Strengthening Community Identity: The Social District positions Winters as a forward-thinking, family-friendly destination while maintaining the small-town character residents value.
- Economic Stimulus: Increased foot traffic benefits all downtown merchants, not just those selling alcoholic beverages, creating a multiplier effect throughout the local economy.

DISCUSSION:

Ordinance Overview

The proposed ordinance (Chapter 12.20) establishes the legal framework for the Winters Downtown Entertainment Zone in compliance with California Business and Professions Code Sections 23039.5 and 25690, as amended by SB 969. Key provisions include:

Geographic Boundaries: The Entertainment Zone encompasses downtown Winters, bounded by First Street, Edwards Street, Railroad Avenue, Abbey Street, Elliott Street, East Main Street, and Russell Street. This area includes the core commercial district where most ABC-licensed establishments are concentrated.

Hours of Operation: - Friday through Sunday, 12:00 p.m. to 11:59 p.m. (March 1 – October 31) - Thursday evenings, 12:00 p.m. to 11:59 p.m. (June, July, and August only—to accommodate the summer concerts in the park series)

Permitted Beverages: All types of alcoholic beverages may be sold by participating licensed establishments, subject to individual ABC license restrictions.

Container Requirements: All beverages must be served in approved non-glass, non-metal containers (compostable or reusable cups).

Smoking Prohibition: Smoking is prohibited throughout the Entertainment Zone except in alleyways, consistent with existing City policy.

Management Plan

The Management Plan provides detailed operational requirements to ensure the program runs safely and effectively. Key elements include:

Age Verification: Participating businesses must verify that patrons are 21 years of age or older through valid government-issued photo identification. Upon verification, patrons receive a standardized wristband that allows them to carry open containers within the district.

Participating Businesses: Twelve downtown establishments have confirmed participation, including Buckhorn Steakhouse, Putah Creek Cafe, Preserve, Hotel Winters, Berryessa Gap Vineyards, Hooby's Brewing, and several others.

Program Administration: The Winters Chamber of Commerce will serve as the Social District Lead, coordinating participating businesses and serving as the point of contact for the program.

Safety and Security: Each participating business is responsible for the safety of its patrons. Any violent incidents or calls for police service must be reported to the Winters Chief of Police within 24 hours.

Signage: Clear boundary markers will be posted at all entry points, instructing patrons not to carry alcoholic beverages beyond the district perimeter.

Required Consultation with Law Enforcement

In compliance with SB 969, staff consulted with the Winters Police Department regarding potential health and safety impacts, proposed boundaries, hours of operation, permitted beverages, and approved containers. [Include summary of any feedback received.

Biennial Review Requirement

State law requires the City to review the Entertainment Zone's operation every two years in consultation with the Winters Police Department. This review will assess whether the zone is being maintained in a manner that protects public health and safety. Reports from this review will be made available to the California Department of Alcoholic Beverage Control upon request.

ATTACHMENTS

1. Ordinance No. 2026-02 – Entertainment Zone Ordinance
2. Winters Downtown Social District Management Plan
3. Map of Entertainment Zone Boundaries

FISCAL IMPACT:

Startup up costs for required signage and wristbands will be funded from the economic development budget. Ongoing operating costs will be bore by the district.

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS ADDING CHAPTER 12.20 TO TITLE 12 OF THE WINTERS MUNICIPAL CODE AND ESTABLISHING AN ENTERTAINMENT ZONE

WHEREAS, Senate Bill 969 (2024) authorizes the City of Winters ("City") to establish an entertainment zone, by ordinance, which allows for consumption of one or more types of alcoholic beverages on public streets, sidewalks, or public rights-of-way, subject to certain requirements, including providing specific information relating to the entertainment zone to the California Department of Alcoholic Beverage Control ("ABC"); and

WHEREAS, the City notified the City of Winters Police Department ("Winters Police Department") and request feedback on both of the following: (1) potential health and safety impacts that might be generated by the entertainment zone and strategies to mitigate those impacts; and (2) the entertainment zone's proposed boundaries, days and hours of operation, types of alcoholic beverages permitted, and approved nonglass and nonmetal containers; and

WHEREAS, the City must also establish a process or procedure by which persons in possession of alcoholic beverages in the entertainment zone may be readily identifiable as being 21 years of age or older; and

WHEREAS, upon establishing or modifying an entertainment zone, the City must also provide all of the following to ABC: (1) a copy of the ordinance establishing or modifying the entertainment zone; (2) information as may be necessary to identify the boundaries of the entertainment zone; (3) the days and hours of operation of the entertainment zone; (4) the types of alcoholic beverages permitted within the entertainment zone; and (5) the approved nonglass and nonmetal containers in which alcoholic beverages may be authorized; and

WHEREAS, the City shall review the operation of the entertainment zone every two (2) years following the adoption of the entertainment zone to ensure that the entertainment zone is being maintained in a manner that protects the health and safety of the general public; and

WHEREAS, the City must conduct this review in consultation with the Winters Police Department, and any reports produced during this review shall be made available to ABC upon request.

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

SECTION 1. Recitals. The above recitals are hereby declared to be true and correct findings of the City Council of the City of Winters.

SECTION 2. Addition. Chapter 12.20 is hereby added to Title 12 of the Winters Municipal Code, as provided in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. 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 4. CEQA. The City Council hereby finds and determines that the Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3)("common sense exemption") of the CEQA Guidelines because there no possibility that the general policymaking and/or administrative activity in the Ordinance will have a significant effect on the environment.

SECTION 5. 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 6. Effective Date. This Ordinance shall take effect thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council of the City of Winters on this __th day of _____, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF WINTERS

_____

Albert Vallecillo, Mayor

ATTEST:

_____

Jeremy Craig, City Clerk

EXHIBIT A

CHAPTER 12.20:
ENTERTAINMENT ZONE

12.20.010 Purpose
12.20.020 Definitions.
12.20.030. Entertainment Zone Controls.
12.20.040 Implementation.
12.20.050. Entertainment Zone Location.
12.20.060. Entertainment Zone Event Hours
12.20.070 Entertainment Zone Insurance and Indemnity Requirements
12.20.080 Biennial Review

12.20.010 Purpose.

The purpose of this chapter is to implement Senate Bill 969 (2024) through the establishment and regulation of entertainment zones to allow the purchase of open container alcoholic beverages from local wineries, breweries and on-sale licensees (such as bars, restaurants, etc.) for consumption outside in common spaces such as public streets, sidewalks, , or public rights-of-way during certain hours .

12.20.020 Definitions.

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For the purposes of this chapter, the following definitions shall apply:

(a) "ABC" means the California Department of Alcoholic Beverage Control.

(b) "Alcoholic beverage" has the same meaning as set forth in Section 23004 of the California Business and Professions Code.

(c) "City Council" means the City Council of the City of Winters.

(d) "City Manager" means the City Manager or his or her designee.

(e) "Entertainment Zone" has the same meaning as set forth in Section 23039.5 of the California Business and Professions Code, as may be amended from time to time, with the location described under Section 12.20.050.

(f) "Entertainment Zone Event" means an event during which the consumption of one or more types of alcoholic beverages is authorized on public streets, sidewalks, or public

rights-of-way that occurs within the boundaries of an Entertainment Zone established in accordance with this Chapter and within the hours permitted as described under Section [XX.5], in compliance with ABC requirements, and if applicable, the requirements of a special event permit.

(g) "Management Plan" means a plan approved by the City Council for the management and regulation of the Entertainment Zone and Entertainment Zone Events.

(h) "Open container" means any bottle, can, jug, box, or other receptacle that is open or has been opened and contains any alcoholic beverage. The open container shall not be glass or metal.

12.20.030 Entertainment Zone Controls.

(a) All commercial entities and organizations sponsoring any Entertainment Zone Event or selling alcoholic beverages at an Entertainment Zone Event shall comply with all applicable state and local laws and regulations, including but not limited to the following:

(1) All applicable ABC license and permitting requirements;

(2) Sections 23357, 23358, and 23396 of the California Business and Professions Code, as may be amended from time to time, regulating licensed beer manufacturers, licensed winegrowers, and on-sale licensees, respectively;

(3) All other laws governing the sale and consumption of alcoholic beverages and any and all permits and licenses issued pursuant thereto;

(4) Any applicable Management Plan(s) issued by the City Council under this Chapter;

(5) All permit conditions and requirements for special events issued under Chapter [XX] and all applicable requirements for street closures imposed under Section 12.04.020".

(b) Open alcoholic beverages may be consumed only within an Entertainment Zone during an Entertainment Zone Event, subject to any other restrictions imposed by state or local law.

(c) All open alcoholic beverages consumed during an Entertainment Zone Event shall be purchased only from a licensed premises located within the Entertainment Zone that is authorized under California Business and Professions Code Section 23357, 23358, or 23396, as may be amended from time to time, to permit consumers to leave the premises with open containers of alcoholic beverages for consumption off the premises, or a commercial entity or organization that is authorized by an ABC special event permit or license to make such sales within the Entertainment Zone.

(d) Smoking shall be banned in the Entertainment Zone, except in alleys.

12.20.040 Implementation.

(a) The City Manager has the authority to issue administrative policies and rules for the implementation of this Chapter.

(b) Within 30 days of the effective date of this Chapter, the City Manager shall issue rules for the implementation of this Chapter. The City may revise these rules from time to time as it deems appropriate.

(c) Within 30 days of the establishment or modification of an Entertainment Zone, the City Manager shall do the following:

(1) in consultation with the Winters Police Department, provide all of the following information to ABC pursuant to Section 25690 of the California Business and Professions Code:

(A) A copy of the ordinance establishing or modifying the Entertainment Zone;

(B) Information as may be necessary to identify the boundaries of the Entertainment Zone;

(C) The days and hours of operation of the Entertainment Zone and Entertainment Zone Events;

(D) The types of alcoholic beverages permitted within the Entertainment Zone; and

(E) The approved nonglass and nonmetal containers in which alcoholic beverages may be authorized; and

(2) issue a Management Plan for the Entertainment Zone, as follows:

(A) The Management Plan shall establish a process or procedure to readily identify individuals purchasing, consuming, or possessing alcoholic beverages within the Entertainment Zone as being 21 years of age or older;

(B) The Management Plan shall require that any person, commercial entity or organization seeking a City permit for an Entertainment Zone Event shall comply with all insurance requirements applicable to that permit, and all rules and regulations authorized by the City; and

(C) The Management Plan may include requirements not otherwise imposed by state or local law, including but not limited to additional requirements for permissible beverage containers, additional restrictions on the hours of operation for Entertainment Zone Events, and any other time, place, and manner restrictions; and

(D) Upon issuance or revision of a Management Plan, the City Manager shall transmit a copy of that Management Plan to ABC.

(c) Any holder of an ABC license or permit that wishes to allow customers to leave the premises with open containers of alcoholic beverages for consumption off the premises within an Entertainment Zone during an Entertainment Zone Event shall provide to the City a copy of the notice required under Sections 23357, 23358, or 23396 of the California Business and Professions Code, as applicable, at the same time such notice is provided to ABC.

12.20.050 Purpose. Entertainment Zone Location.

(a) Pursuant to California Business and Professions Code Sections 23039.5 and 25690, the City Council hereby designates and establishes the following boundaries as the Winters Downtown Entertainment Zone.

Winters Downtown Entertainment Zone - All public streets, public rights-of-way, and sidewalks in front of storefronts and establishments holding permits or licenses from ABC located within the zone created by the following perimeter:

a. Beginning at the intersection of First Street and Russell Street, running north to Edwards Street, then east to Railroad Avenue, then south to Abbey Street, then east to Elliott Street, then south to East Main Street, then west to Railroad Avenue, then south to Russell Street, and then west to First Street.

12.20.060 Entertainment Zone Event Hours.

(a) Outdoor consumption of alcoholic beverages within the Winters Downtown Entertainment Zone is authorized only during City downtown street closure dates during Friday through Sunday, March 1 through October 31 of each year from 12:00 p.m. to 11:59 p.m., inclusive. During the months of June, July and August, the Winters Downtown Entertainment Zone will expand its hours to include Thursday evenings from 4:00 p.m. to 11:59 p.m., inclusive, subject to any additional limitations imposed by any one or more of the following:

a. Any ABC permit or license; or

b. The management plan approved for the Entertainment Zone; or

12.20.070 Entertainment Zone Insurance and Indemnity Requirements.

(a) Prior to issuance of a City permit for a special event in the Winters Downtown Entertainment Zone during an Entertainment Zone Event, the permit applicant shall submit evidence of general liability insurance coverage and which at a minimum must comply with the requirements set forth in Chapter [XX] governing insurance requirements for City permits.

(b) No person shall conduct a special event in the Winters Downtown Entertainment Zone during an Entertainment Zone Event without the insurance required by this section being in full force and effect.

(c) The permit holder shall defend, indemnify and hold harmless the City, its officers, employees, and agents from and against all actions, losses, damages, liability, costs, and expenses of every type and description, including attorney's fees, arising directly or indirectly, in whole or in part, from the acts or omissions of the permit holder or its officers, employees, or agents.

12.20.080 Biennial Review.

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Every two years, the City Council shall review the operation of the Entertainment Zone to ensure that the zone is being maintained in a manner that protects the health and safety of the general public. This review shall be conducted in consultation with the Winters Police Department. Any findings or reports produced during this review shall be made available to ABC upon request.

Downtown Winters Social District Management Plan

Proposed

SECTION I: WINTERS DOWNTOWN SOCIAL DISTRICT PROGRAM OVERVIEW..... 2
SECTION II: WINTERS DOWNTOWN SOCIAL DISTRICT ORDINANCE 2
SECTION III: WINTERS DOWNTOWN SOCIAL DISTRICT VISION..... 3
SECTION IV: WINTERS DOWNTOWN SOCIAL DISTRICT OPERATING REQUIREMENTS..... 4

SECTION I: WINTERS DOWNTOWN SOCIAL DISTRICT PROGRAM OVERVIEW

1. About Winters Downtown Social District

The City of Winters ("City") Downtown Social District is a designated area in Downtown Winters where people may buy one or more types of alcoholic drinks (i.e., "open container" beverages and alcoholic drinks "to-go") from participating licensed local bars, restaurants, wineries, and breweries, and consume them outside in designated common spaces like sidewalks, streets and public rights-of-way within the Winters Downtown Social District, during certain authorized hours. The sale, transport, and consumption of such alcoholic drinks must be in accordance with Sections 23357, 23358, and 23396 of the California Business and Professions Code, California Department of Alcoholic Beverage Control ("ABC") regulations, and any other applicable state and local laws.

This Winters Downtown Social District Management Plan ("Management Plan") sets out additional requirements for all participating businesses that are licensed beer manufacturers, licensed winegrowers, or on-sale licensees ("Participating Businesses") to follow when operating during a Social District Event within the Social District as set forth under Winters Municipal Code Chapter 12.20.

Program Objectives

Guiding objectives for the Winters Downtown Social District Program ("Program") include:

a. Activate Downtown Winters as a Social District subject to the requirements set forth under Winters Municipal Code Chapter 12.20;

b. Increase revenue for restaurants, wineries, breweries, and other merchants in Downtown Winters;

c. Catalyze broader economic stimulus; and

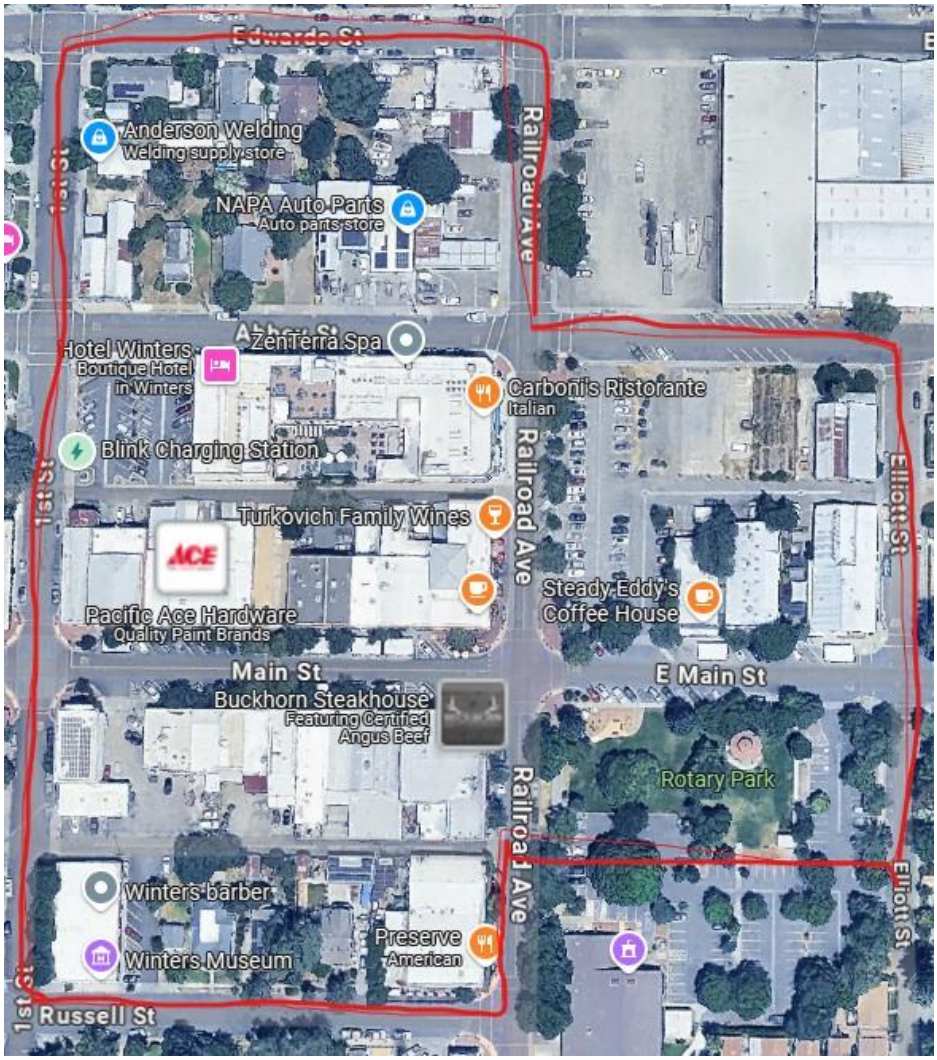
d. Amplify the perception of Downtown Winters as a vibrant entertainment hub.

SECTION II: WINTERS DOWNTOWN SOCIAL DISTRICT ORDINANCE

1. City Ordinance Section 12.20

Winters Municipal Code Chapter 12.20 specifies the location, hours, controls, and requirements for all Social District Events occurring within the Winters Downtown Social District.

(A) **Social District Location** - The boundaries of the Winters Downtown Social District are depicted and described below in accordance with Winters Municipal Code section 12.20.



Winters Downtown Social District – All public streets, sidewalks, and public rights-of-way in front of storefronts and establishments holding permits or licenses from ABC abutting in the area depicted in red outline above, within the following perimeter:

Beginning at the intersection of First Street and Russell Street, running north to Edwards Street, then east to Railroad Avenue, then south to Abbey Street, then east to Elliott Street, then south to East Main Street, then west to Railroad Avenue, then south to Russell Street, and then west to First Street.

(B) **Hours of a Social District Event -** Outdoor consumption of alcoholic beverages within the Winters Downtown Social District is authorized only Friday through Sunday, March 1 through October 31 of each year, from 12:00 p.m. to 11:59 p.m., inclusive. During the months of June, July, and August, the Social District Event hours will expand to include Thursday evenings from 12:00 p.m. to 11:59 p.m., inclusive (to accommodate the summer concerts in the park series), subject to any additional limitations imposed by any or more of the following:

a. Any ABC permit or license;

b. This Management Plan.

(C) **Social District Controls** – All Participating Businesses selling alcoholic beverages at a Social District Event shall comply with all applicable state and local laws and regulations, including

but not limited to the following:

a. All applicable ABC license and permitting requirements;

b. Sections 23357, 23358, and 23396 of the California Business and Professions Code, as may be amended from time to time, regulating licensed beer manufacturers, licensed winegrowers, and on-sale licensees, respectively;

c. All other laws governing the sale and consumption of alcoholic beverages and any and all permits and licenses issued pursuant thereto;

d. This Management Plan.

(D) Open alcoholic beverages may be consumed only within the Social District during a Social District Event, when purchased by a Participating Business, and subject to any other restrictions imposed by state or local law.

SECTION III: WINTERS DOWNTOWN SOCIAL DISTRICT VISION

1. Overview

The Winters Downtown Social District is part of a broader strategy for the City's economic development goals. Four main objectives of the Winters Downtown Social District are:

- Supporting local businesses by seeking street closures to coincide with Social District Events, outdoor dining, and entertainment that attract locals and visitors
- Continuing to build momentum toward Winters Downtown being seen in the region as a premier dining and entertainment location
- Create an atmosphere to encourage additional participation and investment in the Winters Downtown area and, in turn, the broader Winters community
- Banning smoking except in the Winters Downtown Social District, except for alleyways.

2. Operators

The Winters Downtown Social District is operated in partnership by the following groups:

a. Social District Lead

As Winters Downtown Social District Lead, the Chamber of Commerce coordinates the Participating Businesses and community partners to manage the Winters Downtown Social District in alignment with this Management Plan and serves as the Point of Contact for inquiries (see Section IV.2)

b. Participating Businesses

Participating Businesses may serve alcoholic beverages in open non-metal and non-glass containers allowed by their license types only within the Winters Downtown Social District during a Social District Event as authorized by Winters Municipal Code Chapter [12.20], and subject to the terms, conditions, and requirements of their ABC license, applicable laws, and this Management Plan.

3. Activation and Programming of the Winters Downtown Social District

a. Events

The streets within the Winters Downtown Social District shall close during Social District Events as specified above. The goal is to allow alcoholic beverages to be enjoyed by patrons at live music events, the farmers market, during outdoor dining, and along sidewalks and streets by Participating Businesses operating in the Winters Downtown Social District.

Events that seek to operate in the street, sidewalk, or public right-of-way within the Winters Downtown Social District during Social District Events (i.e., when the street is closed on the days and hours specified in this Management Plan) must obtain a special events permit from the City for their event prior to event operations or functions.

4. Economic Development and Community Benefits

a. Maximizing Economic Benefit for Participating Businesses

The Winters Downtown Social District Lead will prioritize strategies that enhance economic benefits for Participating Businesses selling alcoholic beverages during Social District Events by promoting activities that drive traffic and interest to participating businesses.

b. The City will work with the Winters Chamber of Commerce and interested organizations and individuals to encourage participation in the Winters Downtown Social District and the events occurring inside the zone.

SECTION IV: WINTERS DOWNTOWN SOCIAL DISTRICT OPERATING REQUIREMENTS

1. Compliance, Modification, and Evaluation

The provisions in this Management Plan are mandatory conditions for the operation of the Winters Downtown Social District.

The City of Winters reserves the right in its sole discretion to publish an updated management plan with revised operating requirements at any time.

Additionally:

- Any Participating Business holding a liquor license that fails to comply with these operating requirements will be reported to the Winters Police Department, which may transmit the information to the ABC. Non-compliance could result in the business's future ineligibility to participate in any Social District Event.

- The City Council shall evaluate the Winters Downtown Social District's compliance with the conditions of this Management Plan every two years following adoption of Chapter 12.20 to ensure that the Winters Downtown Social District is being maintained in a manner that protects the health and safety of the general public. This evaluation shall be conducted in consultation with the Winters Police Department. Any reports produced during this evaluation shall be made available to ABC upon request. Both the Social District Lead and Participating Businesses must promptly respond to requests for information during this evaluation process.

2. Social District Lead and Point of Contact

The Social District Lead must serve as the designated Point of Contact that should be contacted with inquiries about the operation of the Winters Downtown Social District or any Social District Event. The designated Social District Lead and Point of Contact for the Winters Downtown Social District is:

Winters Chamber of Commerce
Address:
Email:
Phone:

3. Participating Businesses

Only licensed restaurants, bars, breweries, and wineries are eligible to participate in selling open containers for consumption during a Social District Event within the Social District. The following establishments are confirmed to participate in the Social District:

- Buckhorn Steakhouse, 210 Railroad Ave.
- Putah Creek Cafe, 1 Main St.
- Chuys Taqueria, 208 Railroad Ave.
- Steady Eddy's Coffee House, 5 E. Main St., Suite A

- Ficelle, 5 E. Main St., Suites C & F
- Preserve, 200 Railroad Ave.
- Hotel Winters, 316 Railroad Ave.
- Burger Bros, 43 Main St.
- Berryessa Gap Vineyards, 15 Main St.
- Peekaboo Hills Winery, 304 Railroad Ave. (Turkovich Family Wines LLC)
- Winters Wine Co, 22 Main St.
- Hooby's Brewing, 9 E. Main St., Suites H, I, J & K

Any other businesses wishing to participate must initially and annually notify the City of Winters and ABC as set forth under Chapter [12.20] of the Winters Municipal Code.

. Participating

a. Event Notification

In order to host an event in the Social District, at least 45 days prior to the event, the applicant must submit a completed special events application to the City of Winters. The City of Winters reserves the right in its sole discretion to approve special events applications and/or permits.

Website

The Social District Lead will provide the following accurate, up-to-date information of the Social District and/or Social District Event on a public website or event page:

- Location of the Winters Downtown Social District and basic information such as days and hours of operation of Social District Events
- Management Plan
- Calendar or list of upcoming events
- Contact information for the Winters Downtown Social District Lead
- Link to the City's dedicated Winters Downtown Social District webpage

4. Health and Safety Measures

a. Age Verification

Patrons of all ages may be admitted into the Winters Downtown Social District. Alcohol-serving businesses may admit patrons under the age of 21 only if allowed by their liquor license.

When staff of a Participating Business sells an alcoholic beverage during a Social District Event, it shall verify that the patron is at least 21 years of age through a valid, unexpired, government-issued photo identification card. Upon confirmation that the patron is at least 21 years of age, the Participating Business shall issue a wristband identifying that person as 21 years of age or over. All Participating Businesses, commercial entities or organizations sponsoring a Social District Event or selling any type of alcoholic beverage within the Social District must use a single style of wristband agreed upon prior to the operation of the Social District or any Social District Event, to readily identify anyone 21 years of age or over.

During any Social District Event, every patron purchasing any type of alcoholic beverage for consumption in the Social District, or in possession of or consuming any alcoholic beverage purchased from a Participating Business within the Social District must be wearing a wristband identifying them as 21 years of age or over.

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b. Safety and Security

Every Participating Business, commercial entity or organization in a Social District Event within the Social District is responsible for the safety and security of their patrons, premises, and surrounding area.

Within 24 hours of any violent incident, or any time the Winters Police Department responds to a call for service at an establishment or event within the Social District, any business or entity connected to that incident or call for service shall complete and send an incident report to the Winters' Chief of Police.

c. Signage

The boundaries of the Winters Downtown Social District must be clearly marked by easily visible signage posted at every intersection along its perimeter. This signage must instruct patrons not to carry any alcoholic beverages outside of the Winters Downtown Social District (e.g., "No Alcoholic Beverages Permitted Beyond This Point").

Signs must be illuminated well enough to be sufficiently visible after dusk during Social District Events.

d. Smoking Ban

In accordance with the Winters Municipal Code, smoking is prohibited in the Winters Downtown Social District, except in alleyways.

5. Cup Requirements

a. Material

All alcoholic beverages served for open consumption in the Winters Downtown Social District must be in a compostable or similar reusable cup.

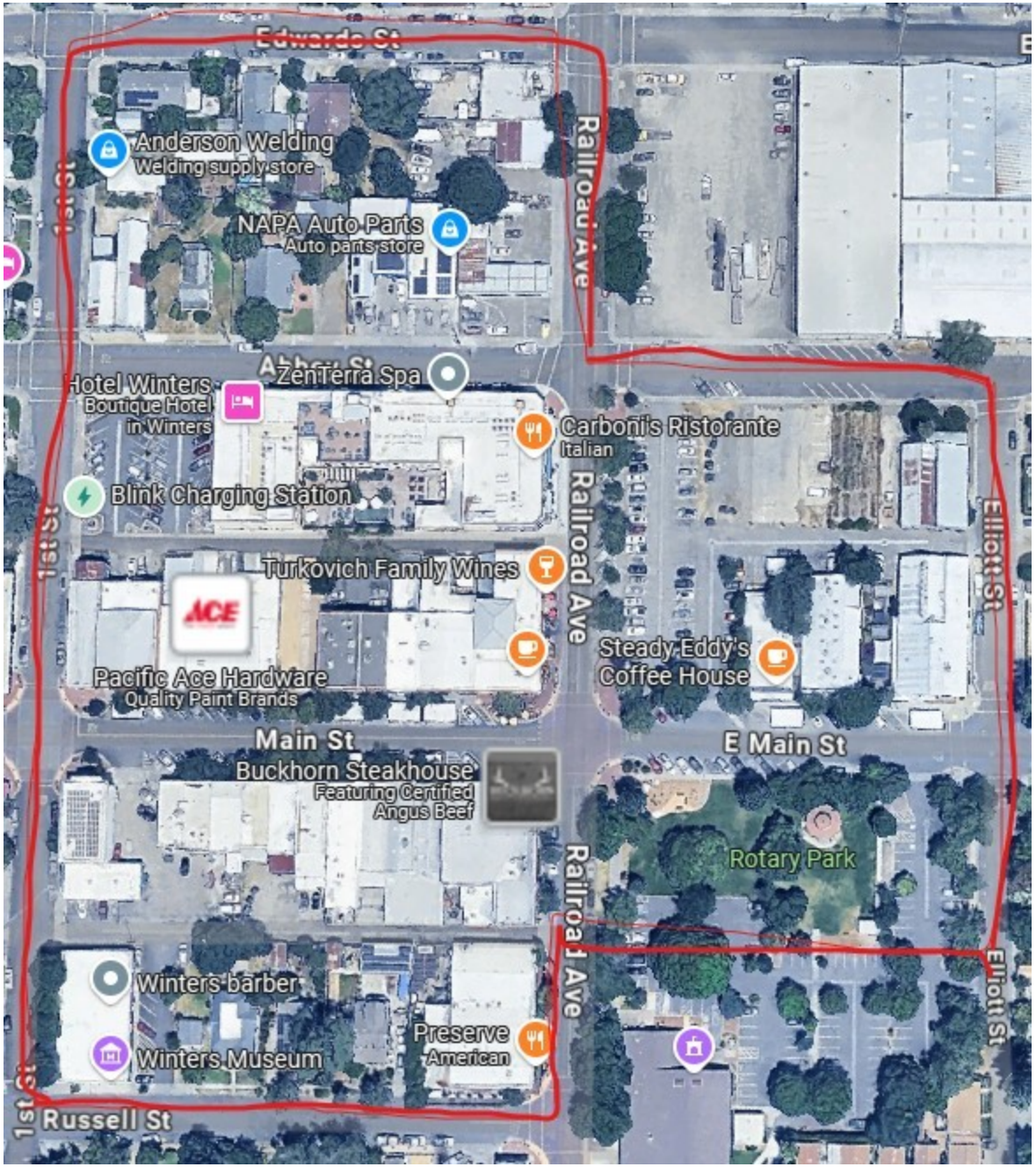
No alcoholic beverage may be served for open consumption in the Social District in any metal or glass container.

b. Disposal

The City and Participating Businesses will provide sufficient receptacles for patrons to dispose of their compostable cups or to return their reusable cups before exiting the Social District .

6. Insurance

Any Social District Event occurring inside the Social District must complete the special events permits process with the City of Winters and provide the required insurance as set forth under Chapter [12.20] of the Winters Municipal Code prior to the event.


Edwards St
Anderson Welding
Welding supply store
NAPA Auto Parts
Auto parts store
Railroad Ave
1st St
Abbott St
Hotel Winters
Boutique Hotel in Winters
ZenTerra Spa
Carbonni's Ristorante
Italian
Blink Charging Station
Elliott St
Turkovich Family Wines
ACE
Pacific Ace Hardware
Quality Paint Brands
Steady Eddy's
Coffee House
Main St
E Main St
Buckhorn Steakhouse
Featuring Certified Angus Beef
Rotary Park
Winters barber
Preserve
American
Winters Museum
Russell St

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: March 17, 2026

THROUGH: Jeremy Craig, City Manager

FROM: Jack Snyder, Fire Chief

SUBJECT: Second reading and adoption of Ordinance 2026-01 amending Chapter 8.12 of the Winters Municipal Code relating to Weed Abatement

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RECOMMENDATION:

It is recommended that the City Council: Conduct the second reading and adoption of ordinance amending Chapter 8.12 of the Winters Municipal Code relating to Weed Abatement

BACKGROUND:

The City of Winters currently enforces weed abatement requirements to protect public health, safety, and welfare, particularly with regard to fire prevention. The existing regulations are contained in Chapter 8.12 of the Winters Municipal Code and have been in place to address the fire hazards posed by dry vegetation, weeds, and rubbish throughout the community.

The current code establishes requirements for property owners to maintain their properties in a manner that reduces fire hazards and protects neighboring properties. These requirements include maintaining weeds at no more than three inches in length, establishing appropriate clearances around structures, and maintaining firebreaks on larger parcels.

The proposed ordinance represents a comprehensive rewrite of Chapter 8.12 to modernize the City's weed abatement regulations. The amendments clarify enforcement procedures, update definitions, and streamline the administrative process for addressing violations. The primary goals of this update are to:

Provide clear and consistent enforcement mechanisms for the Fire Department and Code Enforcement staff;

Establish transparent procedures for property owners regarding notice, appeals, and compliance timelines;

Update administrative fine structures and cost recovery procedures;

Ensure consistency with current state law and fire safety best practices.

Key Provisions

The proposed ordinance maintains the existing property-based requirements for weed abatement, including:

Residential Properties and Properties One Acre or Less

All weeds shall be no longer than 3 inches in length

Weeds around fence lines, sidewalks, and other objects shall be removed

Trees or branches within 10 feet of chimney or stovepipe outlets shall be removed or pruned

Tree branches within 100 feet of structures shall be pruned to at least 6 feet from the ground

Tanks shall have at least 30 feet of clearance

Properties Over One Acre to Five Acres

All requirements for smaller properties apply

A 30-foot wide firebreak around the property perimeter is required

At least 100 feet of clearance around all structures and improvements

Disking may be required to a depth of 6 to 10 inches if soil does not properly mix with removed weeds

Properties Over Five Acres

30-foot wide firebreak around perimeter and at the center of the property

100 feet of clearance around all structures and improvements

Standard tree and tank clearance requirements apply

Emergency Vehicle Access Areas

Weeds shall be abated at least 30 feet from fences or 100 feet from structures

All vegetation and debris encroaching on Emergency Vehicle Access (EVA) areas shall be cleared

Tree branches over EVA areas shall be pruned to at least 14 feet above ground

Enforcement and Administrative Procedures

The ordinance establishes comprehensive procedures for enforcement, including:

Clear definitions of responsible parties, including property owners, tenants, and occupants

Notice requirements and timelines for compliance

Administrative hearing procedures for appeals

Administrative fine structures for violations

Cost recovery mechanisms, including special assessments and liens

Authority for the City to perform abatement when property owners fail to comply

Consistency with State Law

The proposed ordinance incorporates references to applicable California Government Code sections, including provisions for special assessments (Section 38773.5), nuisance abatement liens (Section 38773.1), and cost recovery procedures (Section 54988). The ordinance also recognizes the City's authority under Health and Safety Code Section 500 to preserve and protect public health.

FISCAL IMPACT:

The adoption of this ordinance is not anticipated to have a significant fiscal impact on the City's General Fund. The ordinance provides mechanisms for cost recovery, including administrative fines and the ability to impose special assessments or liens against properties when abatement is performed by the City. These provisions ensure that the costs of enforcement and abatement can be recovered from responsible property owners.

Staff time required for enforcement is already budgeted within the Fire Department and Code Enforcement divisions. Any additional costs associated with public noticing, hearings, or direct abatement activities are recoverable through the administrative procedures outlined in the ordinance.

ATTACHMENTS:

1. Proposed Ordinance 2026-01 Amending Chapter 8.12
2. Weed Abatement Information Flyer English and Spanish

Sections:

8.12.010 Purpose and intent.

8.12.020 Definitions.

8.12.030 Scope of application.

8.12.040 Responsibility.

8.12.050 Authority.

8.12.055 Enforcement officer right of entry.

8.12.060 Public nuisance.

8.12.070 Notice to abate.

8.12.080 Manner of giving notice.

8.12.090 Hearing of appeal on notice to abate.

8.12.100 Abatement by City.

8.12.110 Summary abatement of immediate dangers.

8.12.120 Administrative fines for violations of chapter.

8.12.130 Notice to pay costs of abatement and administrative fines.

8.12.140 Imposition of special assessment or nuisance abatement lien to recover costs of abatement.

8.12.150 Special assessment and nuisance abatement liens – Cost report.

8.12.160 Special assessment and nuisance abatement liens – Notice of hearing.

8.12.170 Special assessment and nuisance abatement liens – Cost hearing.

8.12.180 Treble costs of abatement.

8.12.190 Attorneys' fees.

8.12.200 Chapter not exclusive.

For statutory provisions requiring cities to take such measures as may be necessary to preserve and protect the public health, see Health and Saf. Code Section 500.

For statutory provisions on the abatement of weeds and rubbish by cities, see Gov. Code §39501 et seq.

8.12.010 Purpose and intent.

The City Council hereby finds and determines that the abatement of weeds and rubbish within the City is a matter of local concern and serves an important public purpose, i.e., to protect the public health, safety and welfare. It is the intent of this chapter to provide the City with several mechanisms for such purpose, including a mechanism to impose administrative fines and to collect the costs of abatement. Nothing contained in this chapter shall impose any responsibility on the part of the City to undertake the abatement of a nuisance arising between private neighboring properties or other private nuisance.

8.12.020 Definitions.

As used in this chapter, the following words and phrases shall have the following meanings unless the context shall indicate another meaning or intent. Whenever any reference is made herein to any local law or regulation or to any local, state, or federal law, the reference includes any subsequent amendment or superseding provision.

“Abate” means to repair, replace, remove, destroy or otherwise remedy the act or condition in question by such means and in such manner and to such an extent as the enforcement officer in his or her sole discretion determines is necessary in the interest of the public health, safety and welfare.

“City” means the City of Winters.

“City Manager” means the City Manager of the City of Winters or designee.

“Costs of abatement” means the City’s enforcement costs, including, but not limited to, the City’s actual expenses and costs in responding to the violation(s); personnel costs, direct and indirect, in enforcing this chapter; reasonable attorneys’ fees; preparing notices and administrative citations; participating in or conducting any hearings subject to this chapter; and collection costs by use of all available legal means, including, but not limited to, means available for the collection of judgments, special assessments and liens, and actions for recovery of money.

“Enforcement officer” means the Fire Chief or Code Enforcement of the City of Winters or designee.

“Hearing Examiner” means the City Manager or designee.

“Owner” and “property owner” are used interchangeably and mean the owner(s) of record of real property as shown on the latest equalized tax assessment roll of Yolo County or as otherwise known to the City by virtue of more recent and reliable information.

“Person” means individuals, corporations, associations, partnerships, limited liability companies, trustees, lessees, agents and assignees.

“Real property,” “property” and “premises” are used interchangeably and mean all real property, including, but not limited to, front yards, side yards, rear yards, driveways, walkways, and adjacent streets and sidewalks, and shall include any building or other structure located on such property.

“Responsible person” means any agent, tenant, occupant, or other person having charge or control of any real property that is subject to this chapter, or any other person who violates the provisions of this chapter.

“Rubbish” means waste matter, litter, trash, refuse, debris and dirt which is, or when dry may become, a fire hazard, or which is or may become a menace to the public health, safety and welfare, or which is offensive to the senses or detrimental to the attractiveness of the surroundings.

“Tenant” or “occupant” means that person utilizing, residing at, or occupying the real property in question.

“Weeds” means plants which are not cultured and which are, or when dry may become, a fire hazard, or which are or may become a menace to the public health, safety and welfare, or which are offensive to the senses or detrimental to the attractiveness of the surroundings.

8.12.030 Scope of application.

The provisions of this chapter shall apply to all residential, commercial, industrial, improved, or unimproved real property throughout the City, whether owner occupied or a rental property. This chapter does not apply to properties being primarily used for agricultural purposes; provided, that such property has adequate firebreaks.

8.12.040 Responsibility.

Every owner or other responsible person within the City is required to manage their property and control the environment thereon in a manner so as not to violate the provisions of this chapter. The owner or other responsible person shall be liable for violations of this chapter, regardless of any contract or agreement with any third party regarding the property.

8.12.050 Authority.

The enforcement officer shall be responsible for administering and enforcing the provisions of this chapter. The enforcement officer shall have the authority to designate employees as enforcement officers to assist with enforcement responsibilities.

8.12.055 Enforcement officer right of entry.

A. In the discharge of this duty, the enforcement officer and/or designee(s) shall have the right to enter on any site or to enter on any structure for the purpose of inspection; provided, that the right of entry shall be exercised only at reasonable hours, and that in no case shall any structure be entered in the absence of the owner or tenant without the written order of a court of competent jurisdiction, or as otherwise permitted by applicable federal, state, or local law.

B. It is unlawful for an owner or other person having charge or possession of any site or structure to interfere, fail, refuse, or neglect to promptly permit entry by the enforcement officer and/or designee(s) for the purpose of inspection. The enforcement officer may seek all remedies available for violation of this

section and shall also have recourse to secure lawful entry on any site or structure pursuant to federal, state, or local law.

8.12.060 Public nuisance.

All weeds and rubbish are declared to be a public nuisance and may be abated in accordance with this chapter. The destruction of weeds and rubbish by burning within the City is unlawful unless the written permission of the Fire Chief is first obtained.

8.12.070 Notice to abate.

A. In addition to all other legal remedies, the enforcement officer may issue a notice to abate a violation of this chapter. The notice shall be substantially in the following form:

> NOTICE TO ABATE VIOLATION(S) OF THE WINTERS MUNICIPAL CODE
>
> (Name and address of person notified)
>
> You are hereby notified that you are responsible for the following violation(s) of the Winters Municipal Code:
>
> You are hereby notified to abate the violations(s) within _____ days of the date of this notice. If you fail to abate the violations(s) within such time period the costs of abatement, including but not limited to attorneys' fees, may be charged to you as a civil debt and/or made a lien or special assessment. You may also be subject to administrative fines for each day that you allow the violation(s) to continue. Abatement is to be accomplished in the following manner:
>
> You may appeal this notice by filing a written request for appeal hearing with the city department listed below, no later than 10 days from the date of the mailing of this notice. Failure to appeal this notice within such 10 day time period will constitute a waiver of all rights to an administrative hearing and will be a final determination of the matter.
>
> Dated: _____
>
> By:_____
>
> Department:_____

B. In the event the owner or other responsible person fails to abate the violation within the time provided in the notice to abate, the enforcement officer may file with the City Council a notice of pending nuisance abatement proceeding, describing the property and certifying that the property is being maintained as a

public nuisance. The manner of giving notice of such filing shall be provided in the same manner as a notice to abate.

8.12.080 Manner of giving notice.

A. The notice to abate shall be served upon the property owner and any other responsible person, and the holder of any other estate or legal interest of record. The notice may be personally delivered or sent by first class mail and posted conspicuously on or in front of the property. If service is by mail, service shall be deemed completed at the time of deposit into the United States mail. The failure to serve any person required herein to be served shall not invalidate any proceedings under this chapter as to any other person duly served.

B. Any duly issued notice shall be conclusively deemed to be adequate notice, and the failure of any person to see, read, understand, or otherwise receive the notice shall not invalidate any of the proceedings under this chapter.

8.12.090 Hearing of appeal on notice to abate.

A. The City shall have the burden of establishing by a preponderance of the evidence a violation of this chapter. The Hearing Examiner shall hear testimony offered on behalf of the City and rebuttal testimony offered on behalf of the owner or other responsible person. The failure to appear by the owner or other responsible person shall be deemed a final adjudication of the notice to abate as to such person.

B. The decision of the Hearing Examiner shall be issued in writing within 10 days of the conclusion of the hearing and shall be personally delivered or sent to the parties by first class mail. In the event the Hearing Examiner upholds the notice to abate, the decision shall inform the owner or other responsible person that he or she may seek review of the decision within 90 days in accordance with Section 1094.6 of the California Code of Civil Procedure.

C. The Hearing Examiner does not have the authority to order the owner to evict a tenant or any other person who has a possessory or legal interest in the property.

8.12.100 Abatement by City.

A. Upon the abatement by the City of a violation of this chapter, all the costs of abatement shall constitute a civil debt owing to the City jointly and severally by the owner or other responsible person. The debt shall be collectible in the same manner as any other civil debt owing to the City.

B. If the debt is not paid upon demand, then a special assessment or lien against the property may be applied in accordance with this chapter, or in accordance with applicable state law, including, but not limited to, Sections 38773.1 and 38773.5 of the California Government Code.

C. It is unlawful for any person to interfere, hinder or refuse to allow the City to lawfully enter upon private property for the purpose of abating the act or condition.

8.12.110 Summary abatement of immediate dangers.

Whenever any violation causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the public health, safety and welfare, the enforcement officer shall have the authority to summarily abate the same, and the owner or other responsible person shall be liable for the City's costs of abatement.

8.12.130 Notice to pay costs of abatement and administrative fines.

A. In the event the owner or other responsible person fails to abate the violation within the time provided in the notice to abate, the enforcement officer may provide such person with a notice to pay the costs of abatement and administrative fines. The notice shall be substantially in the following form:

NOTICE TO PAY COSTS OF ABATEMENT AND ADMINISTRATIVE FINES

(Name and address of person notified)

On _____ you were notified that you were responsible for the following violation(s) of the Winters Municipal Code:

You failed to abate the violation(s) within the time period provided in the notice.

You are hereby assessed the following costs of abatement, which may be charged to you as a civil debt and/or made a lien or special assessment:

You are hereby further assessed the following administrative fines:

The foregoing costs of abatement and administrative fines are due and payable by you no later than 10 days from the date of this notice. If you fail to pay the foregoing amounts within the 10 day time period, a 10% late payment fee will additionally be assessed against you.

You may appeal this notice by filing a written request for appeal hearing with the city department listed below, no later than 10 days from the date of the mailing of this notice. Failure to appeal this notice within such 10 day time period will constitute a waiver of all rights to an administrative hearing and will be a final determination of the matter.

Dated: _____

By:_____

Department:_____

B. The giving of notice, the right to an administrative hearing and the conduct of the hearing shall be provided in the same manner as a notice to abate. In the event the Hearing Examiner upholds the notice to pay, the decision shall inform the owner or other responsible person that he or she may seek review of the decision within 20 days in accordance with Section 53069.4 of the California Government Code.

8.12.140 Imposition of special assessment or nuisance abatement lien to recover costs of abatement.

When the costs of abatement are not paid within 10 days as required by the notice to pay or order of the Hearing Examiner, in addition to all other remedies available to the City, the City may:

A. Special Assessment. Impose the costs of abatement as a special assessment against the real property pursuant to Section 38773.5 of the California Government Code, following confirmation of the assessment amount by the City Council. Thereafter said assessment may be collected at the same time and in the same manner as ordinary real property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary real property taxes. Pursuant to Section 38773.5 of the California Government Code, notice shall be given to the record owner prior to the recordation of the assessment by certified mail, if the owner's identity can be determined from the County Assessor's or County Recorder's records, and shall specify that the property may be sold after three years by the tax collector for unpaid delinquent assessments. Subject to the requirements of Section 3691 of the California Revenue and Taxation Code, the City shall have the right to conduct a sale of vacant residential developed property for which the payment of the assessment is delinquent; or

B. Lien. Impose the costs of abatement as a lien against the real property pursuant to Section 38773.1 of the California Government Code, following confirmation of the lien amount by the City Council. Thereafter said lien shall have the force, effect, and priority of a judgment lien. Pursuant to Section 38773.1 of the California Government Code, notice shall be given to the record owner prior to the recordation of the lien in the same manner as summons in a civil action pursuant to Section 415.10 et seq. of the California Code of Civil Procedure. If the owner cannot be located after a diligent search, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of 10 days and publication thereof in a newspaper of general circulation in Yolo County. A nuisance abatement lien authorized by this section shall specify the amount of the lien, that the lien is being imposed in the name of the City, the date of the notice to abate, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the

parcel. The proposed lien shall be confirmed by resolution of the City Council in the same manner as a special assessment.

8.12.150 Special assessment and nuisance abatement liens – Notice of hearing.

Pursuant to Section 54988 of the California Government Code, the record owner shall be provided by certified mail with a notice of hearing at least 45 days prior to the hearing. The notice of hearing shall be in substantially the following form:

> NOTICE OF HEARING ON SPECIAL ASSESSMENT/NUISANCE ABATEMENT LIEN
>
> NOTICE IS HEREBY GIVEN that the City of Winters has abated a nuisance from the real property owned by you, which real property is described as follows: (insert description of real property sufficient for reasonable and ready identification)
>
> The costs of abatement proposed to be assessed against said property is $_____.
>
> FURTHER NOTICE IS HEREBY GIVEN that on _____, 20__, at ___ p.m., in the council chambers of the city hall of the City of Winters, located at 318 First Street, Yolo County, California, the cost report for the proposed assessment/nuisance abatement lien will be presented to the city council for consideration, correction and confirmation and that at said time and place any and all persons interested in or having any objections to said report may appear and be heard. The failure to make any objection to said report shall be deemed a waiver of the same.
>
> FURTHER NOTICE IS HEREBY GIVEN that the real property may be sold after three years by the tax collector for unpaid delinquent assessments.
>
> Dated: _____
>
> City of Winters

8.12.160 Treble costs of abatement.

In addition to any other remedy provided in this chapter or available at law, upon the entry of a second or subsequent civil or criminal judgment within a two-year period finding a property owner is responsible for a condition that may be abated in accordance with this chapter, the court may order that person to pay treble the costs of abatement pursuant to Section 38773.7 of the California Government Code. This section does not apply to conditions abated pursuant to Section 17980 of the California Health and Safety Code.

8.12.170 Attorneys' fees.

Pursuant to Section 38773.5 of the California Government Code, reasonable attorneys' fees may be recovered by the prevailing party in any action, administrative proceeding, or special proceeding to abate a violation of this chapter, if the City elects, at the initiation of the proceeding, to seek recovery of its own attorneys' fees.

8.12.180 Chapter not exclusive.

The procedures provided in this chapter shall be cumulative and in addition to any other procedure or procedures provided in ordinances of this City or by state or federal law. The use of one remedy shall not prevent or diminish the use of any other remedy.

Weed Abatement Information

RESIDENTIAL PROPERTY OR PROPERTY ONE (1) ACRE IN SIZE OR LESS

All weeds shall be abated and shall be no longer than 3" in length.

All weeds around fence lines, sidewalks, and other objects shall be removed.

Trees or branches that are within ten feet (10') of the outlet of a chimney or stovepipe shall be removed or pruned to provide ten feet(10')or more of clearance.

Tree branches located within one hundred feet (100') of a structure or improvement shall be pruned to be not less than six feet (6') from the ground.

Tanks shall have not less than thirty feet (30') of clearance.

All Weeds will be no longer than 3" in length

For more information on weed abatement, contact Winters Fire Department at (530) 795-4131 or visit www.wintersfire.org

Weed Abatement Information

PROPERTY OVER ONE (1) ACRE TO FIVE (5) ACRES IN SIZE

A thirty foot (30') firebreak around the perimeter of the property shall be maintained.

All weeds around fence lines, sidewalks, and other objects shall be removed and be no longer than 3 inches.

There shall be not less than one hundred feet (100') of clearance around all structures and other improvements.

Disking (two or more times) may be required to a depth of six to ten inches (6"-10") if the soil does not properly mix with the removed weeds.

Trees or branches that are within ten feet (10') of the outlet of a chimney or stovepipe shall be removed or pruned to provide ten feet (10') or more of clearance.

Tree branches located within one hundred feet (100') of a structure or improvement shall be pruned to be not less than six feet (6') from the ground.

Tanks shall have not less than thirty feet (30') of clearance.

All Weeds will be no longer than 3" in length

For more information on weed abatement, contact Winters Fire Department at (530) 795-4131 or visit www.wintersfire.org

Weed Abatement Information

PROPERTY OVER FIVE (5) ACRES IN SIZE

There shall be not less than a thirty foot (30') wide firebreak around the perimeter and a thirty foot (30') wide firebreak at the center of the property.

There shall be not less than one hundred feet (100') of clearance around all structures and other improvements.

Trees or branches that are within ten feet (10') of the outlet of a chimney or stovepipe shall be removed or pruned to provide ten feet(10')or more of clearance.

Tree branches located within one hundred feet (100') of a structure or improvement shall be pruned to be not less than six feet (6') from the ground.

Tanks shall have not less than thirty feet (30') of clearance.

All Weeds will be no longer than 3" in length

For more information on weed abatement, contact Winters Fire Department at (530) 795-4131 or visit www.wintersfire.org

Weed Abatement Information

UNCULTIVATED AGRICULTURAL PROPERTY- Only if there is not a current crop growing on the property.

There shall be not less than a thirty foot (30') wide firebreak around the perimeter and a thirty foot (30') wide firebreak at the center of the property.

There shall be not less than one hundred feet (100') of clearance around all structures and other improvements

Trees or branches that are within ten feet (10') of the outlet of a chimney or stovepipe shall be removed or pruned to provide ten feet(10')or more of clearance.

Tree branches located within one hundred feet (100') of a structure or improvement shall be pruned to be not less than six feet (6') from the ground.

Tanks shall have not less than thirty feet (30') of clearance.

All Weeds will be no longer than 3" in length

For more information on weed abatement, contact Winters Fire Department at (530) 795-4131 or visit www.wintersfire.org

Weed Abatement Information

HILLSIDE or CREEKSIDE RESIDENTIAL PROPERTIES

There shall be not less than one hundred feet (100') of clearance around all structures and other improvements.

All weeds around fence lines, sidewalks, and other objects shall be removed.

Trees or branches that are within ten feet (10') of the outlet of a chimney or stovepipe shall be removed or pruned to provide ten feet(10')or more of clearance.

Tree branches located within one hundred feet (100') of a structure or improvement shall be pruned to be not less than six feet (6') from the ground.

Tanks shall have not less than thirty feet (30') of clearance.

All Weeds will be no longer than 3" in length

For more information on weed abatement, contact Winters Fire Department at (530) 795-4131 or visit www.wintersfire.org

Weed Abatement Information

PRIVATELY OWNED EMERGENCY VEHICLE ACCESS AREAS (EVA)

All weeds shall be abated at least thirty feet (30') away from the fence or one hundred feet (100') from all structures.

All vegetation & debris encroaching on an EVA shall be cleared and removed.

All tree branches hanging over an EVA shall be pruned to no less than fourteen feet (14') above the ground.

All weeds around fence lines, sidewalks, and other objects shall be removed.

Trees or branches that are within ten feet (10') of the outlet of a chimney or stovepipe shall be removed or pruned to provide ten feet (10') or more of clearance.

Tanks shall have not less than thirty feet (30') of clearance

All Weeds will be no longer than 3" in length

For more information on weed abatement, contact Winters Fire Department at (530) 795-4131 or visit www.wintersfire.org

Información sobre la eliminación de maleza

PROPIEDAD RESIDENCIAL O PROPIEDAD DE UN (1) ACRE DE TAMAÑO O MENOS

Toda la maleza deberá ser eliminada y su longitud no deberá exceder más de 3 pulgadas.

Toda la maleza alrededor de las banqueta, cercas, y otros objetos deberá ser removida.

Los árboles o ramas que se encuentren a menos de diez pies (10') de la salida de una chimenea o tubo de estufa deberán ser removidos o podados para proporcionar diez pies (10') o más de espacio libre.

Las ramas de los árboles ubicadas a menos de cien pies (100') de una estructura o mejora deberán ser podadas a no menos de seis pies (6') del suelo.

Los tanques no deberán tener menos de treinta pies (30') de espacio libre.

Todas las malezas no deben tener más de 3" de largo

Para más información sobre la eliminación de maleza, contacte al Departamento de Bomberos de Winters al (530) 795-4131 o visite www.wintersfire.org

Información sobre la eliminación de maleza

PROPIEDAD DE MÁS DE UN (1) ACRE HASTA CINCO (5) ACRES DE TAMAÑO

Se deberá mantener un cortafuegos de treinta pies (30') alrededor del perímetro de la propiedad.

Toda la maleza alrededor de las cercas, banquetas y otros objetos deberá ser removida y no deberán medir más de 3 pulgadas de largo.

No deberá haber menos de cien pies (100') de espacio libre alrededor de todas las estructuras y otras mejoras.

Puede ser necesario desbroce con discos (dos o más veces) a una profundidad de seis a diez pulgadas (6"-10") si la tierra no se mezcla adecuadamente con las malezas eliminadas.

Los árboles o ramas que se encuentren a menos de diez pies (10') de la salida de una chimenea o tubo de estufa deberán ser removidos o podados para proporcionar diez pies (10') o más de espacio libre.

Las ramas de los árboles ubicadas a menos de cien pies (100') de una estructura o mejora deberán ser podadas a no menos de seis pies (6') del suelo.

Los tanques no deberán tener menos de treinta pies (30') de espacio libre.

Todas las malezas no deben tener más de 3" de largo

Para más información sobre la eliminación de maleza, contacte al Departamento de Bomberos de Winters al (530) 795-4131 o visite www.wintersfire.org

Información sobre la eliminación de maleza

PROPIEDAD DE MÁS DE CINCO (5) ACRES DE TAMAÑO

Deberá tener un cortafuegos de no menos de treinta pies (30’) de ancho alrededor del perímetro y un cortafuegos de treinta pies (30’) de ancho en el centro de la propiedad.

No deberá haber menos de cien pies (100') de espacio libre alrededor de todas las estructuras y otras mejoras.

Los árboles o ramas que se encuentren a menos de diez pies (10’) de la salida de una chimenea o tubo de estufa deberán ser removidos o podados para proporcionar diez pies (10’) o más de espacio libre.

Las ramas de los árboles ubicadas a menos de cien pies (100’) de una estructura o mejora deberán ser podadas a no menos de seis pies (6’) del suelo.

Los tanques no deberán tener menos de treinta pies (30’) de espacio libre.

Todas las malezas no deben tener más de 3” de largo

Para más información sobre la eliminación de maleza, contacte al Departamento de Bomberos de Winters al (530) 795-4131 o visite www.wintersfire.org

Información sobre la eliminación de maleza

PROPIEDAD AGRÍCOLA SIN CULTIVO - Solo si no hay un cultivo actual creciendo en la propiedad.

Deberá tener un cortafuegos de no menos de treinta pies (30’) de ancho alrededor del perímetro y un cortafuegos de treinta pies (30’) de ancho en el centro de la propiedad.

No deberá haber menos de cien pies (100') de espacio libre alrededor de todas las estructuras y otras mejoras.

Los árboles o ramas que se encuentren a menos de diez pies (10’) de la salida de una chimenea o tubo de estufa deberán ser removidos o podados para proporcionar diez pies (10’) o más de espacio libre.

Las ramas de los árboles ubicadas a menos de cien pies (100’) de una estructura o mejora deberán ser podadas a no menos de seis pies (6’) del suelo.

Los tanques no deberán tener menos de treinta pies (30’) de espacio libre.

Todas las malezas no deben tener más de 3” de largo

Para más información sobre la eliminación de maleza, contacte al Departamento de Bomberos de Winters al (530) 795-4131 o visite www.wintersfire.org

Información sobre la eliminación de maleza

PROPIEDADES RESIDENCIALES EN LADERAS o ORILLAS DE ARROYOS

No deberá haber menos de cien pies (100') de espacio libre alrededor de todas las estructuras y otras mejoras.

Toda la maleza alrededor de las banqueta, cercas, y otros objetos deberá ser removida.

Los árboles o ramas que se encuentren a menos de diez pies (10') de la salida de una chimenea o tubo de estufa deberán ser removidos o podados para proporcionar diez pies (10') o más de espacio libre.

Las ramas de los árboles ubicadas a menos de cien pies (100') de una estructura o mejora deberán ser podadas a no menos de seis pies (6') del suelo.

Los tanques no deberán tener menos de treinta pies (30') de espacio libre.

Todas las malezas no deben tener más de 3" de largo

Para más información sobre la eliminación de maleza, contacte al Departamento de Bomberos de Winters al (530) 795-4131 o visite www.wintersfire.org

Información sobre la eliminación de maleza

ÁREAS DE ACCESO PARA VEHÍCULOS DE EMERGENCIA (EVA) DE PROPIEDAD PRIVADA

Toda la maleza deberán ser eliminada al menos a treinta pies (30') de distancia de la cerca o a cien pies (100') de todas las estructuras.

Toda la vegetación y escombros que invadan un EVA deberán ser despejados y removidos.

Todas las ramas de los árboles que cuelguen sobre un EVA deberán ser podadas a no menos de catorce pies (14') sobre el suelo.

Toda la maleza alrededor de las banqueta, cercas, y otros objetos deberá ser removida.

Los árboles o ramas que se encuentren a menos de diez pies (10') de la salida de una chimenea o tubo de estufa deberán ser removidos o podados para proporcionar diez pies (10') o más de espacio libre.

Los tanques no deberán tener menos de treinta pies (30') de espacio libre.

Todas las malezas no deben tener más de 3" de largo

Para más información sobre la eliminación de maleza, contacte al Departamento de Bomberos de Winters al (530) 795-4131 o visite www.wintersfire.org

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and City Council Members

DATE: March 17, 2026

FROM: Eric Lucero, Public Works Director of Operations & Maintenance
Barbara Carr, Housing Analyst

THROUGH: Jeremy Craig, City Manager

SUBJECT: Senior Center Site Selection and Authorization to Submit CDBG Grant Application

RECOMMENDATION:

1. Receive the staff report and provide staff direction on which site to submit for CDBG grant funding for a new senior center.

2. Approve and authorize the City's application for 2025 State Community Development Block Grant (CDBG) funding in the aggregate amount not to exceed $3,300,000, allocated as follows:

03A – Senior Center Construction: $3,084,112.15

General Administration: $215,887.85

3. Adopt Resolution No. 2026-16, approving the grant application and authorizing the Mayor to execute the grant agreement and any amendments thereto with the State of California.

4. Authorize the Mayor to sign and submit all required application documents, funds requests, and reporting forms related to the CDBG grant.

BACKGROUND:

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, located at 143 East Baker St. Unfortunately, despite complete plans and timely submission, the City was not successful in receiving the grant.

At the May 6, 2025, City Council meeting, the Council discussed options for still achieving a Senior Center without grant funding. An option raised was to expand the existing Community Center to create a Senior Center on that site. This approach would offer savings, as the site already has parking, a kitchen, bathrooms, and all utilities, potentially making the project more economically feasible. City staff reached out to NJA Architecture, who had completed the original Senior Center plans. After walking through the Community Center, NJA felt the concept had merit.

On November 18, 2025, the Council approved a professional services agreement with NJA Architecture to develop conceptual plans for Council consideration.

On February 20, 2026, staff received three floor plan options from NJA Architecture. After review, staff combined elements from two options to best serve the senior center's needs while complementing the existing community center.

On March 5, 2026, staff met with Mayor Vallecillo and senior members Karen May and Tina Lowden to review the plans. All parties agreed that merging the senior center with the community center location would best meet the needs of Winters' senior community.

Under the 2025 Notice of Funding Availability (NOFA), federal Community Development Block Grant (CDBG) funds are available from the U.S. Department of Housing and Urban Development (HUD), CFDA 14.228, administered by the California Department of Housing and Community Development (HCD). The application deadline is April 3, 2026, with an expected award in September 2026. The City of Winters would have 33 months for the period of performance.

A public hearing was held on March 3, 2026, to receive community input on the proposed CDBG application. Notice was posted at City Hall, the city bulletin board, Blue Mountain Terrace Senior Apartments, and the Winters Library. No objections were received. Full public hearing notice is included as Attachment 1.

DISCUSSION – SITE SELECTION:

Two City-owned properties have been evaluated as candidate sites for the senior center:

	Option A: Standalone Senior Center (143 East Baker St., APN 003-370-045-000)	**Option B: Community Center Addition (Railroad Ave., APN 003-222-024-000)**
Location	Near Blue Mountain Senior Apartments, removed from the downtown core	Downtown area, adjacent to the existing Community Center
Parking	Very limited on-site parking	Large existing parking lot available
Surrounding Amenities	Minimal; no nearby outdoor amenities	Access to community center, back patio, and surrounding downtown
Cost Savings	None; all new construction	Eliminates need for separate restrooms, kitchen, storage, and utilities
Estimated Cost	$6.5 million	$3.5 million (includes new kitchen, restrooms, and lobby)
Parcel Size	0.03 acres	3.027 acres

CDBG GRANT APPLICATION:

Upon Council direction on site selection, staff will proceed with submitting the CDBG application to the California Department of Housing and Community Development. The maximum allowable grant amount is $3,300,000, and staff recommends requesting the full amount. No local match is required.

Proposed grant allocation:

03A – Senior Center (Public Facilities):	$3,084,112.15
General Administration:	$215,887.85
Total:	**$3,300,000.00**

The CDBG program's national objectives require that funded activities primarily benefit low- and moderate-income (LMI) persons. The senior center directly meets this objective by providing facilities and programs for LMI seniors in Winters. The adopted Housing Element has been reviewed for compliance with California Government Code Section 65580 et seq.

The designee to act on behalf of the City in connection with the application is the Mayor, consistent with the attached Resolution.

ENVIRONMENTAL REVIEW:

This action is exempt from the California Environmental Quality Act (CEQA) because it does not constitute a project with potential for resulting in a physical change to the environment or a reasonably foreseeable indirect physical change, pursuant to California Code of Regulations, Title 14, Section 15378(b)(5).

FISCAL IMPACT:

Option B (Community Center Addition) is estimated at $3.5 million. A successful CDBG award of $3,300,000 would cover the substantial majority of project costs. The remaining gap of approximately $200,000 would need to be identified from other funding sources, which staff will present to Council as the project advances. No local match is required as a condition of the grant.

The standalone senior center option (Option A) carries an estimated cost of $6.5 million, requiring approximately $3.2 million in additional funding beyond the CDBG award.

ALTERNATIVES:

The City Council could direct staff to delay the grant application or pursue the standalone senior center at East Baker St. Neither alternative is recommended. Delaying the application would forfeit the April 3, 2026, deadline and set the senior center project back by at least one program year.

ATTACHMENTS:

Attachment 1 - Public Notice – March 3, 2026 Public Hearing

Attachment 2 - Resolution 2026-16 (CDBG Grant Application Authorization)

Attachment 3 - Floor Plan – Option A: Standalone Senior Center (East Baker St.)

Attachment 4 - Floor Plan – Option B: Combined Senior/Community Center (Railroad Ave.)

Attachment 5 - Site Location Map

ATTACHMENT 1: PUBLIC NOTICE

Notice of Public Meeting for Discussion of Possible State CDBG Application

NOTICE IS HEREBY GIVEN that the City of Winters will conduct a public meeting on March 3rd, 2026, at 6:30 p.m., at City Hall, 318 First Street, Winters, CA 95694, to discuss possible applications for funding under the State Community Development Block Grant (CDBG) Program and to gather residents' ideas for possible activities to be included in the application.

The City of Winters anticipates submitting an application within the next CDBG program year. The City of Winters has or anticipates receiving approximately $3,300,000.00 in CDBG Program Income.
Total award: $3,300,000.00
03A-Senior Center $3,084,112.15
General Administration $215,887.85

The purpose of this hearing is to review CDBG eligible activities and collect residents' views on housing and community development needs (which include services, facilities, and/or infrastructure that will improve livability within the community). The project may be at one or two locations and includes two legal parcels (APN 003-370-045-000 .03 acres, and 003-222-024-000, which is 3.027 acres)

At the public hearing of the City Council, the City Council shall consider all evidence and testimony for and against the proposed plans for the CDBG application. At any time prior to the public hearing, any person may file in writing with the City a statement of his or her objections to the proposed request for CDBG funding and the proposed project. The staff report will be available on the City's website at least 72 hours before the hearing.

https://www.cityofwinters.org/194/Meetings

The following information related to the project is available at 318 First Street between the hours of 8 a.m. to 5 p.m. on Monday-Thursday or by emailing the contact listed below:

A. Amount of funds available and range of activities that may be undertaken.

B. Information on proposed project(s).

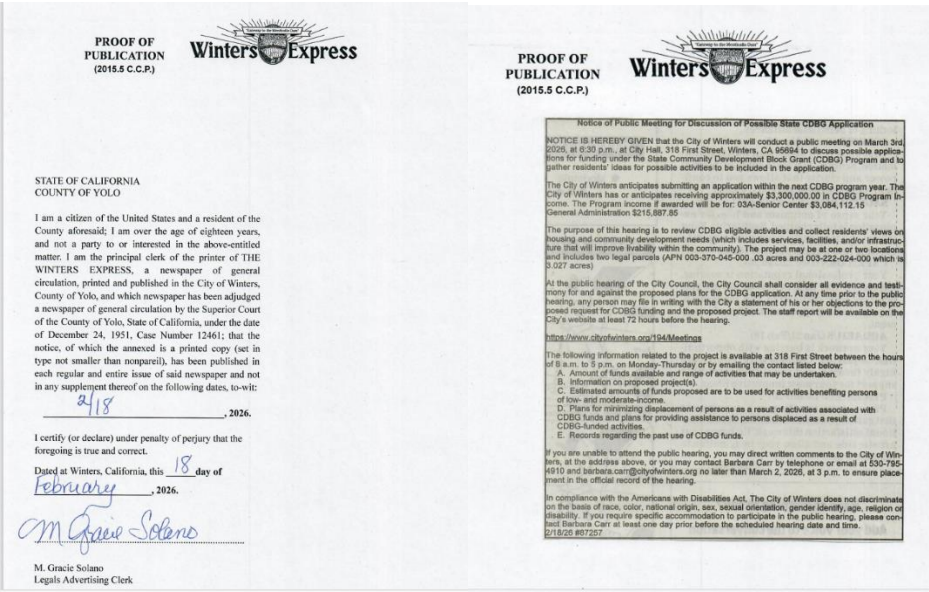
C. Estimated amounts of funds proposed are to be used for activities benefiting persons of low- and moderate-income.

D. Plans for minimizing displacement of persons as a result of activities associated with CDBG funds and plans for providing assistance to persons displaced as a result of CDBG-funded activities.

E. Records regarding the past use of CDBG funds.

If you are unable to attend the public hearing, you may direct written comments to the City of Winters, at the address above, or you may contact Barbara Carr by telephone or email at 530-795-4910 and barbara.carr@cityofwinters.org no later than March 2, 2026, at 3 p.m. to ensure placement in the official record of the hearing.

In compliance with the Americans with Disabilities Act, the City of Winters does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, age, religion, or disability. If you require specific accommodation to participate in the public hearing, please contact Barbara Carr at least one day prior to the scheduled hearing date and time.



PROOF OF PUBLICATION (2015.5 C.C.P.)

Winters Express

STATE OF CALIFORNIA
COUNTY OF YOLO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE WINTERS EXPRESS, a newspaper of general circulation, printed and published in the City of Winters, County of Yolo, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Yolo, State of California, under the date of December 24, 1951, Case Number 12461; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

2/18
, 2026.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Winters, California, this 18 day of February, 2026.

M Gracie Solano

M. Gracie Solano
Legals Advertising Clerk

PROOF OF PUBLICATION (2015.5 C.C.P.)

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2/18/26 #87257

Resolution of the City of Winters

RESOLUTION NO. 2026-XX

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2025 FUNDING YEAR OF THE STATE CDBG PROGRAM

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

SECTION 1:

The **City Council** has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of **$3,300,000** for the following CDBG activities, pursuant to the 2025 CDBG NOFA:

List activities and amounts

Activity (*e.g. Public Services, Infrastructure, etc.*)	**Dollar Amount Being Requested for the Activity**
Public Facilities	$ 3,084,112.15
Administration	$ 215,887.85
	$

SECTION 2:

The **City Council** hereby approves the use of Program Income in an amount not to exceed **$215,887.85** for the CDBG activities described in Section 1.

SECTION 3:

The **City Council** acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The **City Council** hereby authorizes and directs the **Mayor**, to execute and deliver all applications and act on the **City**'s behalf in all matters pertaining to all such applications.

SECTION 5:

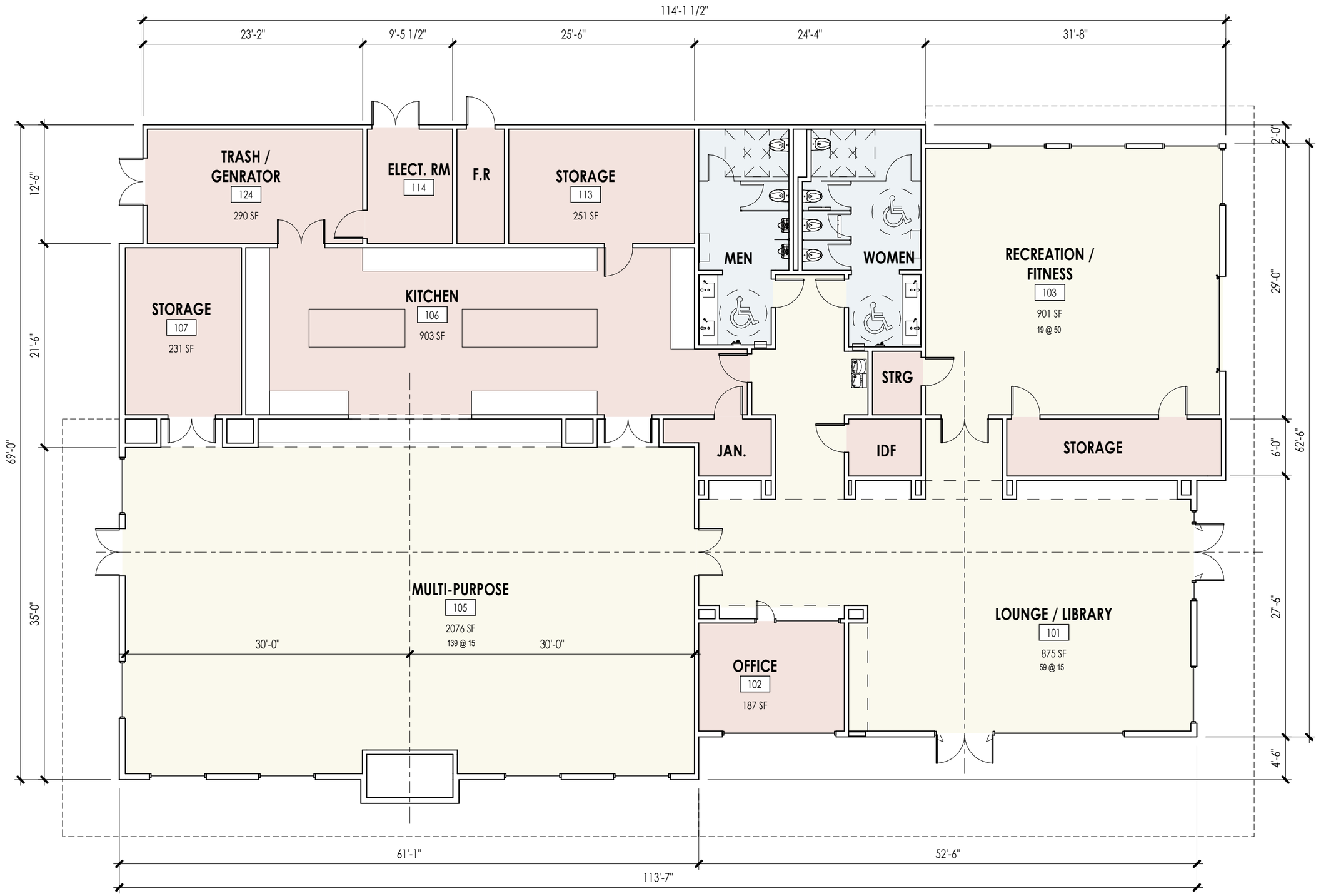
If an application is approved, the **Mayor** is authorized to enter into, execute, and deliver the grant agreement (*i.e*., Standard Agreement), any recordable or nonrecordable contract documents, and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the **Mayor**, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City** of **Winters** held on 3/17/2026 by the following vote:

AYES: Enter # of votes or names
NOES: Enter # of votes or names
ABSENT: Enter # absentees or names
ABSTAIN: Enter # of abstains or names



SCHEMATIC FLOOR PLAN

SENIOR COMMUNITY CENTER | 06.20.2024 | SD

OPTION 3 FLOOR PLAN



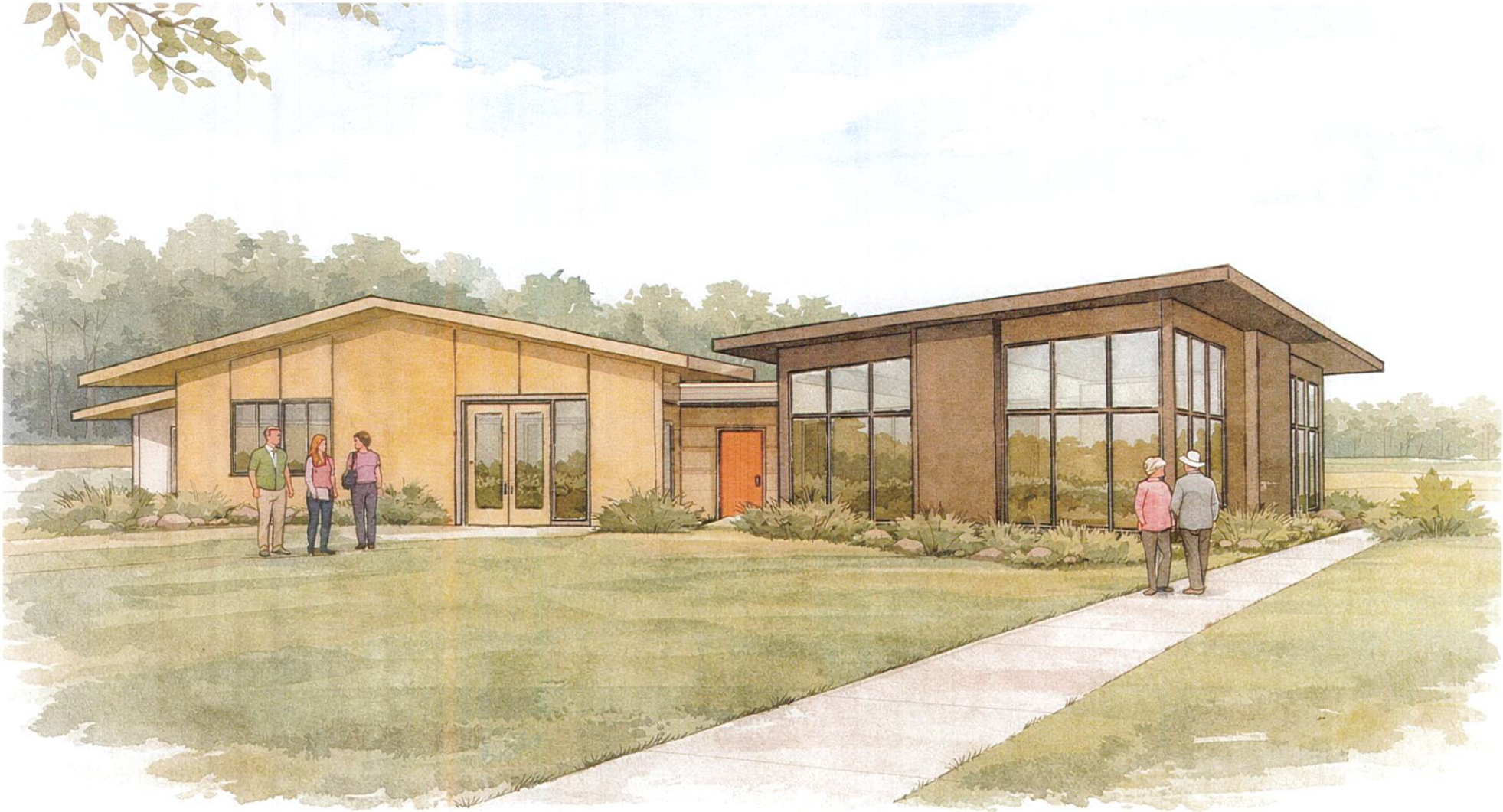
OPTION 2 ENTRY

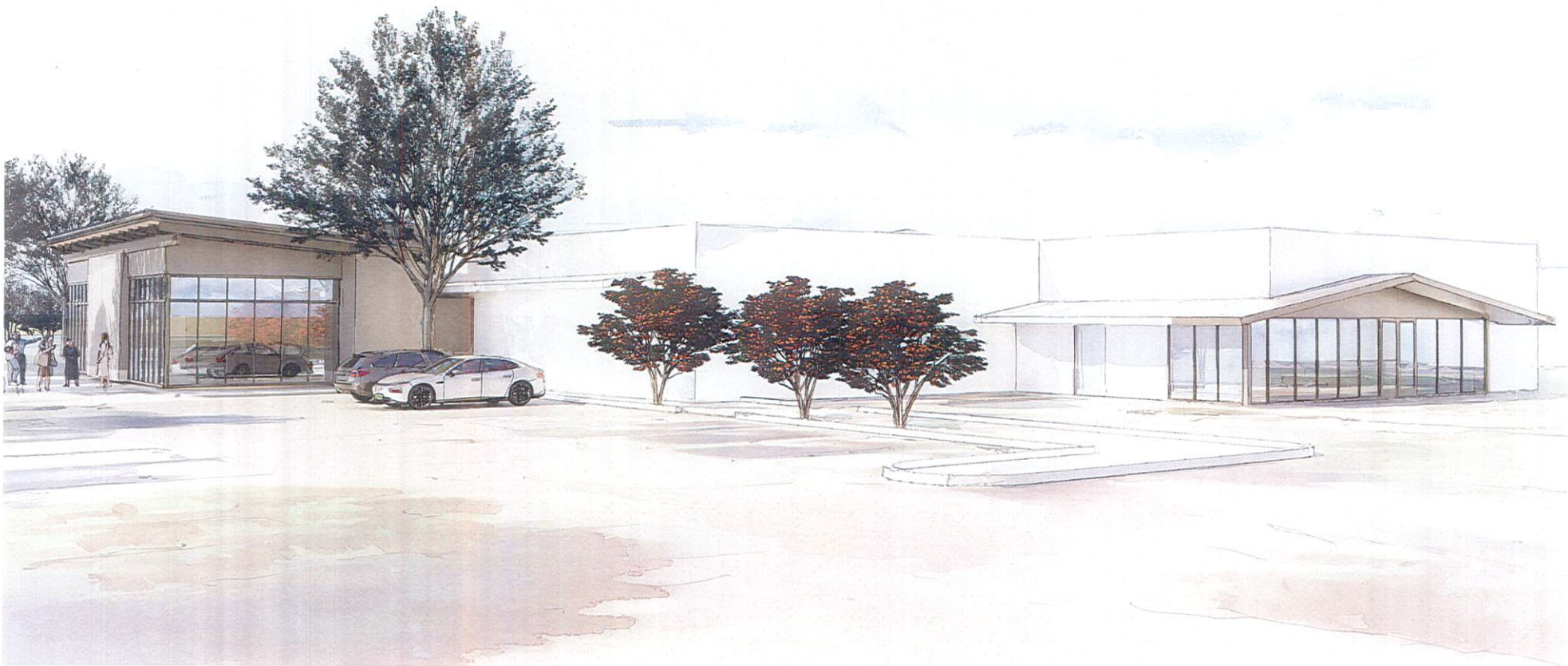


OPTION 1 ENTRY



OPTION 1 GARDEN





Attachment 5 Location Maps of Project Areas



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:March 17, 2026

FROM: Jeremy Craig, City Manager

SUBJECT: Consideration of fee waiver for infrastructure construction

RECOMMENDATION:

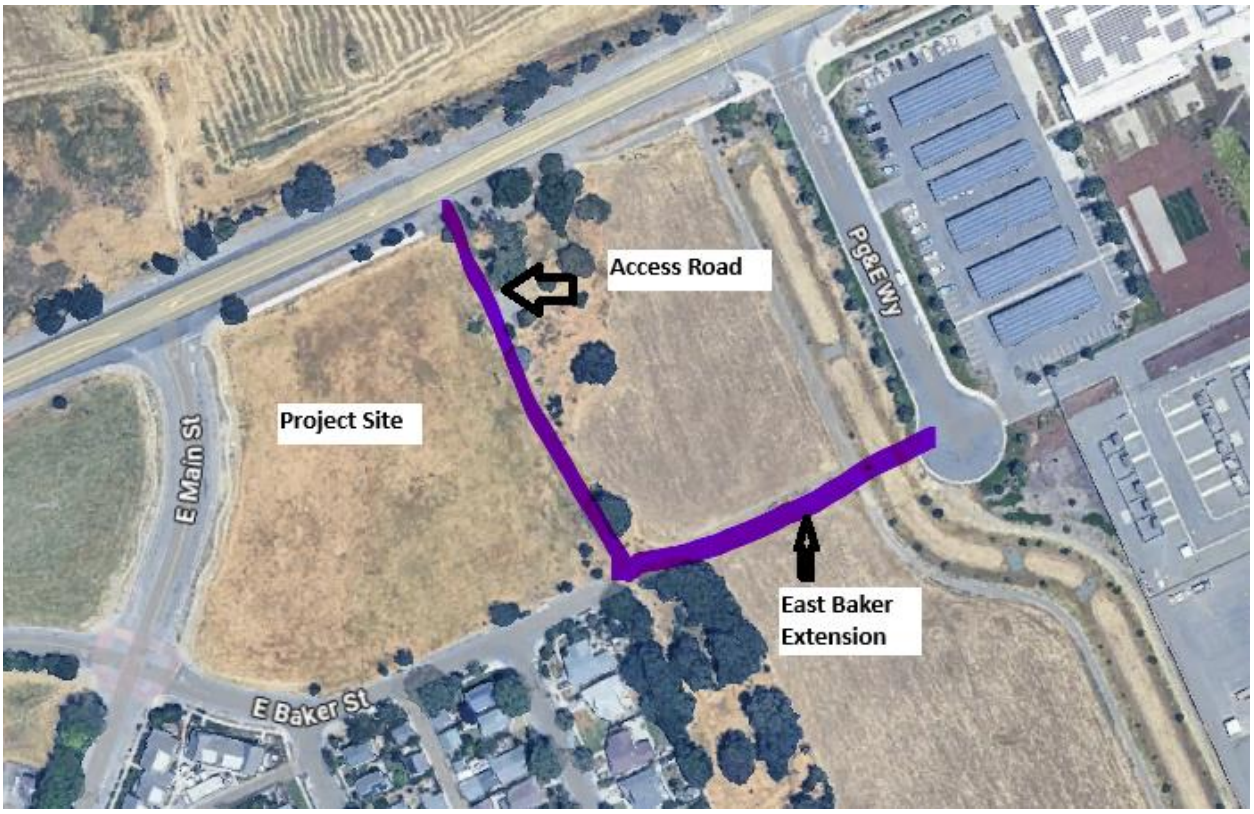
Staff recommends that the City Council receive the report and provide direction on a fee waiver in lieu of road construction to spur economic development.

BACKGROUND:

City staff have worked for several years on the potential development of a commercial site located at HWY 128 and East Main Street. A few projects have been proposed for the site, but in each instance, the public infrastructure costs have been too high to support development. The City is in discussions with another developer who has proposed a fee waiver in recognition of the construction of a public street.

DISCUSSION:

The development site is bordered by Hwy 128 and East Main Street, with East Baker to its south. A condition of the development is the expansion of East Baker Street to PG&E Way to facilitate a pathway to a signalized intersection onto Hwy 128. Once constructed, this road addition will be dedicated to the City as a public roadway. Construction of the roadway will require not only the roadway, but a bridge and culvert over the drainage channel adjacent to PG&E Way. In addition, the construction of a road from Hwy 128 that runs between the site and the neighboring site to East Baker is also required and will serve the subject property and the adjacent property (which is the City's only zoned business park)



In total, the requested waiver would amount to approximately $600,000, which is less than the total cost of constructing the East Baker extension but would help make the project financially viable. Staff reviewed a pro forma for the proposed development on the site (grocery store and quick-service restaurant) and conservatively estimates that the property and sales taxes generated from the site would exceed $600,000 in 4-6 years. In addition, installing this required infrastructure should make the business park development more attractive to potential developers. When developed, it will be required to contribute its share of the East Baker road construction, thereby further increasing the City's revenue.

Absent the fee deferral, it is questionable whether this property would ever be developed, given the large public infrastructure costs and the parcel's limited size. The situation is unique in the City in requiring a public road to be built for such a small development project.

FISCAL IMPACT:

The City would forgo the development fees for the project in the short term, but development of the site would provide property and sales tax revenues in the long term in addition to job creation.