

**AGENDA FOR A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF WINTERS SCHEDULED FOR TUESDAY,
MAY 16, 2006 AT 7:30 P.M.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

RECOGNIZE AUDIENCE/CORRESPONDENCE:

At this time members of the public may address the Council on items not listed on the agenda and within the jurisdiction of the Council. No formal action may be taken on items not listed on the agenda. Presentations may be limited or continued, depending on the time available.

MODIFICATION OF AGENDA:

PRESENTATION:

CONSENT ITEMS:

- A. Minutes of a Regular Meeting of the City Council of the City of Winters Held May 2, 2006 (pp. 1-4)
- B. Adopt Resolution No. 2006-22, Final Map No. 4741 for the Winters Village East. (pp. 5-6)
- C. City-Wide Maintenance Assessment District- Public Hearing and Adoption of Resolution 2006-20 Approving the Annual Levy Report, Ordering Improvement and the Levy and Collection of Assessments. (pp. 7-11)
- D. Approve Consultant Services Agreement with Willdan of Sacramento for on-call plan check and building inspection services. (pp. 12-20)
- E. Approve Consultant Services Agreement for City Engineering Services with Ponticello Enterprises. (pp. 21-34)
- F. Resolution 2006-21, A Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIII B of the California Constitution for Fiscal Year 2006-2007. (pp. 35-38)

DISCUSSION ITEMS:

- 1. Update on Public Safety Facility and Approval of Project Budget Sheet (PBS) for Design Consultant Selection for the Fire & Police Facility, Project No. 05-03 (pp. 39-43)
- 2. City of Winters Grant Avenue Access Study - Introduction (pp. 44-46)
- 3. Resolution 2006-17- Preparation of Agenda Packets (pp. 47-49)
- 4. Resolution 2006-18 - Policies and Procedures for Naming and Dedicating City Facilities (pp. 50-53)
- 5. Resolution 2006-19 - Naming/Dedication of Railroad Trestle Bridge (pp. 54-55)

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*******COMMUNITY DEVELOPMENT AGENCY*******

1. Winters High School Football Lighting Project (pp. 56-57)
2. Senior Housing Rehabilitation Program (pp. 58-76)

CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

INFORMATION ONLY

1. Investment Report for April 30, 2006 (pp 77-78)
2. Treasurer's Report for April 30, 2006 (pp 79-85)

Consideration of items not listed on the agenda:

Items in the following categories; pursuant to Government Code

1. *Majority determination that an emergency (as defined by the Brown Act) exists; or*
2. *A 4/5th determination that the need to take action arose subsequent to the posting of the agenda*

EXECUTIVE SESSION:

Conference with Labor Negotiator, City Manager Pursuant to Government Code Section 54957.6

ADJOURNMENT:

I declare under the penalty of perjury that the foregoing agenda for the May 16, 2006 meeting of the City Council of the City of Winters was posted May 10, 2006, in the office of the City Clerk, 318 First Street, Winters, CA and was available to the public during normal business hours.

ATTEST:


Nanci G. Mills, City Clerk

**MINUTES FOR A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF WINTERS HELD ON TUESDAY,
MAY 2, 2006 AT 7:30 P.M.**

Mayor Martinez called the meeting to order at 7:30 p.m.

Pledge of Allegiance

Present were: Council Members Anderson, Fridae, Godden, Stone, Mayor Martinez, City Attorney John Wallace, City Manager John Donlevy, Community Development Director Dan Sokolow, Redevelopment Dan Maguire, City Engineer Nicholas Ponticello, Project Manager Alan Mitchell, Director of Financial Management Shelly Gunby and City Clerk Nanci Mills.

RECOGNIZE AUDIENCE/CORRESPONDENCE: None

MODIFICATION OF AGENDA: None

PRESENTATION: None

CONSENT ITEMS:

- A. Minutes of the Regular Meetings of the City Council of the City of Winters Held April 4, 2006 and April 18, 2006.
- B. Resolution 2006-14, A Resolution of the City Council of the City of Winters Fixing the Tax Rate for the 1979 Sewer Bonds for Fiscal Year Ending June 30, 2007 and Rescinding Resolutions in Conflict Herewith.
- C. Resolution 2006-15, A Resolution of the City Council of the City of Winters Increasing the Capital Improvement Facilities Fees by 4.6% Effective July 1, 2006 in Accordance with Ordinance 92-06.
- D. Resolution 2006-16, A Resolution of the City Council of the City of Winters Increasing the Project Monitoring Fee by 4.6% Effective July 1, 2006 in accordance with Ordinance 92-10.
- E. Proclamation recognizing 2006 Bike Commute Month

City Manager John Donlevy gave an overview of Consent Items A – E. Council Member Stone made a motion to approve Consent A – E. Seconded by Council Member Godden. Motion carried unanimously.

DISCUSSION ITEMS:

- 1. Presentation of Alignment Alternatives and Architectural Elements for Putah Creek Bridge Replacement, Project No. 01-05**

Project Manager Alan Mitchell gave an overview. Paul Weiss, Solano County Public Works and Engineering of the Department of Resource Management, presented the alternatives. Alternative 1 would replace the bridge in the same

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location with a 100-year bridge containing a small island in the median at the north end to serve as a traffic-calming feature. During construction, a temporary pre-fabricated metal bridge would be erected on the east between the existing bridge and the Railroad Trestle Bridge to serve as a detour. Alternative 1A would be Alternative 1 without the detour bridge. Alternative 2 would see the bridge built parallel to the current bridge on the west side, which would contain a round-about on the north side to serve as a traffic-calming feature and belvederes on the east side of the bridge. Alternative 2 would impact the property owners on the west side of the bridge on both sides of the creek. The estimated total cost of the bridge construction ranges from \$7 million to \$7.9 million, with the City of Winters portion of the cost ranging from \$400,000 to \$450,000, depending on the chosen alternative. Yolo and Solano Counties would split 11.47% of the total cost of construction. Solano County District 4 Supervisor John Vasquez, who is also a committee member, is very concerned about any alternative that doesn't provide a detour in terms of impact to local businesses, the traveling public and emergency services.

Council Member Fridae's preference is Alternative 1, and Council Members Anderson and Godden also believe the focus should be turned toward Alternative 1. Council Member Godden is also concerned about the seating within the belvederes on the bridge in Alternative 2.

Don McDonald of McDonald Architects gave an overview of the drawings provided.

Butch Branscum, owner of the property on the south side of the bridge, is not interested in selling his property to accommodate Alternative 2. He is not in favor of the belvederes and requested that the City Council take action tonight to vote no on Alternative 2.

Project Manager Alan Mitchell cautioned the City Council to keep their alternatives open and hold public meetings to discuss the alternatives, and to keep the lines of communication open. After receiving input from the community, the City Council can make a final determination at a future City Council meeting. It was suggested by Council Member Anderson to have a community meeting prior to the City Council meeting on 6/6/06 and bring this item back to the City Council on this date. City Attorney John Wallace verified that no final decisions would be made tonight regarding the choice of alternatives.

2. Public Hearing – Ordinance 2006-05, an Ordinance for Council Compensation

Mayor Martinez opened the public hearing at 8:40 p.m. and closed the public hearing at 8:40 p.m. Council Member Godden made a motion to adopt Ordinance

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2006-05, an Ordinance for Council Compensation to increase the compensation from \$75 per month to \$150 per month. Council Member Anderson seconded the motion. Council Member Stone indicated that attending the out-of-town meetings incurred a significant expense and these expenditures support the increase. Council Member Fridae does not support the Ordinance as he views the position of Council Member as voluntary.

AYES: Anderson, Godden, Stone, Mayor Martinez

NOES: Fridae

ABSTAIN: None

ABSENT: None

3. Approval of Resolution 2006-03, Adopting the Citywide Habitat Mitigation Program

Community Development Director Dan Sokolow gave an overview. Where mitigation is not possible in Yolo County, the first priority shall be mitigation in an approved mitigation bank in Solano County located within a seven-mile radius of the current City limits. The mitigated areas should be contiguous to one another or to other existing preserved land and isolated mitigation areas should be avoided. It was clarified that the property currently owned by the Catholic Church is approximately 7.6 miles from the Winters City Limits (Pavestone.) Council Member Fridae asked to leave the Habitat Mitigation as is, but to expand the radius to 10 miles if necessary. Mayor Martinez confirmed that the current verbiage within the Habitat Mitigation gives this flexibility. Council Member Fridae made a motion to adopt Resolution 2006-03, Adopting the Citywide Habitat Mitigation Program and the staff recommendation. Seconded by Council Member Stone. Council Member Godden clarified that he is voting for the habitat, not for monetary gain.

AYES: Anderson, Fridae, Godden, Stone, Mayor Martinez

NOES: None

ABSTAIN: None

ABSENT: None

4. 2006 Summer Recreation Program

City Manager John Donlevy gave an overview, outlining the additional recreational activities planned for the summer. There is \$10,000 budgeted in the 2006-2007 budget for additional recreation programs due to the absence of the swim program, which has traditionally lost money. Council Member Godden asked about the curfew in the park, which is 10:00 p.m. Council Member Fridae mentioned a possible conflict between evening recreation and Shakespeare in the Park during one week in July.

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*****COMMUNITY DEVELOPMENT AGENCY*****

CITY MANAGER REPORT: Improving Transportation Connections and Safety in Winters Community Workshops have been planned for May 4th, 6th and 9th to gather input to design a more pedestrian-safe, bicycle-friendly, and livable community. This project is being funded by a Community-Based Transportation Planning Grant from the California Department of Transportation (Caltrans).

COUNCIL/STAFF COMMENTS: The Rotary Park Design Committee has submitted several ideas, which include lights, a fountain, grass, walkways, and an irrigation system. These ideas will be brought back to a future City Council meeting. There will be a workshop at the Community Center on May 11th @ 7:00 p.m. to discuss the Sports and Linear park designs.

INFORMATION ONLY

1. March 31, 2006 Investment Report
2. March 31, 2006 Treasurer Report

Consideration of items not listed on the agenda:

Items in the following categories; pursuant to Government Code

1. *Majority determination that an emergency (as defined by the Brown Act) exists; or*
2. *A 4/5th determination that the need to take action arose subsequent to the posting of the agenda*

EXECUTIVE SESSION: None

ADJOURNMENT: Meeting was adjourned at 9:23 p.m.

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: May 16, 2006
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nick J. Ponticello, City Engineer *njp*
SUBJECT: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING
THE FINAL MAP NO. 4741 FOR WINTERS VILLAGE EAST**

RECOMMENDATION: Adopt a Resolution, approving the Final Map No. 4741, for Winters Village East.

BACKGROUND: On October 26, 2004, the Planning Commission approved the Tentative Map for the proposed condominium development at 500 East Main Street.

Staff has determined a Subdivision Improvement and Maintenance Agreement is not required. Public improvements will be addressed through an Encroachment Permit.

Adoption of a Resolution will allow the Final Map to be signed by the City for recordation.

ALTERNATIVES: No alternatives proposed by staff.

FISCAL IMPACT: No fiscal impacts associated with this action. This is a private development project.

**CITY COUNCIL
RESOLUTION NO. 2006-22**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING
THE FINAL MAP NO. 4741 FOR WINTERS VILLAGE EAST**

WHEREAS, the SUBDIVIDER have prepared a Final Map #4741; and

WHEREAS, SUBDIVIDER wishes CITY to approve the Final Map prior to construction of public improvements to be dedicated to the CITY.

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

1. The Mayor and City Manager are authorized and directed to sign any documents necessary to record the Final Map No. 4741 for Winters Village East.
2. The Subdivider shall pay for reimbursement of administrative review expenses by City, prior to recordation of the Final Map.
3. The conditions, covenants and restrictions (CC&Rs) shall be recorded concurrently with the Final Map.

PASSED AND ADOPTED this 16th day of May, 2006 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Dan Martinez, MAYOR

John W. Donlevy, Jr., CITY MANAGER



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : May 16, 2006
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Administrative Assistant *CS*
SUBJECT: City-Wide Maintenance Assessment District - Adoption of Resolution 2006-20 Approving the Annual Levy Report, Ordering Improvement and the Levy and Collection of Assessments

RECOMMENDATION :

1. Conduct a Public Hearing approving or amending the levy of assessments for the Citywide Maintenance Assessment District.
2. Adopt Resolution 2006-20: A Resolution of the City Council of the City of Winters, California, Amending and/or Approving the Annual Levy Report, Ordering Improvement and the Levy and Collection of Assessments within the City of Winters Citywide Maintenance Assessment District, Fiscal Year 2006/2007 .

BACKGROUND :

As provided in the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 and by previous Resolution, the City Council initiated proceedings for the "City of Winters Citywide Maintenance Assessment District" for the annual levy and collection of assessments to pay for the operation, maintenance and servicing of landscaping and lighting and all appurtenant facilities and ordering the preparation of an Engineer's Annual Levy Report regarding the District and assessment for Fiscal Year 2006/2007 , pursuant to Chapter 1, Section 22565 of the Act .

The Citywide Maintenance Assessment District pays for street lighting and park and landscape maintenance . Funds reside in the Citywide Maintenance Assessment District fund. The Assessment District budget for Fiscal Year 2006/2007 is \$187,792.50 . The Engineer (MuniFinancial) selected by the City Council has prepared and filed with the City Clerk said Report in conjunction with the District and the levy of assessments for Fiscal Year 2006/2007 (beginning July 1, 2006 and ending June 30 , 2007) in accordance with *Chapter 3, Section 22623* of the Act .

ALTERNATIVE: None

FISCAL IMPACT: None



RESOLUTION NO. 2006-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, AMENDING AND/OR APPROVING THE ANNUAL LEVY REPORT, ORDERING THE IMPROVEMENTS AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF WINTERS CITY-WIDE MAINTENANCE ASSESSMENT DISTRICT, FISCAL YEAR 2006/2007.

The City Council of the City of Winters, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council has, by previous Resolutions, ordered the preparation of the Engineer's Annual Levy Report (hereafter referred to as the "Report") for said district known and designated as: City of Winters City-Wide Maintenance Assessment District (hereafter referred to as the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"); and,

WHEREAS, there has been presented to this City Council the "Engineer's Annual Levy Report" as required by *Chapter 3, Section 22623* of said Act, and as previously directed by Resolution; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the levy has been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and,

WHEREAS, this City and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Section XIID of the California State Constitution; and,

WHEREAS, upon reasonable written notice by Yolo County of any claim or challenge, the City of Winters agrees to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the City of Winters;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY OF WINTERS, AS FOLLOWS:

Section 1 Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

Section 2 Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council, is hereby approved (as amended), and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

- i) the land within the District will receive special benefit by the operation, maintenance and servicing of improvements, located within the boundaries of the District; and,
- ii) the District includes all of the lands so benefited; and,
- iii) the net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2006, and ending June 30, 2007, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.

Section 3 The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the installation, maintenance and operation of and the furnishing of services and materials for public parks, public open space, riparian vegetation, public greenbelts, street landscape strips, landscaping adjacent to public buildings, bank stabilization, furnishing of utilities and lighting and all necessary appurtenances.

Section 4 The County Auditor of the County of Yolo shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to *Chapter 4, Article 2, Section 22646* of the Act. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 5 The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Winters City-Wide Maintenance Assessment District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 3.

Section 6 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2006, and ending June 30, 2007.

Section 7 The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution, pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

Section 8 That the above recitals are all true and correct. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the final approval of the Report.

RESOLUTION NO. _____

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WINTERS, THIS _____ day of _____, 2006.

Dan Martinez, Mayor
City of Winters

Nanci G. Mills, City Clerk
City of Winters

I, Nanci G. Mills, City Clerk of the City of Winters, County of Yolo, State of California do hereby certify that the foregoing Resolution No. _____ was regularly adopted by the City Council of said City of Winters at a regular meeting of said council held on the _____ day of _____, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nanci G. Mills, City Clerk
City of Winters

CITY OF
WINTERS
CALIFORNIA
CITY COUNCIL STAFF REPORT
May 16, 2006

TO: Honorable Mayor and Councilmembers
THROUGH: John W. Donlevy, Jr. – City Manager *JWD*
FROM: Dan Sokolow – Community Development Director *DS*
BY: Jen Michaelis – Administrative Secretary
SUBJECT: Authorize the Execution of a Consultant Services Agreement for on-call Plan Check and Building Inspection Services with Willdan

RECOMMENDATION: Staff recommends that the City Council take the following actions: (1) Approve a consultant services agreement with Willdan of Sacramento, CA for on-call plan check and building inspection services and (2) Authorize the City Manager to execute an agreement on the City's behalf.

BACKGROUND: The City of Winters uses LP2A of Citrus Heights, CA for on-call plan check and building inspector services. On occasion, LP2A is unable to immediately begin a plan check. As a result, a delay of two to three weeks may occur. Staff supports retaining a second consultant to provide increased flexibility for building permit customers and staff. In addition, the City may incur cost savings, as Willdan's fees for full and single discipline plan checks, such as structural, are less than the fees charged by LP2A.

DISCUSSION: None offered.

ALTERNATIVES: The City Council may deny approval of the Consultant Services Agreement.

FISCAL IMPACT: The cost of a full plan check would be 75% of the plan check fee as determined by the Winters Municipal Code, Building and Construction Title 15. A one-discipline plan check – such as structural plan check only – would be 37.5% of the plan check fee as determined by the Winters Municipal Code, Building and Construction Title 15. Basic Inspection services would be assessed at \$80.00 per hour and out-of-scope work such as investigations and reinspections would be assessed according to the rate schedule on page 4 of the consultant services agreement.

ATTACHMENT
Consultant Services Agreement

MAYOR:
Dan Martinez
MAYOR PRO TEM:
Woody Fridae
COUNCIL:
Tom Stone
Harold Anderson
Steven C. Godden



MAYOR EMERITUS:
J. Robert Chapman
TREASURER:
Margaret Dozier
CITY CLERK:
Nanci G. Mills
CITY MANAGER:
John W. Donlevy, Jr.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Winters, California, as of February 21, 2006, by and between the City of Winters ("the CITY") and Wildan "(CONSULTANT)", who agree as follows:

- SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal. Consultant shall provide said services at the time, place, and in the manner specified by Exhibit "A" (SCOPE OF SERVICES).
- PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedule included in Exhibit "B" (FEE SCHEDULE). City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A" (SCOPE OF SERVICES).
- FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" (GENERAL PROVISIONS) are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with General Provisions.
- EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

By: _____
John W. Donlevy, Jr., City Manager

CONSULTANT

By: *Robert Kuge*

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit A- Description of Services

1. A. Building Plan Examination

Willdan will provide plan examination services for the City of Winters to include the following:

1. Plan examination to the latest adopted editions of the California Building Standards Code in the California Code of Regulations, Title 24, including the California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, and California Energy Code, as appropriate for the occupancy classification and project. Unless specifically included in the agreement, plan examinations will not include fire and life safety features subject to the jurisdiction of the Fire Official: i.e. fire alarms, fire sprinklers, control rooms, and fire truck connections to the building.
2. Plan examination for compliance to any City Municipal Code modifying or adding to the California Building Standards Code in Title 24, and any designated Very High Fire Hazard Severity Zones.
3. Plan examination for the use and installation of manufactured homes, factory-built housing including building component systems, and commercial modulares (formerly known as commercial coaches) as regulated by California Code of Regulations, Title 25, as applicable.
4. Plan examination will include up to two re-checks of resubmitted plans and support documents in response to Willdan written requests for corrections. Third and subsequent examinations, if necessary, is out of scope work and will be billed at Willdan's hourly rate shown as Out of Scope Work in Exhibit B.
5. Availability by telephone, fax, or other electronic media to assist the applicant/designer in responding to the plan examination comments except that Willdan will not assume a design role.
6. Submit any proposed use of alternate methods of construction or materials to the City Building Official for approval. Such submittals will include a recommendation for either approval or denial, and rationale.
7. Return approved plans and tracking log, or in the case where corrections are appropriate, written and or electronic notification of plan examination comments to the City. Willdan will coordinate and gain approval from the City when plans may be approved with "redline corrections" of minor violations or issues.
8. The City will deliver plans to Willdan using the U.S. Mail or other appropriate delivery means. Willdan will return plans to clients and the City by overnight delivery service at Willdan's expense. Where no overnight service is available, Willdan will return plans by U.S. Mail or other appropriate delivery service.
9. Willdan's written comment letters to the person responsible for the examined plans and support documents will describe any code violation in full with reference to sheet and detail identification, and specific codes and sections relating to each comment as applicable.

10. A plan examination shall mean a review of structural, fire and life safety, plumbing, electrical, mechanical, energy conservation and accessibility provisions. A partial plan examination will include only those elements determined by the City.

Turn-around Time: Willdan will provide plan examinations with the following turn-around times:

1. 12 working days for complete plans for the construction of a single-family dwelling.
2. 12 working days for complete plans of a tenant improvement to an existing commercial occupancy.
3. 15 working days for complete plans for the construction of a new building containing multifamily or commercial occupancies, limited to two stories or 100,000 square feet.
4. 20 working days for complete plans for the construction of any a building containing multifamily or commercial occupancies exceeding two stories or more than 100,000 square feet.
5. Rechecks will be completed within 7 working days.
6. During the pike of the construction season, turn around times may increase. Willdan will communicate delays.

Project Status Report: Client building departments are provided access to Willdan's Plan Check Tracking System via the Internet. The available report provides a listing of all plan review projects delegated to Willdan by the client building department with the project identification, plan review status, in and out dates, and links to the Willdan issued plan review comment or approval letter. The report site available to each building department is a protected site accessible by a password unique to each client building department. This service is proving to be very helpful to our client building department because they are able to access project information and the plan review comment letter quickly without calling our offices for the information.

Technical Support: When vital to project success Willdan will provide technical support when mutually agreed between Willdan and City. To that end, Willdan will attend pre-construction and pre-design meetings and make field visits and provide support for field inspection personnel on an as-needed basis.

Use of Subcontractors: Willdan has subcontractors to supplement the Plan Examination Team for specific disciplines or to maintain turn-around times. All such subcontractors will be determined acceptable to the City prior to use.

Invoice Submittals: Willdan will submit invoices after the complete of the initial plan review for 100% of the Willdan plan review fee established by this Agreement. Such invoices will contain all information needed by the City to identify each project, including but not limited to a tracking number, client name, project location, labor performed, any agreed out of scope work, and cost. Willdan is willing to add any information required by the City.

B. Inspection Services

Willdan will provide inspection personnel on an as needed basis to assist the City with inspections to enforce the California Building Standards Code and any City Ordinances making amendment thereto. Such personnel will be subject to interview and acceptance by the City prior to performing inspections.

EXHIBIT B- COMPENSATION

A. Plan Examinations

Willdan will perform the plan examinations at the following rates:

1. For new single-family dwellings and alterations to existing single-family dwellings, 75% of the City's plan check fee determined by the City Building Department in their regular course of business with the public.
2. For new construction of multifamily and commercial occupancies, and alterations to existing multifamily and commercial occupancies, 75% of the City's plan check fee determined by the City Building Department in their regular course of business with the public for projects where the City fee is less than \$10,000. For projects where the City fee is \$10,000 or more, Willdan's fee will be 70% of the City fee.
3. If less than a complete plan review is requested, for example "structural only", the Willdan fee will be 37.5% of the City's plan check fee determined by the City Building Department. Other combinations of plan review may be performed at a fee determined by mutually agreement.
4. Extra Work: Extra work may be arranged to be performed on an hourly bases listed below as Out of Scope Work. Three and subsequent rechecks of plans is considered extra work.

B. Inspection Services

Willdan will provide inspection personnel at the following rates:

1. Building Inspector: \$80 per hour, including all travel and expenses as stated in #3 below. Note: Assistant Building Inspectors are available at the rate of \$45 to \$65. The fee range may allow for a mutual agreed rate based on the client need and qualifications of the personnel.
2. Senior or Supervising Building Inspector: \$90 per hour, including all travel and expenses as stated in #3 below.
3. Travel time while performing inspections for the City is inspection time subject to the hourly inspection rate. Travel to the City from a Willdan office is excluded and is not chargeable to the City.

C. Out of Scope and Extra Work

For work requested by the City not subject to this agreement, or for the fourth and subsequent rechecks of plans, the following hourly rates will apply:

| | | | |
|-----------------------|-------|---------------------------|--------------|
| Division Manager | \$150 | Plans Examiner | \$90 |
| Structural Engineer | \$120 | Plans Examiner Aide | \$55 |
| Building Official | \$120 | Senior Building Inspector | \$90 |
| Plan Check Engineer | \$110 | Building Inspector | \$80 |
| Senior Plans Examiner | \$100 | Assistant Inspector | \$45 to \$65 |

EXHIBIT "C"

GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 general aggregate; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insureds will be called upon to cover a loss covered thereunder; and (4) insurance shall be provided by an, at least, A-7 rated company. The form of said endorsements(s) shall be supplied by the City.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S _____ upon the execution of this agreement, certificates of insurance which shall provide that no cancellation will be made during the term of this agreement, without thirty (30) days written notice to the _____ prior to the effective date of such cancellation, ten (10) days notice if cancellation is due to nonpayment of premium.

CONSULTANT shall file with the _____ concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This

indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE : May 16, 2006
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Nanci G. Mills, Director of Administrative Services, City Clerk *Nanci*
SUBJECT: Approve Consultant Services Agreement for City Engineering Services with Ponticello Enterprises.

RECOMMENDATION:

Approve Consultant Services Agreement for City Engineering Services with Ponticello Enterprises.

BACKGROUND:

The consultant will provide a licensed engineer responsible for providing engineering oversight of development, infrastructure, funding, and project implementation.

The attached contract between the City of Winters and Ponticello Enterprises will terminate December 31, 2010, unless mutually agreed by City and Consultant to extend for another term.

Ponticello Enterprises has been the City of Winters Engineering Consultant since 1999.

The previous estimated contract cost for engineering services not including projects that are specifically funded in advance by developers or funded through fees collected by the City for those services was \$176,696 and for the proposed new contract would be an estimated cost of \$182,624.

FISCAL IMPACT:

Estimated increase of \$5,928.

FINAL

**CONSULTANT SERVICES AGREEMENT
For
CITY ENGINEERING SERVICES**

THIS AGREEMENT is made at the City of _____, California, as of _____, 2006, by and between the City of Winters ("the CITY") and Ponticello Enterprises Consulting Engineers, Inc. ("CONSULTANTS"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the city the services described in Exhibit A, which consists of the Scope of Services submitted by the CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibits A and C.
2. The agreement will terminate on December 31, 2010, unless mutually agreed by CITY and CONSULTANT to extend for another term. This Agreement may be cancelled upon 30 days written notification by either party for its convenience, in accordance with Exhibit D.
3. **PAYMENT.** Exhibit C is the negotiated Rate Schedule for services and expenses. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, in accordance with Rate Schedule for services rendered pursuant to this Agreement at the times and in the manner set forth.
4. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for furnishing services pursuant to this Agreement, except as identified in Exhibit B.
5. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
6. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS,
a municipal corporation

CONSULTANT

By: _____
John W. Donlevy, Jr., City Manager

By: _____
Nicholas J. Ponticello, President

ATTEST BY CITY CLERK: _____

EXHIBIT A

City of Winters

CITY ENGINEERING SCOPE OF SERVICES

DESCRIPTION OF SERVICE

The City of Winters is requesting the services of a consultant, to provide on-call city engineering services. The consultant shall assign one individual as the City Engineer and primary contact, although additional consultant resources may be utilized to manage the services requested throughout the life of the contract. Direction for such services will come from the City Manager.

SCOPE OF SERVICES AND APPROACH

Assignment of a City Engineer/Engineer of Record

The City is in need of a licensed civil engineer to act as the City Engineer in responsible charge of providing engineering oversight of development, infrastructure, funding, and project implementation. Nicholas Ponticello will be designated as the City Engineer, and Engineer of Record, and will approve all engineering plans, maps and reports, supervise and be responsible for managing federal-aid projects in accordance with Caltrans Local Programs, and advise the City on ordinances, regulations, and financing options pertaining to engineering matters. Ponticello Enterprises (PE) will assist the City in developing working relationships with outside agencies and private utilities affecting the City, while reporting to the City Manager. PE will present information and recommendations to the City Council, as necessary, and respond to citizen complaints relating to engineering matters.

Engineering, Review and Professional Services for Planning Issues

The City is in need of professional engineering support during the planning, design and construction of private developments. PE will assist the City Manager and Planning Consultant in reviewing engineering aspects of planning applications, including reviewing tentative, parcel and/or final maps, infrastructure reports and master plans, all in accordance with the Subdivision Map Act of California, the General Plan, and local Master Plans and Ordinances. PE will assist in establishing and enforcing conditions of approval, subdivision agreements, and development agreements for Council approval.

Develop a Capital Improvement Program

PE will assist the City in establishing a multi-year Capital Improvement Program and annual budget. PE will assist in development of street, sewer, and stormwater project scopes, cost estimates, funding, and staging. In addition, master plans, engineering reports, and discussions with other agencies, including Yolo County and the Winters Unified School District, will be used to determine what additional projects are necessary to meet the needs of the community. PE will compile the project lists into a multi-year CIP for review, and Council approval.

Research, Recommend and Manage Funding Programs

PE will assist the City, in conjunction with Yolo County Transportation Authority and Caltrans, in researching, recommending and managing internal and external funding for transportation project implementation. PE will review and assist in updating the City's Development Impact Fee Program (AB1600) and Major Projects Financing Plan to ensure development fees are adequately collected, tracked and expended.

Prepare and Submit Annual Capital Improvement and Maintenance Projects

PE will coordinate with other Departments, and outside agencies, to refine the annual list of projects, to make sure the project is needed in that year and the budget is available. The City Engineer and will submit the annual capital improvement and maintenance budget to the City Manager for Council approval. Once the annual project list is approved, the City Engineer will work with the City to identify resources to execute each project.

Prepare CEQA/NEPA Documents

PE will assist the City's Community Services Director or Planning Consultant when environmental assessment/documentation services are necessary for projects. PE will assist to determine the type of environmental document required, and identify the resource for completing the work.

Prepare Plans, Specifications, and Estimates

Upon request by the City, provide engineering design services for those projects for which Ponticello Enterprises has the qualifying engineer experience and staff resources. Ponticello Enterprises reserves the first right of refusal to perform such design services. First right of refusal is subject to the City determining that Ponticello Enterprises has the appropriate qualifications. A comprehensive scope, schedule and cost breakdown will be developed for each project, for City Council approval. PE will interact on a regular basis with project stakeholders, city staff, and other consultants, to ensure project objectives are met. Budgets will be tracked, and the need for adjustments will be brought to the City before work proceeds.

Manage Capital Projects

PE will assist the City in managing new projects developed as part of the annual capital improvement and maintenance program. PE will establish the implementation schedule, and determine what resources are necessary to provide environmental, architectural/engineering, or construction management services, and if outside assistance is necessary, assist the City in a qualifications based selection (QBS) process. The designated PE Project Manager will administer projects from "cradle to grave". PE will coordinate with other Departments during development and execution of their specific projects, to ensure their needs are met. PE will provide peer review and plan checking as necessary. PE will handle budgets, and prepare requests for additional funds if justified. PE will take a summary of the project, including final expenditures, to the City Council for final acceptance and recordation of the notice of completion.

Provide Development Oversight

PE will review and approve all improvement plans for development of residential, commercial or industrial projects. PE will assist the City in obtaining compliance with engineering standards and conditions of approval. PE will work with City staff, as needed, to update the subdivision ordinance and fee schedule as necessary, and assist in development, review, and updating of master planning documents. PE will assist the City in establishing and collecting plan check and inspection fees, and construction security bonds.

Recommend Regulations and Ordinances Pertaining to Engineering Matters

PE will work with City staff to identify what will be needed for establishing or updating the City's engineering and development regulations, fees and ordinances.

Review and Revise Standard Plans

Upon request by the City, PE will update the City's Design and Construction Standards. PE will utilize other agency standards plus city staff discussions to determine essential revisions to the standard plans.

Provide Certified Land Surveyor and Field Survey Services

The City will need the services of a Licensed Land Surveyor, and survey crew. PE will contact local surveying firms, to determine their availability to provide on-call surveying support. In addition, PE will work with a qualified land-surveying firm on larger design and construction projects.

Resident Engineer and Inspection Services

Upon request by the City, PE will provide resident engineering and/or inspection services for those projects for which Ponticello Enterprises has the qualifying engineer experience and staff resources. These services are subject to mutual agreement between the City and Ponticello Enterprises and the availability of PE staff resources. The City reserves the right to contract separately for these services.

General Operations and Maintenance Support

Upon request by the City, and as approved by the City Manager, PE will assist operations staff with condition assessment, problem-solving, and remediation of existing City infrastructure.

CITY ENGINEERING SERVICES COST PROPOSAL

The specific workload for City Engineering Services has not been identified. Based on the Scope of Services, the following is a cost proposal that might be anticipated in order to provide the vital attention and oversight necessary to execute services in a manner consistent with the firm's professional standards. This proposal has been prepared based on our experience in providing similar services for municipalities.

The engineering services to be provided are based on a 12-month period, at the staff levels and hourly rates identified in this proposal. Ponticello Enterprises reserves the right to negotiate adjustments to hourly rates for follow-on years to compensate for labor cost increases, employee benefits, and other increases due to inflationary trends.

This cost proposal is preliminary only and subject to change, based on final negotiations with the City. Services provided under separate agreement will be based on the Hourly Rates Schedule attached.

(A) City Engineer Services

Those general engineering, development engineering, and administrative services that are provided, that are not specifically funded by a capital project or development project funds.

(B) Project Management Services

Those project management services performed by the City Engineer and/or the Senior Project Engineer and support staff, which are directly funded by Capital project funds.

(C) Development Services Engineering

Those development engineering support services performed by the City Engineer and/or Senior Project Engineer and support staff for development projects that are specifically funded in advance by developers or funded through fees collected by the City for those services.

(D) Engineering Design/Studies Services

Those design services performed by Ponticello Enterprises Consulting Engineers that would be funded and agreed to separately upon mutual consent between the City and Ponticello Enterprises Consultant Engineers.

| SCOPE OF SERVICES (1) | Average Est. Hours per Week | *Hourly Rate (See Rate Schedule) |
|--|--|---|
| | To be negotiated | |
| (A) City Engineering | 8 | |
| (B) Project Management | | |
| Senior Project Manager | 8-12 | |
| Senior Engineer/Assistant Engineer | 4 | |
| Senior Engineer Tech/Tech | 4 | |
| (C) Development Engineering Services | | |
| City Engineer | Funded separately by Developer Agreement | |
| Project Engineer | | |
| Senior Engineer/Assistant Engineer | | |
| Senior Engineer Tech | | |
| (D) Engineering Design/Studies Services | Funded separately by agreement | |
| | Rate | |
| Travel Time (2) | Hourly rate | |
| Mileage Reimbursement (3) | \$0.50/mile | |
| Reimbursables (4) | | |
| Supplies/Printing Costs (as needed) | Cost plus 5% | |

* Hourly rates subject to increase January 1, 2007.

(1) "Scope of Services" are those services which are performed at the City of Winters Office or Consultant's office, by Consultant's employees that are assigned to the City. The scope of services and approach identify the services that PE anticipates will be required

to meet the City's needs. PE can adjust its hours and project services to meet the City's budget. Many services and tasks identified will be reviewed during the course of the contract period to determine specifically which services will be funded by separate agreement.

The services to be provided for the tasks identified will be provided at the rates on the Consultant Rate Schedule, billed by the quarter-hour.

- (2) Travel time from Consultant's office to the City's office will be paid based on the hourly rate multiplied by the travel time pay factor of 0.65 (e.g., \$125.00 x 0.65 = \$81.25/hr) not to exceed one round trip per individual per day
- (3) Mileage- Vehicle Mileage is invoiced at \$0.50/mile. Vehicle mileage is charged for travel from the CONSULTANT's office.
- (4) Use of reimbursable supplies and printing will be minimized by make use of City resources whenever efficiency dictates.

EXHIBIT B

FACILITIES AND EQUIPMENT

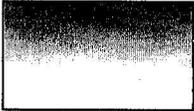
City Shall furnish physical facilities such as, desks, filing cabinets, and conference space, as may be reasonably necessary for the Consultant's use while performing services on the City's premises. The location, quantity, and time of furnishing of said physical facilities shall be in the sole discretion of the City.



PONTICELLO ENTERPRISES
CONSULTING ENGINEERS, INC.

EXHIBIT C

2006 HOURLY RATE SCHEDULE

| | <u>ENGINEERING</u> | <u>RATE</u> |
|--|--|-------------|
| CIVIL ENGINEERING  | Principal Professional Engineer | \$147.00 |
| | City/County Engineer | \$147.00 |
| | Assistant City Engineer/Senior Project Manager | \$125.00 |
| PUBLIC AGENCY ENGINEERING  | Senior Engineer | \$120.00 |
| | Project Engineer | \$103.00 |
| | Associate Engineer | \$103.00 |
| | Assistant Engineer | \$90.00 |
| PROJECT MANAGEMENT  | Senior Construction Inspector | \$90.00 |
| | Construction Inspector | \$81.00 |
| | Senior Engineering Technician | \$84.00 |
| | Engineering Technician | \$76.00 |
| FACILITY MANAGEMENT  | <u>ADMINISTRATION</u> | |
| | Office technician | \$55.00 |
| | Word processor | \$49.00 |

REIMBURSABLE EXPENSES

- Vehicle Mileage is charged for travel from the CONSULTANT's office, invoiced at \$0.50/mile.
- Travel time from Consultant's office to the City's office will be paid based on the hourly rate multiplied by the travel time pay factor of 0.65 (e.g., \$125.00 x 0.65 = \$81.25/hr) not to exceed one round trip per individual per day
- Expenses and sub-consultants are invoiced at cost plus 10%, when approved.
- A two- (2) hour minimum charge will be made for all field services. An eight- (8) hour minimum charge will be made for field services in excess of six (6) hours per day. A one- (1) hour minimum charge per day will be made for any office services.

The listed rates are for straight time. On certain classifications, overtime will be charged at 1.25 times the standard hourly rates. Sundays and holidays will be charged at 1.6 times the standard hourly rates.

Rate Schedule applicable through December 2006. Hourly rates may be adjusted to compensate for labor cost increases, employee benefits, and other increases due to inflationary trends. Ponticello Enterprises reserves the right on all contracts which incorporate this fee schedule to adjust the hourly rates on January 1st of each year as noted above, without changing any contract expenditure limits or not-to-exceed values.

EXHIBIT D

GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC. CONSULTANT represents to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, and commercial general liability insurance in the amount of \$1,000,000 per occurrence; provided (1) that the CITY, its officers, agents, and employees shall be named as additional insureds under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insureds will be called upon to cover a loss covered thereunder. The form of said endorsements(s) shall be supplied by the City.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.00.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation will be made during the

term of this agreement, without thirty (30) days written notice to the City Manager prior to the effective date of such cancellation in coverage.

CONSULTANT shall file with the City Manager concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto), or a form acceptable to the City, providing for each of the above requirements.

(5) CONSULTANT NOT AGENT. Except as performing the duties authorized as the City Engineer, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any other capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. Pursuant to this Agreement CONSULTANT work products shall be prepared in a professional manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the reasonable judge as to whether the work product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled upon 30 days written notification by either party for its convenience. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of termination of the contract. CONSULTANT shall be entitled to no further compensation for work performed after the date of termination of the contract. All completed and uncompleted work products up to the date of termination of the contract shall become the property of the CITY.

(10) WORK PRODUCTS OF CONSULTING. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and commission as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information.

This agreement creates a non-exclusive and perpetual license for Consultant to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant pursuant to this Agreement. Consultant shall not be limited in any way in its use of such documents and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Consultant's sole risk and that Consultant shall indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any claims arising out of Consultant's use of such documents and data for any project or purpose not covered by this Agreement.

Any use or reuse by City of such documents on any project other than the projects covered under this Agreement without employing the services of Consultant shall be at City's own risk. If City uses or reuses the project management documents on any project other than projects covered under this Agreement, it shall remove the Consultant's name, title, or seal from the documents and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the use or reuse of the project management documents on such other project.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from negligent acts, errors or omissions in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, except such loss or damage which was caused by the negligence, or willful misconduct of the City.

The City shall indemnify, hold harmless the CONSULTANT for the performance of CONSULTANT's duties, acting in the course and scope of its duties as City Engineer, and be entitled to the immunities provided governmental employees under the California Government Code

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or

counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel, except as acting as an Agent for the City as the City Engineer.

CONSULTANT acting in the course and scope of it's duties as City Engineer, shall be entitled to the immunities provided governmental employees under the California Government Code.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE : May 8, 2006

THROUGH: John W. Donlevy, Jr., City Manager 

FROM: Shelly A. Gunby, Director of Financial Management 

SUBJECT: Appropriation Limit for Fiscal Year 2006-2007

RECOMMENDATION:

City Council approve Resolution 2006-21, A Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIII B of the California Constitution for Fiscal Year 2006-2007

BACKGROUND:

Article XIII B of the California Constitution places a limit on the appropriations of all state and local agencies in California. It requires an annual review of the appropriation limit calculation. Resolution 2006-21 establishes the appropriation limit for the City of Winters pursuant to Article XIII B of the California Constitution for the Fiscal Year 2006-2007. This limit will be used when preparing the annual budget for the city to insure that appropriations are within the limit.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution 2006-21
Attachment A-Appropriation Limit Calculation

RESOLUTION 2006-21
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS ESTABLISHING AN APPROPRIATION LIMIT
PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA
CONSTITUTION FOR FISCAL YEAR 2006-2007

WHEREAS, Article XIII B of the Constitution of the State of California provides for the annual appropriations of governmental units to be the subject of limitations, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that an appropriation limit for the Fiscal Year 2006-2007 pursuant to Article XIII B of the Constitution of the State of California be established in the amount of \$4,817,926 and the same is hereby approved.

PASSED AND ADOPTED by the City Council, City of Winters, the 16th day of May 2006 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Martinez, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

**CITY OF WINTERS
APPROPRIATION LIMIT
FOR FISCAL YEAR 2006-2007
YEAR ENDED JUNE 30, 2007**

| | | |
|---|----|-----------|
| APPROPRIATION LIMIT, FISCAL YEAR 2005-06 | \$ | 4,705,456 |
| ADJUSTMENT FACTOR: | | |
| POPULATION GROWTH PERCENT | | 1.0239 |
| ANNUAL ADJUSTMENT IN DOLLARS | | |
| APPROPRIATION LIMIT FISCAL YEAR 2006-2007 | \$ | 4,817,926 |

2005-2006
APPROPRIATION LIMIT

Per Capita change = 3.96
Population change = -1.51

Per capital converted to a ratio

$$\frac{3.96+100}{100} = 1.0396$$

Population converted to a ratio

$$\frac{-1.51+100}{100} = 0.9849$$

Calculation Factor for FY 2000-2001

$$1.0396 \times .9849 = 1.023902$$

MAYOR:
Dan Martinez
MAYOR PRO TEM:
Woody Fridae
COUNCIL:
Tom Stone
Harold Anderson
Steven C. Godden



MAYOR EMERITUS:
J. Robert Chapman
TREASURER:
Margaret Dozier
CITY CLERK:
Nanci G. Mills
CITY MANAGER:
John W. Donlevy, Jr.

MEMO

TO: Honorable Mayor and Councilmembers
DATE: May 16, 2006
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Bruce K. Muramoto, Chief of Police; Scott Dozier, Fire Chief *CMuramoto*
SUBJECT: Public Safety Facility Update

INFORMATION:

This is an informational report to update council on the status of the new Public Safety Facility.

BACKGROUND:

On June 15, 2005 the city council approved the selection of the site for the new Public Safety Facility located at the intersection of Grant Ave. and Main Street. Council also authorized staff to develop a Request for Qualifications (RFQ) for design services for the project. We will be presenting to council an RFQ for design services within the next several months.

Chief Muramoto and Chief Dozier have toured the following local police and fire facilities to explore design and specifications for the Public Safety Facility:

- Rumsey-Cache Creek Fire Department
- Woodland Police Department
- Dixon Fire Department
- Davis Police Department

We also plan to visit other police and fire facilities in the next coming months to give us a better perspective of joint use applications for the new facility. Research is currently being conducted of those cities that have a joint public safety facility. Questions pertaining to records keeping operational issues have been asked. At a later date, both Chief's plan to involve other staff members in visiting selected police/fire sites for similar experiences.

In addition to exploring the traditional architectural approach to facility design and construction, staff is also researching the possibility of using the "design-build" as the method of choice to construct the new Public Safety Facility. On September 6, 2005, AB 1329 was enacted into law. AB 1329 changed section 20175.2 Public Contract Law to

allow cities, in Yolo and Solano counties, to build projects using design-build till January 1,2011. Cities may award design-build contacts using the lowest responsible bidder or by best value.

With the Highlands project approval, both Chief's will be meeting would other department heads and city consultants to form a "Public Safety Facility" committee to help manage various aspects of for this project. This committee will help ensure excellent internal communication and coordination for a project of this complexity and magnitude.

ALTERNATIVES:

None by this action

FISCAL IMPACT:

None by this action

| Act ID | Description | Early Start | Early Finish | Original Duration |
|--------|--|-------------|--------------|-------------------|
| 850 | DESIGN BUILD TEAM SELECTION | 04SEP06 | 22DEC06 | 16w* |
| 860 | Consultant Develop Programming Document | 04SEP06* | 28SEP06 | 4w |
| 1010 | City Develops RFP Pkg | 02OCT06 | 13OCT06 | 2w |
| 1020 | Design Build Teams Respond to RFP | 16OCT06 | 02NOV06 | 3w |
| 1030 | City of Winters Reviews RFP Submittals | 06NOV06 | 17NOV06 | 2w |
| 1090 | Design Build Short List Developed | 17NOV06 | 17NOV06 | 0 |
| 1100 | City Interviews Short List | 20NOV06 | 24NOV06 | 1w |
| 1110 | City Selection/Approval of Design Build Team | 27NOV06 | 08DEC06 | 2w |
| 1115 | Contract Negotiations | 22DEC06 | 22DEC06 | 2w |
| 1120 | Tentative Date for Award of Contract | 11DEC06 | 22DEC06 | 0 |

| Act ID | Description | Early Start | Early Finish | Original Duration |
|--------|--|-------------|--------------|-------------------|
| 1040 | SCHEMATIC DESIGN SUMMARY | 27DEC06 | 02MAR07 | 9w2d* |
| 1045 | Kickoff Meeting w/Design Build Project Team | 28DEC06 | 28DEC06 | 1d |
| 1050 | Program Verification by Design Build Team | 27DEC06* | 10JAN07 | 2w |
| 1060 | Schematic Design Production | 07FEB07 | 14FEB07 | 6w |
| 1084 | Design Build Team Coord & Submits SD to City | 08FEB07 | 14FEB07 | 1w |
| 1085 | City Reviews Schematic Design | 15FEB07 | 15FEB07 | 1d |
| 1087 | Meeting to Discuss SD review comments | 16FEB07 | 01MAR07 | 2w |
| 1375 | City Approval of SD Package | 02MAR07 | 02MAR07 | 1d |

| Act ID | Description | Early Start | Early Finish | Original Duration |
|--------|---|-------------|--------------|-------------------|
| 1155 | DESIGN DEVELOPMENT SUMMARY | 05MAR07 | 08MAY07 | 9w2d* |
| 1166 | 100% DD Production | 05MAR07 | 13APR07 | 6w |
| 1195 | Design Build Team Coord & Submits to City | 16APR07 | 20APR07 | 1w |
| 1205 | City Reviews Design Development | 23APR07 | 23APR07 | 1d |
| 1215 | Meeting to Discuss DD review comments | 24APR07 | 07MAY07 | 2w |
| 1235 | City Approves DD Submittal | 08MAY07 | 08MAY07 | 1d |

| Act ID | Description | Early Start | Early Finish | Original Duration |
|--------|---|-------------|--------------|-------------------|
| 1300 | CONSTRUCTION DOCUMENT - SUMMARY | 09MAY07 | 28AUG07 | 15w4d* |
| 1305 | 50% Construction Documents Production | 09MAY07 | 05JUN07 | 4w |
| 1320 | Design Build Team 50% CD's Cost Verification | 06JUN07 | 12JUN07 | 1w |
| 1325 | City Review of 50% Construction Docs | 13JUN07 | 13JUN07 | 1d |
| 1335 | Meeting to discuss 50% CD review comments | 14JUN07 | 27JUN07 | 2w |
| 1340 | 100% Construction Documents Production | 28JUN07 | 28JUN07 | 1d |
| 1341 | Design Build Team 100% CD's Cost Verification | 30JUL07 | 03AUG07 | 4w |
| 1355 | Design Build Team Submits 100% CD's Pkg to City | 07AUG07 | 08AUG07 | 1d |
| 1365 | City Review of 100% CD's | 07AUG07 | 20AUG07 | 2w |
| 1366 | Meeting to Discuss 100% Review Comments | 21AUG07 | 21AUG07 | 1d |
| 1370 | Design Build Team heap 100% Comments | 22AUG07 | 28AUG07 | 1w |

| Act ID | Description | Early Start | Early Finish | Original Duration |
|--------|--|-------------|--------------|-------------------|
| 1400 | AGENCY REVIEW/APPROVAL - SUMMARY | 28AUG07 | 16OCT07 | 7w* |
| 1409 | Design Build Team Submit for City Permit | 28AUG07 | 28AUG07 | 0 |
| 1410 | Estimated Review Time | 29AUG07 | 09OCT07 | 6w |
| 1420 | Backcheck and Final Agency Approval | 10OCT07 | 16OCT07 | 1w |
| 1425 | Tentative Date for Issuance of Permit | 16OCT07 | 16OCT07 | 0 |

| Act ID | Description | Early Start | Early Finish | Original Duration |
|--------|--|-------------|--------------|-------------------|
| 1620 | Building Construction (Assume 10 Months) | 17OCT07 | 25JUL08 | 40w |
| 1630 | Tentative FFE and Move-in | 14JUL08 | 08AUG08 | 4w |

2006
 2007
 2008
 2009
 2010

AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN

City of Winters Public Safety Facility

| | |
|---------------------------|---------|
| Start date | 14AUG06 |
| Finish date | 08AUG08 |
| Date date | 14AUG06 |
| Run date | 15AUG06 |
| Page number | 1A |
| © Primavera Systems, Inc. | |



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: May 16, 2006
FROM: Nicholas J. Ponticello, City Engineer **njp**
THROUGH: John W. Donlevy, Jr., City Manager
SUBJECT: Public Safety Facility, Project No. 05-03

Recommendation:

The City Council receive and file this report on the Public Safety Facility, Project No. 05-03.

Background:

The Fire and Police Departments are housed in facilities that are functionally deficient, undersized for the efficient operations of the Departments, and inadequate to serve to serve the needs of the growing community.

The Public Safety Facility, Project No. 05-03, was established to design and construct a facility to house both Departments. On June 15, 2005, the City Council approved the selection of the site for the new facility. The site is located along West Main Street, north of Grant Avenue, off the future street being constructed with the Ogando-Hudson subdivision, and the land will be granted to the City with the Ogando-Hudson Final Map (see attached Exhibit A-3). Also on June 15, 2005, Council authorized staff to develop a Request for Qualifications for design service.

The next step in implementing the project is to establish the program for the site and facility. The services of a consultant qualified in Fire and Police facilities will be solicited to assist the City in laying out the site and floor plan, based on the needs of each Department, and the available budget. Staff will come back to Council with a consultant agreement, once a consultant has been selected.

Programming will occur over the next several months with commencement of design in early 2007. Construction is currently scheduled for 2008.

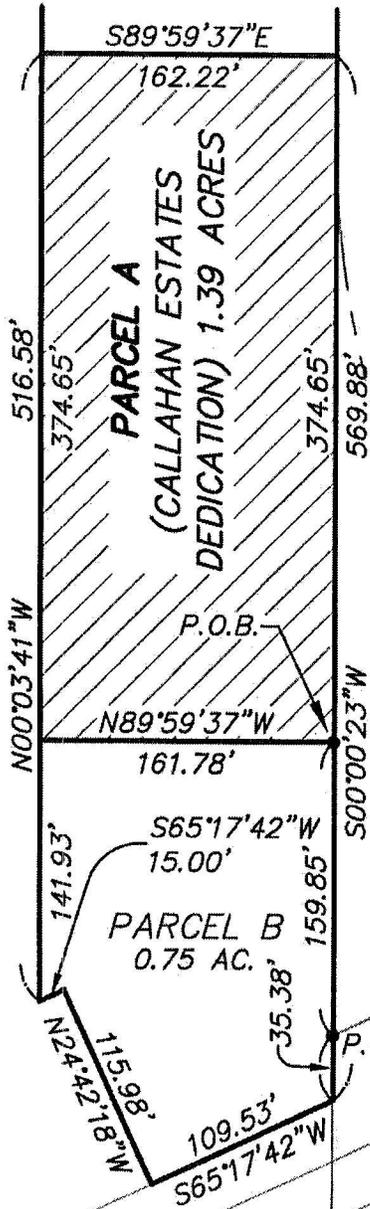
Fiscal Impacts:

The Programming Phase of the project will be funded out of Police Impact (Fund 414) and Fire Impact (Fund 415) accounts. Winters Highlands has agreed to front the majority of the project costs as part of their Development Agreement.

The Project Budget Sheet (PBS) for the project will be included with the 5-year Capital Improvement Program budget, which will be brought to Council in June.



SCALE: 1" = 100'



ASTOR STREET

1 2 3

12 11 10

CARTER RANCH
PHASE 1
2000 MB 170

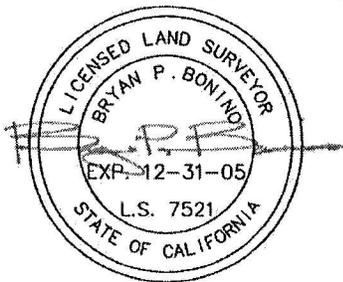
13 14

MAIN STREET

CITY OF WINTERS
LOT A

AVENUE

(STATE HWY 128)



LM
 CIVIL ENGINEERING
 LAND SURVEYING
 PLANNING
LAUGENOUR AND MEIKLE
 608 COURT STREET, WOODLAND, CA 95695
 PHONE: (530) 662-1755
 FAX: (530) 662-4602

EXHIBIT A-3
DEDICATION TO THE CITY OF WINTERS

A PORTION OF LOT 3, BANK OF YOLO
 SUBDIVISION, BOOK 3, MAPS & SURVEYS,
 PAGE 23 BEING A PORTION OF SECTION 21,
 TOWNSHIP 8 NORTH, RANGE 1 WEST, M.D.M.
 YOLO COUNTY, CALIFORNIA

MAYOR:
Dan Martinez
MAYOR PRO TEM:
Woody Fridae
COUNCIL:
Tom Stone
Harold Anderson
Steven C. Godden



MAYOR EMERITUS:
J. Robert Chapman
TREASURER:
Margaret Dozier
CITY CLERK:
Nanci G. Mills
CITY MANAGER:
John W. Donlevy, Jr.

STAFF REPORT

TO: Honorable Mayor and City Council Members
DATE: May 16, 2006
THROUGH: John W. Donlevy, City Manager *JWD*
FROM: Nicholas J. Ponticello, City Engineer *NJP*
SUBJECT: City of Winters Grant Ave. Access Study

RECOMMENDATION: Staff requests that City Council hear the presentation on the Grant Ave. Access Study and take one of the following actions:

- Schedule a public hearing to receive public comment on the options presented.
- Provide staff with comments and recommendations for modifications to the Options presented.
- Provide Staff with other direction.

BACKGROUND: In May of 1992, the City Council adopted the City of Winters General Plan along with the Circulation Master Plan. As part of the Circulation Master Plan, a network of existing and future streets was identified to address future traffic conditions and impacts caused by new development.

The Circulation Master Plan identified future peak hour levels of service at key intersections and traffic volume standards for roadway segments along the Grant Ave. Corridor and identified improvements to address future traffic conditions. Key future improvements identified that are relevant to this study are as follows:

Roadway Segments

Grant Ave – I505 to Railroad Ave. – 4-lane arterial roadway
Grant Ave- Railroad Ave. to West Main Street- 2-lane arterial roadway
Grant Ave.- West Main Street to Valley Oak Drive- 4- lane arterial roadway

Key Intersections

Grant Ave at I505 Interchange- Traffic Signals –north and south off-ramps
Grant Ave. at East Main Street- Traffic Signal
Grant Ave at Dutton Street- Traffic Signal
Grant Ave at Railroad Ave- Traffic Signal
Grant Ave. at West Main Street- Traffic Signal
Grant Ave. at Valley Oak Drive- Traffic Signal

In addition to the Key Intersections above, the following intersections may require future traffic signals or other intersection traffic control improvements:

Grant Ave. at Morgan Street

Grant Ave. at Future Industrial Road
Grant Ave. at Hemenway
Grant Ave at Taylor Street

In January of 1999, Fehr & Peers was awarded a contract to perform the Morgan Street Area Circulation Study of the intersection to determine if the intersection met traffic signal warrants, and to describe the options for traffic circulation in the vicinity of the Morgan Street and Grant Ave. intersection. In December of 1999, The Public Works Director/City Engineer recommended to the City Council support of the recommendations of the Traffic Study, which were as follows:

1. Do not extend Morgan Street to Colby Lane. Instead, wait for future development on the north side, at the shopping center, when a traffic signal would probably be required at the commercial driveway at Morgan Street.
2. Look for opportunities to consolidate the number of intersections on Grant Ave (SR 128) and allow for future turn lanes and signalization.
3. Look for opportunities to construct surface improvements at Grant Ave. and Morgan Street to help delineate the location where pedestrians would possibly be crossing the street.
4. Upon installation of surface improvements, monitor intersection and if problem persists, continue to pursue approval from Caltrans for the installation of a flashing warning beacon similar to the one located on Grant Ave. at Waggoner Elementary school.
5. When there is need to examine the Circulation Element of the General Plan consider the most realistic street pattern in the vicinity of Grant Street intersections at Walnut, Dutton and East Street to improve traffic safety.

As part of analyzing traffic conditions and impacts that result from new development applications being processed in the City, staff requested that the Grant Ave. access corridor study and subsequent improvements, including Morgan Street Intersection, be included as part of the Development Agreements being negotiated with developers.

Development Agreements on Winters Highlands and Ogando-Hudson developments require that the developments fund the Grant Ave. Access Study and contribute \$500,000 towards recommended improvements along Grant Ave., primarily between Railroad Ave. and Morgan Street. In addition, the developers are required to contribute \$150,000 towards improvements on Grant Ave. at Morgan Street.

Fehr & Peers, the City's traffic consultants was contracted to perform the Grant Ave Access Study. As part of the Grant Ave Access Study, particular attention and focus was directed to the Grant Ave. corridor in the vicinity of the Walnut Ave., Dutton Street, and East Street due to the close proximity of the streets to each other and their convergence on to Grant Ave. Staff was requested to explore options and alternatives to controlling these intersections. In addition, staff was requested to explore the possibility of reducing the 4-lane arterial segment of Grant Ave. to two lanes and providing pedestrian and bicycle safety enhancements.

Methods explored for controlling intersections and analyzing the feasibility to reduce lanes and increase pedestrian and bicycle safety on the Grant Ave. corridor were:

Side Street Closures
Traffic Signals
Roundabouts
Wider landscape corridors

In addition to preparing the Grant Ave. Access Study, Fehr & Peers met with Dan Burden, consultant to the Local Government Commission on the "Community Workshops for Improving Transportation Connections and Safety in Our Neighborhoods". The meeting was held for the purpose of presenting the LGC with information regarding the Grant Ave Access Study and its relationship to identifying and addressing pedestrian and bicycle safety and walkable community benefits associated with the Study's recommended improvements along Grant Ave.

Fehr & Peers has completed the Grant Ave. Access Study and prepared a presentation for the City Council. The presentation will cover the purpose of the Study, the evaluation criteria, the alternatives/options analyzed, and a summary of the findings.

The Study identifies recommendations for Improvements to Grant Ave, maintaining 4-lanes with traffic signals and recommendations for improvements, reducing segments of Grant Ave. to 2-lanes with roundabouts.

Staff is asking the City Council to take one of the actions identified in the Recommendations section of this Staff Report

ALTERNATIVES: No alternatives.

FISCAL IMPACT: No General Fund Impact is anticipated. New Development will fund improvements.

Attachments: Presentation Handout
Grant Ave. Access Study



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE : May 16, 2006

THROUGH: John W. Donlevy, Jr., City Manager *JWD*

FROM: Nanci G. Mills, Director of Administrative Services, City Clerk *Nanci*

SUBJECT: Preparation of Agenda Packets – Resolution 2006-17

RECOMMENDATION:

Adopt Resolution 2006-17 as presented or modified as deemed appropriate by the City Council.

BACKGROUND:

Council reviewed attached City policy at their April and asked staff to prepare a resolution and bring back for consideration and adoption.

FISCAL IMPACT:

None by this action.

**CITY OF WINTERS
RESOLUTION 2006-17**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
ADOPTING A FORMAT AND PROCESS FOR COUNCIL COMMUNICATIONS**

WHEREAS, The City of Winters many years ago developed a format and process for the preparation and presentation of items to the City Council for consideration and approval; and

WHEREAS, that format is out of date and over the years with the changes in staff the process has been inconsistently applied; and

WHEREAS, The City recognizes that a consistent application of the Council Communication format and process not only assists staff, but also provides the Council with a clear vision of what the staff is asking for or is providing for Council information; and

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

There is a staff report that must accompany agenda items as a communication cover sheet, which requires the City Manager's signature. The item will not be placed on the agenda without the signature of the City Manager, or without his verbal okay to the Director of Administrative Services or his/her designee.

The subject box at the top of the staff report should indicate briefly what the Communication is in reference to. The Recommended Action should be the exact language requested for adoption. Council reads the Recommended Action verbatim (usually) and utilizes that language as the adoption of the item. It is also the verbiage placed in the minutes. It should be clear, concise and leave no room for assumptions. If calling for the adoption of a Resolution, it should so state. In some instances, the requested action could be extensive. The action could then state, "that the Council adopts the items listed below" or the "recommended action as stated".

The Background gives specific information on the item as Council has a lot of material to read and digest. The Council Communication should contain as much information as is vital for the Council to make informed decisions, but not language and verbiage that are extensive and difficult to understand. Abbreviations should not be used. Language that is technical or assumptive should not be used. The Council Communication should be as clear and simple as possible as it is read by citizens as well as Council and other staff members who may not be familiar with technical terms or in-house acronyms.

All fonts should be at a minimum 10-point with preference at 12-point. The Department Director should sign all Council Communications. Council Communications

and attachments are due in the City Manager's office not later than 5:00 p.m. on the Tuesday prior to the Council meeting. The Agenda packet preparation process is involved and time consuming. The packet cannot be run until everything is in, verified, and approved by the City Manager. Unless the item is an emergency item, it should be held over until the following meeting if it is not ready in total by 5:00 p.m. on the Tuesday deadline.

This Resolution shall take effect upon its adoption.

This Resolution was adopted at the regular meeting of the City Council on May 16, 2006, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

DAN MARTINEZ, MAYOR

ATTEST:

NANCI G. MILLS, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE : May 16, 2006
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Nanci G. Mills, Director of Administrative Services, City Clerk *Nanci*
SUBJECT: Resolution 2006-18, Policies and Procedures for Naming and Dedicating City Facilities

RECOMMENDATION:

It is recommended that the City Council discuss the policies and procedures that are outlined in Resolution 2006-18, make any changes, and adopt as is or amended.

BACKGROUND:

At the April 18, 2006 Council meeting the Council requested that a resolution be brought back to the next City Council meeting outlining the policies and procedures for naming and dedicating city facilities.

FISCAL IMPACT:

None by this action.

CITY OF WINTERS

RESOLUTION NO. 2006-18

A RESOLUTION OF THE WINTERS CITY COUNCIL ADOPTING POLICIES AND PROCEDURES FOR NAMING AND DEDICATING CITY FACILITIES

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

SECTION 1: The City Council shall name municipal building/facilities in recognition of the following:

- A. Naming City buildings, streets, parks, and other facilities serves a public interest by recognizing important landmarks, locations, or persons. This assists the public not only in identifying and visiting these places, but also promotes civic pride.
- B. In order to facilitate that manner in which public facilities may be named, the City Council believes that it should set forth the guidelines for identifying facilities that should be named and the manner in which names may be selected.

SECTION 2: The public facilities affected by this Resolution are as follows:

- A. Buildings: City-owned facilities used for City administration or other City business. Such facilities include, without limitation, the Community Center, City Council Chambers, meeting rooms, Police and Fire Facility and any newly constructed buildings.
- B. Support Facilities: City-owned facilities that support field operations. Support facilities include, without limitation, the corporation yard and water and wastewater pump stations.
- C. Parks: City-owned facilities utilized as recreation or open space sites and trail areas. Park sites include developed and undeveloped park areas and designated open space areas.
- D. Recreation Facilities and Amenities: City-owned facilities used primarily for sports, recreation and leisure activities, including, without limitation, athletic fields, tennis/basketball/handball courts, community centers, gazebos and meeting rooms.
- E. Streets: A Street Naming Committee was appointed by the City Council and makes recommendations to the City Council on the names of new streets.

SECTION 3: City facilities will be named pursuant to the following guidelines:

- A. Names given to facilities will provide easy and recognizable references for City residents, corporate citizens and other visitors. Such names should generally reflect the facility's geographic location (such as a major street, location, neighborhood) or the City's name if the facility serves the entire population.

- B. In certain, unusual, circumstances, where names reflecting the geographical location or the City are unworkable, names may reflect topography, notable flora, or historical precedent.
- C. Under extraordinary circumstances, consideration may be given to naming facilities after significant personages who made prominent contributions to the City's community.
- Individuals, living or deceased, who have made outstanding contributions to the City of Winters or Winters community
 - Individuals, living or deceased, who have made contributions of local, state, national or worldwide significance

SECTION 4: Facilities will be dedicated as follows:

- A. Groups or individuals may submit recommendations for a name in writing (Exhibit A). Recommendations may also come from other City boards and or commissions. All recommendations will be given the same consideration without regard to the nomination source.
- B. Following the City Council's action, the City Manager, or designee, will install a plaque on the facility which includes the following:
1. Facility name;
 2. Dedication date;
 3. Additional information determined by City Council action at the time of naming the facility.
- C. If a plaque currently exists on a building or facility being named or dedicated, that plaque will be retained and appropriately displayed.

SECTION 5: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 16th day of May, 2006.

Dan Martinez, Mayor

ATTEST:

Nanci G. Mills, City Clerk

EXHIBIT A

CITY OF WINTERS

Naming and Dedicating City Facilities to recognize an Individual or Organization

NOMINATION FORM

Nomination for consideration in the naming of a City-owned facility. Please type or print clearly and submit to the office of:

**City Clerk
318 First Street, Winters, CA 95694
Telephone: 530-795-4910
Fax: 795-4935**

Date _____

I. Individual/organization submitting name: _____

Address: _____ Telephone: _____ Fax: _____

II. Nominee: (circle one) Individual Organization Club

1. Name: _____ Telephone: _____

2. Mailing Address: _____ Zip

Code: _____
Number of Years in Winters area _____

Recommended Name of
Facility _____
Location of
Facility _____

Explanation of why this individual / organization should be considered. (This information will be used by the Commission to determine the basis for their decision.) (Use additional paper if needed).

Reviewed by City Council on: Date _____



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE : May 16, 2006

THROUGH: John W. Donlevy, Jr., City Manager *John*

FROM: Nanci G. Mills, Director of Administrative Services, City Clerk *Nanci*

SUBJECT: Naming of Railroad Trestle Bridge - Resolution 2006-19

RECOMMENDATION:

Adopt Resolution 2006-19 as presented or modified as deemed appropriate by the City Council.

BACKGROUND:

The City Council agreed to name the Railroad Trestle Bridge after J. Robert Chapman at its April 18, 2006 Council meeting and bring it back in the form of a resolution for adoption.

FISCAL IMPACT:

None by this action. The cost would depend on what type of dedication the Council decided on (ie: plaque/monument).

CITY OF WINTERS

RESOLUTION 2006-19

WHEREAS, J. Robert Chapman was a lifelong resident from a pioneering family of Winters, and

WHEREAS, J. Robert Chapman served on the Winters City Council from 1980 to 1996, 14 of those years as Mayor, and recently served as a City Councilman since 2002. Prior to City Council service, he served on the Winters Planning Commission for six years, and

WHEREAS, during his tenures on the City Council, Bob led the City through numerous initiatives including the construction of the Winters Community Center, the 1992 General Plan and keeping the City fiscally viable. He played a key role in the overall economic revitalization of the downtown and numerous capital projects including the rehabilitation of the historic trestle bridge, Putah Creek car bridge, amphitheatre, traffic improvements and a downtown parking lot, and

WHEREAS, J. Robert Chapman represented the City and Yolo County on regional boards including Yolo County Local Agency Formation Commission, Sacramento Area Council of Governments, where he was instrumental in securing the funding for the rehabilitation of the trestle bridge and numerous other boards and commissions, and

WHEREAS, J. Robert Chapman's life has been committed to public service. Besides serving the City of Winters, he served 30 years in the California National Guard, retiring at the rank of Colonel in 1996. Through service clubs, he was a member of the Lions Club and most recently a 20-year member of the Rotary Club of Winters, serving as President in 2004. In 2002, he was named "Citizen of the Year" in Winters for his contributions to the community, and

NOW, THEREFORE, BE IT RESOLVED, That the Winters City Council is honored to name the rehabilitated trestle bridge "The J. Robert Chapman Railroad Trestle Bridge".

PASSED AND ADOPTED this 16th day of May, 2006.

Dan Martinez, Mayor

ATTEST:

Nanci G. Mills, City Clerk



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : May 16, 2006
FROM: John W. Donlevy, Jr., Executive Director 
SUBJECT: Winters High School Football Lighting Project

RECOMMENDATION:

That the CDA Board of Directors cancel the budgeted Winters High School Football Field Lighting Project and return the funding to the Unallocated Fund Balance of the CDA.

DISCUSSION:

Since 2003, the Community Development Agency has pursued a combination Agency/Volunteer effort to replace the lighting at Dr. Sellers Field at Winters High School. The project would have included agency purchase of lighting and volunteer installation with a DSA Inspector.

In May, 2005, plans were submitted to the WJUSD for review and plans for the purchase of the lighting structures was arranged.

Unfortunately, the School District has been required to decline our offer for the installation. According to the Districts architect, in addition to the lighting, the Agency would be required to also install a security lighting system with back-up generation for the facility. This would add an addition \$100,000 to the project scope.

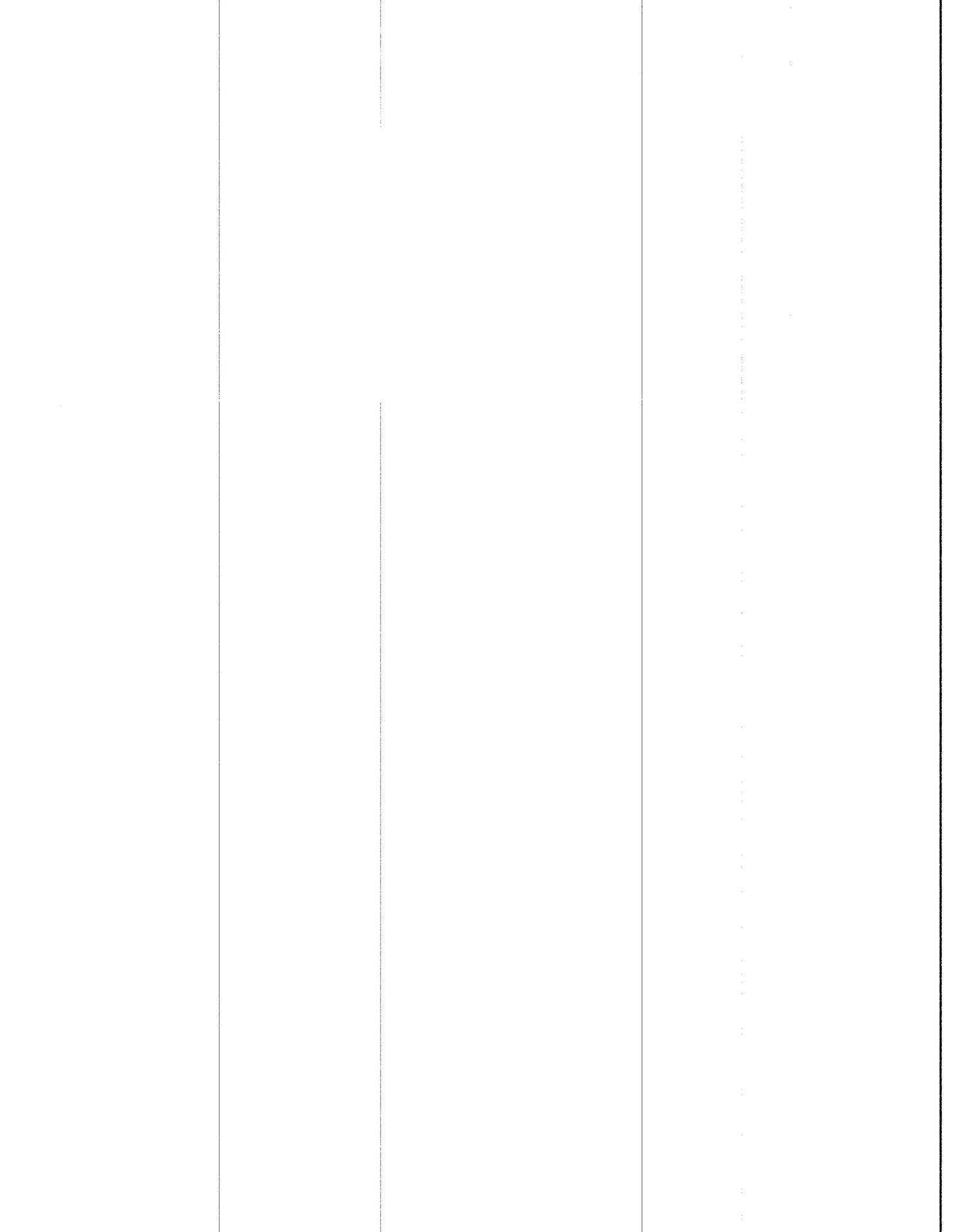
This addition makes the project beyond the Agency's financial capabilities for this item. Staff is recommending that the Agency simply cancel the project and return the funding to the CDA Unallocated Fund Balance.

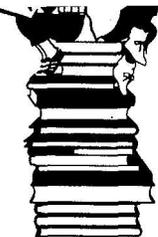
FISCAL IMPACT:

Savings of \$70,000 from the current CDA Capital Budget.

Attachement:

Memo from Dale Mitchell declining funding.





909 WEST GRANT AVE., WINTERS, CA 95694

530/ 795-6100 FAX 530 / 795-6114

**DALE J. MITCHELL, Ed. D.
SUPERINTENDENT**

TOM HARDING
KATHY McINTIRE
ROBERT NICKELSON
RODNEY OROSCO
MARY JO RODOLFA
RICHARD ROMNEY
JAY SHEPHERD

April 27, 2006

To: John Donlevy
City Manager

From: Dale J. Mitchell, Ed.D.
Superintendent

Subject: Football Field Lights

The Winters Joint Unified School District appreciates the interest of the City of Winters to improve the quality of lighting for the Winters High School football field. The generous offer of \$70,000 to fund the replacement of the existing lights and poles is a substantial commitment by the City.

Unfortunately, the scope and cost of the project exceeds the commitment of the City of Winters. The District has engaged in conversations with our architect and reviewed Division of State Architect requirements, to learn that replacement of the existing lights and poles would also require the district to address geotech conditions, accessibility, fire-life and safety issues, and electrical capacity. Our additional understanding is that the District would also be required to install emergency lighting as part of the project, even though emergency lighting does not presently exist. The estimated costs to meet these additional requirements are approximately another \$100,000.

The District appreciates the commitment that the City of Winters is willing to make in order to improve the quality of the WHS football field lighting. However, as previously stated, the scope and cost of the project exceed the resources that the City is able to make available. Presently, the replacement and improvement of the lights is not a District facility priority nor does the district have sufficient facility funding to augment the City's commitment.

cc: Board of Trustees
Gary Cook, Director of Facilities
George Griffin, WHS Principal

WE LEARN TOGETHER / APRENDEMOS JUNTOS



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: May 16, 2006
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Stephen Streeter, Redevelopment Consultant *SS*
SUBJECT: Senior Housing Rehabilitation Program

RECOMMENDATION:

That the Agency Board:

1. Adopt Resolution No. 2006-03 to approve the Senior Owner-Occupied Housing Rehabilitation Program
2. Acknowledge a previous budget encumbrance in the amount of \$200,000 to provide initial funding for this program.

SUMMARY OF PROJECT:

- The purpose of the Housing Rehabilitation Program is to maintain residential properties within the City of Winters ("City") which are occupied by low, very low, or extremely low-income senior households. A senior household is defined as one in which any applicant or co-applicant is 65 years of age or older. Persons 50 years old or older who meet the Social Security Administration definition for having physical disabilities are also eligible.
- The primary objective of the Program is to provide decent, safe and sanitary housing for low, very low or extremely low-income residents of the City through the correction of actual or potential health and safety problems in existing structures.
- The secondary objectives of the Program are: 1) to preserve the City's affordable housing stock; and 2) to assist in the process of neighborhood revitalization.

BACKGROUND: The 2002 Housing Element speaks to the preservation of existing housing in the following goals, policies and implementation programs that pertain to this program, i.e.:

Goal II.B: To encourage the maintenance, improvement, and rehabilitation of the City's existing housing stock and residential neighborhoods.

Policies:

- II.B.1** The City shall encourage private reinvestment in older residential neighborhoods and private housing rehabilitation.
- II.B.2** The City shall pursue available and appropriate State and federal funding to meet the rehabilitation objectives of the Housing Element.
- II.B.5** The City shall require abatement of unsafe structures, giving property owners ample opportunities to correct deficiencies.
- II.B.6** The City shall promote the preservation of architecturally and historically significant residential structures.

Goal II.C: To encourage energy efficiency in both new and existing housing.

Policies:

- II.C.2** The City shall promote incorporation of energy conservation and weatherization features in existing homes.

2002 HOUSING ELEMENT IMPLEMENTATION PROGRAMS:

- II.10.** The City will continue to provide housing rehabilitation assistance to very low- and low-income homeowners and to rental property owners with very low- or low-income tenants. The City will continue to implement, annually review, and revise as needed, program guidelines for housing rehabilitation assistance.

The City publicizes the Housing Rehabilitation Program with the help of the program's contract administrator. Interested homeowners and other applicable parties can acquire information about this program through fliers at the Community Development Department's counter, the City's utility billing mailings, and targeted property mailings.

Responsible Agency: City Council, Community Development Department, Community Development Agency (redevelopment)

Financing: CDBG funds; HOME funds; CalHome funds; California Housing Finance Agency (CalHFA) HELP Program; and Redevelopment Housing Set-aside Funds (Estimated funding needed: Minimum of \$200,000. Ability to fund this program will largely be dependent on receiving grant/loan funds from State and Federal funding sources through a competitive process.)

Time Frame: Ongoing, 2002 – 2007. Annual review and revisions of program guidelines, as appropriate.

DISCUSSION: The program will be important to improving housing for senior citizens who are often most in need of assistance due to household income levels and difficulty in keeping up with repairs and maintenance. The Program Design (Attachment B) and the Program Description and Procedures Manual (Attachment C) provide details about the program.

ENVIRONMENTAL REVIEW: This program is not subject to the requirements of the California Environmental Quality Act.

FISCAL IMPACT: This item has previously been held in the CDA Housing Fund Budget. The grants of up to \$20,000 per household would be allocated based on eligibility requirements.

ATTACHMENTS:

- A. Resolution
- B. Program Design
- C. Program Description and Procedures Manual
- D. Program Application

COMMUNITY DEVELOPMENT AGENCY RESOLUTION NO. 2006-02

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS TO APPROVE THE SENIOR OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM

WHEREAS, the Community Development Agency (CDA) of the City of Winters has adopted an ordinance establishing a low and moderate income housing fund; and

WHEREAS, the CDA has issued tax increment bonds which provide funding for the programs of the CDA; and

WHEREAS, the CDA must utilize twenty percent (20%) of its tax increment revenues to improve and expand housing affordable to low-to-moderate income households; and

WHEREAS, the CDA is desirous of providing a Senior Housing Rehabilitation Program for homeowners as described in the proposed Program Design, Agreement and Scope of Work; and

WHEREAS, the CDA proposes to make \$200,000 available from the Housing Fund Bond Proceeds, providing rehabilitation assistance loans for very low-, low- and moderate-income households; and

WHEREAS, given the high cost of ownership housing in relation to wages, salaries and retirement income in the Winters area, substantial numbers of very low-, low- and moderate-income households, who are residents of the Winters Community Development Project Area and of the City, find it difficult to maintain their homes to standards set forth by the State Health and Safety Standards.

NOW, THEREFORE, BE IT RESOLVED, that the Community Development Agency of the City of Winters that the Senior Owner-Occupied Housing Rehabilitation Program is hereby approved.

PASSED AND ADOPTED at a regular meeting the City of Winters Community Development Agency, County of Yolo, State of California, on the 16th day of May, 2006, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Martinez, Chairman

ATTEST:

Nanci G. Mills, City Clerk, City of Winters

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS

SENIOR HOUSING REHABILITATION PROGRAM DESIGN

OWNER-OCCUPIED PROPERTIES

I. INTRODUCTION

A. Purpose & Objectives:

1. The purpose of the Housing Rehabilitation Program is to maintain residential properties within the City of Winters ("City") which are occupied by low, very low, or extremely low-income senior households.
2. The primary objective of the Program is to provide decent, safe and sanitary housing for low, very low or extremely low-income residents of the City through the correction of actual or potential health and safety problems in existing structures.
3. The secondary objectives of the Program are: 1) to preserve the City's affordable housing stock; and 2) to assist in the process of neighborhood revitalization.

B. Authority:

1. The five members of the City Council of the City of Winters, acting in their capacity as Commissioners, form the governing body for the Community Development Agency of the City of Winters ("CDA"). This Program Design, containing the policies that form the framework for the Housing Rehabilitation Program, has been adopted by the CDA Commissioners. No revisions may be made hereto without the express action of the CDA Commissioners.
2. The Executive Director of the CDA is hereby granted the authority to make exceptions to the policies contained in this Program Design to the extent necessary to provide assistance required to correct health and safety hazards that are deemed an imminent threat to the occupants' physical well-being.

C. Program Funding:

Funding for this program will be from Redevelopment funds as designated from time to time by the CDA.

II. DISCRIMINATION PROHIBITED

The CDA promotes fair housing and makes all programs available to low and moderate income families regardless of race, sex, color, religion, ethnicity, national origin, ancestry, lawful occupation, sexual preference, familial or marital status, physical disability or age of the intended occupants. This particular program is targeted to seniors as defined by age.

- A. Conflict of Interest: No member of the governing body of the City of Winters and no other official or employee or agent of the City, or CDA who exercises any policy decision-making functions or responsibilities in connection with the planning and implementation of the Winters Redevelopment programs shall directly or indirectly be eligible for the housing rehabilitation program.
- B. Ownership & Residency: The applicant must be the legal owner of the real property, or the registered owner of the manufactured home to be rehabilitated.
1. The property must be occupied by the owner as his or her principal residence.
 2. The name of non-occupant parents, ex-spouses and/or children may be on the title to the property in addition to the name of the owner-occupant(s). No other non-occupants may be listed on the title.
 3. Applicants who occupy and control a residential property through a revocable or irrevocable trust, a life-estate or other similar arrangement through which the applicant and/or one or more non-occupant parents, ex-spouses and/or children are trustees or hold title to the property, shall be eligible for a grant if the applicant has the legal right to encumber the property.
 - a. If the trustee and/or other non-occupant on title is not the parent, ex-spouse and/or child of the applicant, the applicant will not be eligible for financial assistance under this program.
 - b. If the trust, life estate or other arrangement requires the trustee or other non-occupant on title to approve any encumbrance on the property, the trustee or other non-occupant on title will be required to co-sign the rehabilitation grant documents.
- C. Eligible Properties: Subject to funding availability, Redevelopment grants may be made for improvements to manufactured homes, single-family and duplex residential properties within the boundaries of the City.
1. Manufactured homes must be legally sited.
 2. Properties that have benefited previously through a CDA grant program may be eligible for the program upon the review and approval of the CDA Director, Redevelopment Manager or his/her designee and if all prior loans are fully repaid.
 3. Secondary residences (e.g. summer homes, guest cottages not used as rentals) are not eligible for the program.
 4. Condominiums and co-housing units are not eligible.

D. Income and Asset Limits: All occupant households must demonstrate income eligibility.

1. Eligible properties must be occupied by low, very low, or extremely low-income households with incomes not to exceed 80% of median area income adjusted for family size. At least one unit in a duplex must be occupied by income-eligible households.
2. Median area income is determined by the U.S. Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD).
3. Household income is computed as defined in Section VII.
4. There shall be a cap on the level of assets allowed for program eligibility for owner-occupied properties.
 - a. Household assets cannot exceed 200% of median area income for a household of one person* except as provided for below.
 - b. Elderly and/or permanently disabled households may have assets not exceeding 400% of median area income for a household of one person*.

*As of April 1, 2006, the median area income for a household of one was \$34,650

E. Affordability Restrictions:

1. For owner-occupied properties assisted with Redevelopment funds, a covenant will be recorded restricting continued occupancy of the property by low-, very low, or extremely-low-income households for fifteen (15) years.

III. ELIGIBLE IMPROVEMENTS

A. Eligible Improvements: Improvements must be of a permanently fixed nature or energy-efficient appliances. Repairs and improvements should be completed in the following priority order.

1. Improvements to correct health and safety hazards, including lead hazard removal. Installation of smoke detectors and carbon monoxide detectors as needed.
2. Repairs to correct cited code violations.
3. Repairs to correct other code items and to improve energy efficiency through

weather-stripping, insulation, double-pane windows and similar means.

4. Repairs to correct incipient code items.
 5. Energy efficient appliances, i.e. water heaters and stoves/ranges.
 6. General property improvements are limited to 15% of the rehabilitation costs and are allowed only after all applicable code/incipient code violations and all health and safety hazards have been included in the work specifications. Final determination of code and hazard satisfaction will be made by the CDA Director or his/her designee, e.g. the building official.
- B. Ineligible Improvements
1. Items that exceed the CDA's established moderate quality standards for fixtures, windows, floor coverings, finishes, and other items.
 2. Improvements of a recreational nature are not eligible.
 3. Luxury improvements.
- C. In no event shall the CDA approve grants for work unless all identified items described in IV.A:1 and 2 are corrected as a result of the work carried out in conjunction with the CDA's grant.
- D. The CDA shall not approve grants for work required to repair a condition for which the applicant has received, or will receive, an insurance settlement or funds from another source (such as Federal Emergency Management Agency or Small Business Administration) to pay for the repair except to augment the insurance or other funds in cases where such funds are insufficient to make the required repairs in compliance with all applicable codes or ordinances.
- E. All work funded in whole or in part by the CDA is subject to the permit processes of the State, County and/or city in which the property is located.
1. All work must be done according to standards acceptable to the State of California Department of Housing and Community Development, and/or the Building & Code Enforcement Division of the Winters Community Development Department.
 2. The proper permit(s) must be obtained for all work that requires such permit(s). The cost of permits may be part of the grant.
- F. "Self-Help" work by the owner-occupant may not be a part of the contract or grant unless the owner-occupant is a licensed contractor, skilled in a construction trade, (e.g. carpentry, plumbing, electrical, mechanical) and has the consent of the primary licensed contractor. No "volunteer" assistance is allowed primarily for liability reasons.

IV. GRANT PROCEDURES

A. Application Process:

1. All grant applications will be processed and evaluated on a first-come, first-served basis. Applications will be considered for assistance based upon the order of receipt of completed applications by the Winters CDA. An application will be considered to be complete when all required information has been supplied by the property owner(s). If the property is located in a Redevelopment Area, available Redevelopment funds will be used before using available Community Development Block Grant funds.
2. All applicants will complete a pre-application and furnish rehabilitation staff with all required verifications. The information in the pre-application will be used to determine the applicant's initial eligibility for assistance.
3. After initial eligibility has been established, a thorough inspection of the property will be carried out by CDA staff. If necessary, additional tests and/or inspections by third parties will be conducted. A rough scope of work and cost estimate will be developed based on the inspection(s), tests and consultation with the property owner.
4. After review and acceptance of the rough scope of work and cost estimate by the homeowner, CDA staff will prepare a formal grant application.

V. CONSTRUCTION

A. Competitive Bidding: After a grant is approved, CDA staff will coordinate the competitive bidding process to obtain fixed-price bids from qualified, licensed contractors.

1. The CDA shall determine whether a contractor is qualified through a pre-screening process. All contractors must submit a contractor application on the required forms to the CDA at, or prior to, the time of submitting their first bid.
2. The property owner may select any responsible contractor whose bid does not exceed 110% of the CDA staff's in-house cost estimate.

B. Construction Contract: The CDA staff will coordinate contracting for all work funded through the rehabilitation grant along with any owner contributions to the project, manage the contracts, inspect the work and approve and disburse payments.

1. The contract for the rehabilitation must be executed by the owner and the contractor. The CDA staff will provide the contract form.

2. The CDA staff shall assist the owner in the control, supervision and direction of the work to be performed under the contract.
3. Changes to the services to be provided under the contract and amounts to be paid pursuant to the contract may be made only by written change order by and between the owner and the contractor and only upon written approval of the CDA's Executive Director, Redevelopment Manager or his/her designee.
4. During the period of performance of the contract, the owner shall not enter into any additional agreements with the contractor, whether written or verbal, without the written approval of the CDA Executive Director, Redevelopment Manager or his/her designee.
5. CDA staff will inspect each project during construction to assure that work is progressing in a timely manner and that it is being carried out in accordance with the Scope of Work.
 - a. Phase inspections will be made by CDA staff prior to the disbursement of payments to the contractor. Any work requiring a building or other permit must also have written approval by the State, County and/or City Building Inspector.
 - b. The owner must accept all work before payment may be authorized, except payment awarded by arbitration or legal judgment.
6. Upon satisfactory completion of all work called out in the contract, the property owner shall sign the Notice of Completion which shall be recorded in the Yolo County Recorder's Office.

VI. GRANT ADMINISTRATION - (Administered by the CDA)

- A. Transfer and Assumption: Owner-occupied rehabilitation grants provided through this program cannot be transferred to, or assumed by, future owners of the property except in the case of transfer to an occupant spouse, registered domestic partner, or child. Such occupant spouse/domestic partner/child must provide certification of occupancy.

VII. DEFINITIONS

Applicant/Co-Applicant: Any member of the household who is listed on title to the property and who will be accepting responsibility for the grant, including repayment provisions for a grant upon resale of the house to a household not within the income limits, made by signing the required grant documents.

Assets: Assets of the applicant and household members shall be considered in determining household income. Household assets include:

1. Amounts in savings and checking accounts. (The greater of the current amounts or the average balance for the last 2 months in savings and checking accounts.)
2. Stocks, bonds, savings certificates, money market funds and other investment accounts.
3. Equity in real property (other than the applicant's principal residence) or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset.
4. The cash value of trusts that are available to the household, not including irrevocable trusts.
5. Annuities in the applicant's name that could be liquidated.
6. Assets, which although owned by more than one person, allow unrestricted access by the applicant.
7. Lump-sum receipts such as inheritances, capital gains, lottery winnings, cash from sale of assets, insurance settlements, and other claims.
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Cash value of life insurance policies.
10. Household Assets Do Not Include:
 - a. Personal property (except as noted in #9 above).
 - b. Interest in Indian trust lands.
 - c. Assets not accessible by the household (e.g.: irrevocable trusts).
 - d. Assets that are a part of an active business or farming operation.
 - e. Retirement plans which, if withdrawn, would result in a penalty.

Code Standards: All applicable housing, planning, fire prevention, building, zoning, health codes, and other pertinent local ordinances.

Community Development Block Grants (CDBG): A program started in 1974 by the U.S. Department of Housing and Urban Development to address a wide range of unique community needs.

Disabled Persons Household: A household in which any applicant or co-applicant has physical or mental disabilities. It may include two or more persons with disabilities living together, or one or more of these persons living with one or more live-in-aides or other household members.

Federal Emergency Management Agency (FEMA): Agency charged with leading the effort to prepare the nation for a hurricane, an earthquake, a tornado, a flood, a fire or a hazardous spill, an act of nature or an act of terrorism and effectively manage federal response and recovery efforts following any national incident. FEMA also initiates proactive mitigation activities, trains first responders, and manages the National Flood Insurance Program and the U.S. Fire Administration.

General Property Improvements: Items not specifically required by code which will generally improve the appearance and/or livability of the property and the neighborhood.

Gross Income: The total income of the household, before any withholdings are taken.

Household: A single person or a collective body of two or more persons living together in one housing unit as their common home and sharing common income. See also *Senior Household*.

Housing and Urban Development (HUD): The U.S. Department of Housing and Urban Development's mission is to increase home ownership, support community development and increase access to affordable housing free from discrimination. Their mission is accomplished through various grant, loans, insurance and counseling programs administered directly by HUD or via State, County or City governments.

Incipient Code Violations: An incipient code violation exists if, at the time of inspection, it is thought that the physical condition of an element in the structure will deteriorate into an actual code violation within one year. Examples are an old roof that is beginning to leak or a furnace that can reasonably be expected to become inoperative or hazardous because of its age or condition.

Income:

Annual Household Income - For the purposes of determining eligibility in accordance with HCD income guidelines, Annual Income will include, for all members of the household:

- 1) Gross wages and salary before deductions.
- 2) Net money income from self-employment.
- 3) Cash income received from such sources as rental units, Social Security benefits, pensions, and periodic income from insurance policy annuities.
- 4) Periodic cash benefits from public assistance and other compensation, including AFDC, SSI, Worker's Compensation, State Disability Insurance and Unemployment benefits.
- 5) Interest earned on savings and investments.

Annual Income will not include:

- 1) Non-cash income such as food stamps or vouchers received for the purpose of food or housing.
- 2) Capital gains or losses.
- 3) One time unearned income such as scholarship and fellowship grants; accident, health or casualty insurance proceeds; prizes or gifts; inheritances.
- 4) Payments designated specifically for medical or other costs, foster children or their non-disposable income.
- 5) Income from employment of children under the age of 18.
- 6) Payment for the care of foster children.

This is not meant to be a complete list. Grantee will make the final decision in situations where the classification of income is not clear cut. Any exceptions or other deviations from this definition of annual income will be considered by Grantee.

Manufactured Housing: A manufactured home is constructed to comply with the National Manufactured Home Construction and Safety Standards, a uniform building standard administered and enforced by the U.S. Department of Housing and Urban Development.

Minor/Dependent: Members of the household (other than the applicant or co-applicant[s]) who are under 18 years old or who are full-time students and live at home, or who are disabled in such a manner as to require on-going dependency.

Non-Household Member(s): A single person or a collective body of two or more persons who rent one of the bedrooms of a single-family house and who do not share common income with the owner-occupant household.

Senior Household: A household in which any applicant or co-applicant is 65 years of age or older. It may include two or more persons 65 years of age or older living together, or one or more of these persons living with one or more live-in-aides or other household members.

Small Business Administration (SBA): Created by Congress in 1953 to "aid, counsel, assist and protect, insofar as is possible, the interests of small business concerns." SBA makes direct business loans, guarantees bank loans to small businesses, makes loans to victims of natural disasters, works to get government procurement contracts for small businesses and helps business owners with management and technical assistance and business training.

I HAVE READ AND UNDERSTAND THE INFORMATION PRESENTED IN THE 2006 PROGRAM DESIGN FOR THE HOUSING REHABILITATION PROGRAM.

Date

Property Owner Signature

Date

Property Owner Signature

SENIOR HOUSING REHABILITATION PROGRAM

Program Description and Procedures Manual

May 2006

**Winters Community Development Agency
Senior Housing Rehabilitation Program: Description and Procedures**

Program Procedures

1. Completed applications, proof of income and two contractor's estimates will be reviewed by Agency staff for eligibility in the program. Income levels, age and ownership of the home will be verified. Appropriateness of the requested repairs will also be reviewed and may require staff to inspect the property to verify conditions.
2. Upon preliminary approval based on eligibility, the applicant and Executive Director of the Community Development Agency, Redevelopment Manager or his/her designee will sign an agreement in which the owner agrees to repay the grant if the house is sold to an ineligible person within 12 months of the completion of repair work. In return, the Agency will agree to pay an amount not to exceed \$20,000 for necessary health and safety repairs.
3. The applicant hires the approved licensed contractor and begins work.
4. Upon receiving an invoice from the hired contractor, Redevelopment Department staff will inspect the repair work done to verify work is completed and forward payment directly to the contractor.
5. Twelve months from the date of approval, Agency staff will verify ownership of the property. If it has been sold, a letter will be mailed to the applicant requesting immediate repayment of the grant received.

Contact Information

If you are interested in participating in the Senior Housing Rehabilitation Program please call for an application and brochure at 530-795-4910 ext. 118 or 119 or pick one up at City Hall located at 318 First Street, Winters, CA 95694.

Summary

The Senior Housing Rehabilitation Program is designed to assist those eligible seniors who have home rehabilitation and repair needs. Health and Safety Code Section 33670 requires that 20% of all tax increment allocated to the Agency be used for the purpose of increasing, improving and preserving the City's supply of housing for persons and families of extremely low, very low, low and moderate income. Those seniors assisted will be those who fall within or below 80% of the median income for Yolo County in the

extremely low, very low and low-income categories. The City periodically applies for and receives Community Development Block Grant funds that will augment the redevelopment funds for this program.

This grant program is designed to allow seniors within the city limits of the City of Winters to correct defects in their homes and enhance the physical quality of their living environments.

Exterior rehabilitation and repair projects include:

- Roof repairs; reroofs in cases of extreme leakage
- Weatherization of houses with double-pane windows, weather-stripping
- Replacement/upgrade of electrical service panel; electrical wiring/fixtures
- Replacement of exterior wood due to termites, wood rot
- Painting of exterior walls of house, including preparation
- Replacement of flooring due to age, condition, water damage
- Replacement of plumbing fixtures and piping due to age, condition, hard water
- Lead hazard removal
- Repairs to correct building code items on verge of deterioration into violation
- Replacement of furnace that has become inoperative or hazardous

Interior rehabilitation and repair projects include:

- Painting of interior walls of house, including preparation
- Whole house fans; air conditioning units

Program Goals

- Assist qualifying seniors with minor health and safety repairs.
- Improve and preserve housing for extremely low, very low and low-income senior households.

Program Eligibility

- Recipients must be 65 years or older (persons 50 years old or older who meet the Social Security Administration definition for having physical disabilities are also eligible)
- Recipients must live within the city limits of the City of Winters and be the owner occupant of the home;
- Recipients must agree to re-pay the grant money received if the home is sold to an ineligible person within 12 months of receiving grant;
- Total household income must be at or less than the “lower” income level, defined as 80% of Yolo County “median” income level.
- Repairs must be authorized by the Winters Redevelopment Agency staff before the start of work;

- Repairs must be done by a licensed contractor.

The amount of each individual grant shall be no more than \$20,000 with only one grant per household. Emergency repairs may be funded prior to the processing and approval of a full grant.

| Household Size | | | | | | | |
|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| 1 person | 2 persons | 3 persons | 4 persons | 5 persons | 6 persons | 7 persons | 8 persons |
| \$34,650 | \$39,600 | \$44,550 | \$49,500 | \$53,450 | \$57,400 | \$61,400 | \$65,350 |

Note: Households with gross annual incomes above these limits are NOT eligible for assistance. These figures are updated annually with the next update due in March 2007. Check with the City of Winters to verify your income eligibility based on the latest median income limits for Yolo County for a given year. Derived from California Housing and Community Development Department publication of County Median Income for 2006 and Winters Community Development Agency Implementation Plan formula. Updated March 2006

SENIOR HOUSING REHABILITATION PROGRAM

318 First Street
Winters, CA 95694
530-795-4910

PROGRAM APPLICATION

Name: _____

Address: _____

Telephone Number: _____ Date of Birth: _____

Social Security Number: _____

Have you received a housing rehabilitation grant or loan before: _____

If Yes, when was the last grant: _____ What was the amount: _____

Income Eligibility:

1. Please describe the type of gross monthly income your household receives, and the total amount. (i.e., salaries, wages, pension interest)

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Total Gross Monthly Income \$ _____
(for your entire household)

Do you anticipate a significant increase in income or to receive an inheritance within the next six months to one year? _____ If so, what is the estimated amount of income or the value of the inheritance?

Please provide a copy of your most recent tax return and/or other proof of income.

2. Total number of persons living in your household, including yourself: _____

Repair Work to Be Done:

Please describe in detail exactly what type of Health & Safety repair or Maintenance that you are requesting.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: May 8, 2006
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Shelly A. Gunby, Director of Financial Management *[Signature]*
SUBJECT: Investment Report for April 30, 2006

RECOMMENDATION:

The City Council receive and file the City of Winters monthly investment report for April 2006.

BACKGROUND:

The City of Winters financial policy requires at minimum, quarterly investment earnings reports. The attached report shows the earnings April 2006, as well as the year to date investment earnings. The City of Winters is invested in Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters. The investment earnings for April 2006 include revenues from all account and the grant funded loans.

FISCAL IMPACT:

None.

City of Winters
Investment Report
As of April 30, 2006

| Fund | Fund Description | April Interest | Year to Date Interest |
|------|-------------------------------|-------------------|-----------------------|
| 101 | GENERAL FUND | \$ 17,518 | \$ 60,101 |
| 212 | FLOOD ASSESSMENT DISTRICT | 32 | 90 |
| 221 | GAS TAX FUND | | 1 |
| 223 | PERS TRUST FUND | 3,463 | 9,543 |
| 231 | STATE COPS 1913 | 2,140 | 5,961 |
| 243 | COPS MORE GRANT | 20 | 59 |
| 251 | TRAFFIC SAFTEY | 1,486 | 4,072 |
| 252 | ASSET FORFEITURE | 128 | 294 |
| 253 | TRAFFIC GRANT | 80 | 221 |
| 254 | VEHICLE THEFT DETERRENT | 259 | 714 |
| 261 | TRAFFIC CONGESTION RELIEF | 141 | 224 |
| 273 | Railroad Trestle Bridge Grant | | 248 |
| 291 | BEVERAGE RECYCLE GRANT | 156 | 438 |
| 294 | TRANSPORTATION/BUS | 854 | 1,775 |
| 311 | STBG-700 | 46 | 725 |
| 313 | STBG 96-1043 | 118 | 1,226 |
| 321 | EDBG 99-688 | 860 | 8,552 |
| 322 | EDBG 96-405 CRADWICK | | 124 |
| 351 | RLF HOUSING REHAB | 221 | 587 |
| 352 | RLF AFFORDABLE HOUSING | 39 | 76 |
| 355 | RLF SMALL BUSINESS | 1,323 | 3,512 |
| 411 | STREET IMPACT FEE | 12,303 | 45,952 |
| 412 | STORM IMPACT FEE | 1,263 | 3,553 |
| 413 | PARKS & REC IMPACT FEE | 8,151 | 22,449 |
| 414 | POLICE IMPACT FEE | 2,346 | 6,666 |
| 415 | FIRE IMPACT FEE | 1,676 | 4,606 |
| 416 | GENERAL FACILITY IMPACT FEE | 2,208 | 6,067 |
| 417 | WATER IMPACT FEE | 4,231 | 11,669 |
| 418 | SEWER IMPACT FEE | 6,231 | 17,335 |
| 421 | GENERAL FUND CAPITAL | 4,892 | 13,482 |
| 422 | LANDFILL CAPITAL | 3,467 | 9,598 |
| 424 | PARKS & REC CAPITAL | 2,243 | 6,173 |
| 427 | EQUIPMENT REPLACEMENT FUND | 1,370 | 3,793 |
| 482 | FLOOD CONTROL STUDY | 11 | 30 |
| 492 | RAJA STORM DRAIN | 335 | 922 |
| 494 | CARF | 495 | 1,335 |
| 501 | GENERAL DEBT SERVICE | 473 | 1,305 |
| 502 | GENERAL LONG TERM DEBT | 142 | 278 |
| 612 | WATER RESERVE | 309 | 4,656 |
| 621 | SEWER O & M | 2,995 | 8,575 |
| 623 | SEWER BOND | 1,832 | 4,879 |
| 701 | REDEVELOPMENT | 15,313 | 48,034 |
| 702 | RDA PROJECT AREA | 31,450 | 88,088 |
| 711 | REDEVELOPMENT LIH | 3,150 | 8,797 |
| 712 | RDA LIH PROJECT AREA | 26,723 | 81,905 |
| 751 | REDEVELOPMENT LTD | | 14,992 |
| 821 | WINTERS LIBRARY | 4,352 | 11,993 |
| 831 | SWIM TEAM | 743 | 2,051 |
| | Total Investment Revenues | <u>\$ 167,588</u> | <u>\$ 527,726</u> |



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: May 8, 2006

THROUGH: John W. Donlevy, Jr., City Manager *JD*

FROM: Shelly A. Gunby, Director of Financial Management *Shelly*

SUBJECT: Treasurer report for April 30, 2006

RECOMMENDATION:

The City Council receive and file the City of Winters Treasurer's Report for April 30, 2006.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursements and fund balances be submitted to the City Council for review.

General Fund:

General Fund revenues are 65% of budgeted. The following items affect how the cash flows into the general fund.

- The second installment of property tax will be received in May.
- The second installment of property tax in lieu of sales tax will be received in May.
- The second installment of property tax in lieu of VLF will be received in May.
- Sales and Use Taxes are remitted to the City two (2) months after they are received by the State Board of Equalization.
- Municipal Services Tax collections are 83% of budgeted.
- Planning application fees collected are higher than the amount budgeted for the current year.
- Plan check fees collected are higher than the amount budgeted.
- Youth Drama and Basketball revenues are double the amount budgeted due to high participation this year.
- Business License fees are higher than budgeted due to efforts of staff to be sure all businesses within the city limits are licensed.
- Building permit fees are lower than budgeted due to low building activity.
- Interest rates have increased and interest earnings are higher than budgeted.

General Fund Expenditures are 61

7% of the budgeted expenditures. Staff is continuing to be frugal in expenditures.

Other Funds:

Fund 211: The second installment will be received in May from Yolo County with the

property tax collections. Expenditures are 82% of budgeted.

Fund 262: Street Grant-these revenues are reimbursed upon submittal of a reimbursement request

Fund 294: Payments have begun for the current year and are higher than budgeted.

Funds 411-421: A few building permits have been issued that required the payment of impact fees, and the small amount of revenues are reflected in these financial statements.

Funds 701 and 711: The second installment will be received in May.

Fund 611: Funds have been transferred in from the Reservoir Repair fund as directed at the December 13, 2005 City Council meeting and the new rates were effective January 1, 2006. For the first time in 4 years, the water fund has a positive cash balance. Expenditures are 58% of budgeted.

Fund 621: The Sewer O & M fund expenditures are 67% of budgeted while revenues are 84% of budgeted. .

FISCAL IMPACT:

None

City of Winters
Summary of Revenues
July 1, 2005 through April 30, 2006

% of Year Completed 83%

| Fund# | Fund Description | Budget FY 05-06 | April Actual | Year to Date Actual | Difference | % of Budget Received |
|-------|---------------------------------|---------------------|-------------------|------------------------|---------------------|-------------------------|
| 101 | General Fund | \$ 2,918,565 | \$ 180,290 | \$ 1,826,313 | \$ 1,092,252 | 63% |
| 211 | City Wide Assessment | 187,958 | | 93,855 | 94,103 | 50% |
| 212 | Flood Assessment District | | 32 | 90 | (90) | |
| 221 | Gas Tax | 130,508 | | 146,103 | (15,595) | 112% |
| 223 | PERS Trust Fund | 34,250 | 3,463 | 9,543 | 24,707 | 28% |
| 231 | State COPS AB1913 | 102,081 | 2,140 | 105,961 | (3,880) | 104% |
| 243 | '96 COPS MORE Grant | | 20 | 59 | (59) | |
| 251 | Traffic Safety | 6,700 | 1,486 | 9,404 | (2,704) | 140% |
| 252 | Asset Forfeiture | 100 | 128 | 3,658 | (3,558) | 3658% |
| 253 | Traffic Grant | | 80 | 221 | (221) | |
| 254 | Vehicle Theft Deterrent | 6,200 | 259 | 714 | 5,486 | 12% |
| 261 | Traffic Congestion Relief | | 8,357 | 22,601 | (22,601) | |
| 262 | Street Grants | 1,000,479 | | 315,516 | 684,963 | 32% |
| 271 | Prop 40 Grant | | | 176,000 | (176,000) | |
| 273 | Trestle Bridge Grant | | | 248 | (248) | |
| 291 | Beverage Recycling | 5,000 | 156 | 5,438 | (438) | 109% |
| 294 | Transportation | 231,486 | 41,982 | 318,794 | (87,308) | 138% |
| 295 | Emergency Plan Update | | | 16 | (16) | |
| 311 | STBG 700 Housing | 7,845 | 479 | 6,220 | 1,625 | 79% |
| 313 | STBG 96-1043 Housing & Public W | 8,724 | 727 | 5,996 | 2,728 | 69% |
| 321 | EDBG 99-688 Buckhorn | 17,403 | 1,450 | 13,339 | 4,064 | 77% |
| 322 | EDBG 96-405 Cradwick | | | 1,274 | (1,274) | |
| 351 | RLF Housing Rehab | 3,158 | 412 | 3,365 | (207) | 107% |
| 352 | RLF Affordable Housing | 4,807 | 14,327 | 18,244 | (13,437) | 380% |
| 355 | RLF Small Business | | 3,500 | 23,394 | (23,394) | |
| 411 | Street Impact Fee | 139,422 | 12,303 | 53,344 | 86,078 | 38% |
| 412 | Storm Drain Impact Fee | 6,076 | 1,263 | 3,839 | 2,237 | 63% |
| 413 | Parks & Recreation Impact Fee | 69,288 | 8,151 | 26,235 | 43,053 | 38% |
| 414 | Public Safety Impact Fee | 18,532 | 2,346 | 7,668 | 10,864 | 41% |
| 415 | Fire Impact Fee | 26,852 | 1,676 | 6,128 | 20,724 | 23% |
| 416 | General Facilities Impact Fee | 38,024 | 2,208 | 8,306 | 29,718 | 22% |
| 417 | Water Impact Fee | 90,480 | 4,231 | 16,949 | 73,531 | 19% |
| 418 | Sewer Impact Fee | 100,284 | 6,231 | 23,915 | 76,369 | 24% |
| 421 | General Fund Capital | 5,300 | 4,892 | 13,482 | (8,182) | 254% |
| 422 | Landfill Capital | 3,400 | 3,467 | 9,598 | (6,198) | 282% |
| 424 | Parks & Recreation Capital | 1,800 | 2,243 | 7,073 | (5,273) | 393% |
| 427 | Capital Equipment | 300 | 1,316 | 10,202 | (9,902) | 3401% |
| 481 | General Plan 1992 | 17,332 | | 1,322 | 16,010 | 8% |
| 482 | Flood Control Study | 12 | 11 | 30 | (18) | 250% |
| 492 | RAJA Storm Drain | 450 | 335 | 922 | (472) | 205% |
| 494 | CARF | 2,422 | 724 | 5,648 | (3,226) | 233% |
| 495 | Monitoring Fee | 17,332 | | 1,322 | 16,010 | 8% |
| 496 | Storm Drain Non Flood | | 2 | 3 | 5 | |
| 501 | General Debt Service | 1,000 | 473 | 1,305 | (305) | 131% |
| 502 | General LTD | | 142 | 278 | (278) | |
| 611 | Water O & M | 598,716 | 57,785 | 729,313 | (130,597) | 122% |
| 612 | Water Reserve | 14,446 | 862 | 16,565 | (2,119) | 115% |
| 621 | Sewer O & M | 759,186 | 70,385 | 637,389 | 121,797 | 84% |
| 623 | Sewer Bond | 24,515 | 1,832 | 15,978 | 8,537 | 65% |
| 701 | Community Redevelopment | 1,446,655 | 15,313 | 740,267 | 706,388 | 51% |
| 702 | RDA Project Area Fund | 35,000 | 31,450 | 88,088 | (53,088) | 252% |
| 711 | Community Redevelopment LIH | 359,118 | 3,150 | 173,846 | 185,272 | 48% |
| 712 | RDA Housing Project Area | 900 | 26,723 | 81,905 | (81,005) | 9101% |
| 751 | Community Redevelopment LTD | | | 14,992 | (14,992) | |
| 821 | Winters Library | 4,700 | 4,352 | 11,993 | (7,293) | 255% |
| 831 | Swim Team | 78,300 | 743 | 65,788 | 12,512 | 84% |
| | Total Revenues | \$ 8,525,106 | \$ 523,897 | \$ 5,880,059 | \$ 2,645,055 | 69% |

City of Winters
General Fund Revenue Summary
July 1, 2005 through April 30, 2006

| | | % Of Year Completed | | 83% |
|-----------------------------|--------------------------------------|---------------------|---------------------|---------------------|
| G/L Code | Account Description | Budget FY 05-06 | Actual FY 05-06 | Actual/ Budget % |
| 101-41101 | Property Tax | \$ 582,120 | \$ 288,386 | 50% |
| 101-41102 | Property Tax in Lieu of Sales Tax | 84,240 | 44,220 | 52% |
| 101-41103 | Property Tax in Lieu of VLF | 378,241 | 239,356 | 63% |
| 101-41401 | Sales & Use Tax | 270,000 | 178,591 | 66% |
| 101-41402 | Prop 172 | 23,776 | 14,452 | 61% |
| 101-41403 | Franchise Fee | 166,798 | 131,008 | 79% |
| 101-41404 | Property Transfer Tax | 15,000 | 21,791 | 145% |
| 101-41405 | Utility Tax | 416,728 | 273,894 | 66% |
| 101-41406 | Municiple Services Tax | 276,840 | 230,966 | 83% |
| 101-41408 | TOT Tax | 3,800 | 2,112 | 56% |
| 101-41511 | Off-Highway VLF | 200 | 262 | 131% |
| 101-46101 | Building Permit Surcharge | 93,500 | 27,905 | 30% |
| 101-41407 | Business Licenses | 17,500 | 19,927 | 114% |
| 101-46102 | Building Permits | 50,140 | 29,217 | 58% |
| 101-46103 | Encroachment Permit | 1,119 | 792 | 71% |
| 101-46104 | Other Licenses & Permits | 14,463 | 14,285 | 99% |
| 101-41507 | Motor Vehicle in Lieu | 52,074 | 22,002 | 42% |
| 101-41508 | Motor Vehicle Licensing Fee-ERAF | 4,825 | | |
| 101-41509 | Homeowners Property Tax Relief | 18,368 | 9,423 | 51% |
| 101-48106 | Post Reimbursement | 2,400 | 3,532 | 147% |
| 101-41511 | Off-Highway Motor Vehicle | | | |
| 101-48107 | State Highway Maint Rte 128 | 4,500 | | |
| 101-42102 | Copy Fees | 200 | 68 | 34% |
| 101-42103 | Plan Check Fees | 32,591 | 52,731 | 162% |
| 101-42104 | Planning Application Fees | 5,000 | 18,737 | 375% |
| 101-42105 | Sales of Maps and Publications | 750 | | |
| 101-42108 | Police Reports | 1,000 | 395 | 40% |
| 101-42109 | Fingerprint Fees | 3,000 | 5,435 | 181% |
| 101-42111 | Towing/DUI Reimbursement | 2,000 | 2,115 | 106% |
| 101-42112 | Ticket Sign Off Fees | 200 | 135 | 68% |
| 101-42201 | Recreation Fees | 4,000 | 3,035 | 76% |
| 101-42203 | Youth Drama Revenues | 2,000 | 4,915 | 246% |
| 101-42205 | Basketball Revenues | 2,500 | 4,500 | 180% |
| 101-42211 | Pool Ticket Sales | 2,000 | 1,242 | 62% |
| 101-42215 | Swim Passes | 200 | 175 | 88% |
| 101-42216 | Swim Lessons | 750 | 750 | 100% |
| 101-42217 | Water Aerobics Fees | 550 | 572 | 104% |
| 101-42218 | Swim Team Reimbursement | 1,700 | | |
| 101-42219 | Life Guard Classes | 200 | | |
| 101-42301 | Park Rental | 500 | 575 | 115% |
| 101-42302 | Library Hall Rental | 1,500 | 594 | 40% |
| 101-42303 | Community Center Rental | 14,000 | 10,094 | 72% |
| 101-42304 | Community Center Insurance Collected | | 542 | |
| 101-43110 | No Building Permit Fine | | 770 | |
| 101-44101 | Rents/Leases Revenues | 17,396 | 25,415 | 146% |
| 101-44102 | Interest Earnings | 15,350 | 60,101 | 392% |
| 101-46106 | Reinspect Fee | | 100 | |
| 101-49101 | Contributions | | 3,176 | |
| 101-49102 | Reimbursements/Refunds | | 2,497 | |
| 101-49104 | Miscellaneous Revenues | 20,000 | 14,051 | 70% |
| 101-49106 | Cash Over/Short | | (114) | |
| 101-49108 | Commissions on Coke Machine | 100 | 118 | 118% |
| 101-49109 | Developer Planning Reimbursement | 40,000 | 61,467 | 154% |
| 101-49111 | Fireworks Contributions | 3,000 | | |
| 101-49999 | Interfund Operating Transfer | 160,000 | | |
| Total General Fund Revenues | | <u>\$ 2,807,119</u> | <u>\$ 1,826,312</u> | <u>65%</u> |

City of Winters
 Summary of Expenditures
 July 1, 2005 through april 30, 2006

% of Year Completed 83%

| Fund | Fund Description | Budget FY 05-06 | April Actual | Year to Date Actual | Balance of Budget Available | % of Budget Expended |
|------|---|--------------------|-----------------|------------------------|--------------------------------|-------------------------|
| 101 | General Fund Expenditures by Department | | | | | |
| 110 | City Council | \$ 59,445 | \$ 194 | \$ 354 | \$ 59,091 | 1% |
| 120 | City Clerk | 11,655 | 281 | 5,832 | 5,823 | 50% |
| 130 | City Treasurer | 334 | 27 | 162 | 172 | 49% |
| 150 | City Attorney | 15,410 | | 18,459 | -3,049 | 120% |
| 160 | City Manager | 20,683 | 1,416 | 16,003 | 4,680 | 77% |
| 170 | Administrative Services | 143,285 | 9,762 | 104,882 | 38,403 | 73% |
| 180 | Finance | 2,036 | -1,284 | 1,554 | 482 | 76% |
| 210 | Police Department | 1,430,153 | 130,329 | 1,112,847 | 317,306 | 78% |
| 310 | Fire Department | 270,000 | | 90,000 | 180,000 | 33% |
| 410 | Community Development | 339,233 | 20,146 | 263,877 | 75,356 | 78% |
| 420 | Building Inpections | 122,203 | 7,787 | 84,417 | 37,786 | 69% |
| 610 | Public Works-Administration | 408,644 | 16,978 | 205,250 | 203,394 | 50% |
| 710 | Recreation | 100,358 | 3,435 | 60,739 | 39,619 | 61% |
| 720 | Community Center | 61,000 | 6,095 | 58,605 | 2,395 | 96% |
| 730 | Swimming Pool | 38,699 | | 16,115 | 22,584 | 42% |
| | Total General Fund Expenditure | \$ 3,023,138 | \$ 195,166 | \$ 2,039,096 | \$ 984,042 | 67% |
| 211 | City Wide Assessment | 186,791 | 25,031 | 200,436 | -13,645 | 107% |
| 221 | Gas Tax Fund | 119,452 | 11,788 | 88,378 | 31,074 | 74% |
| 231 | State COPS 1913 | 171,399 | 9,763 | 108,087 | 63,312 | 63% |
| 243 | '96 COPS MORE Grant | 600 | | 600 | | 100% |
| 251 | Traffic Saffey | 19,400 | | 11,978 | 7,422 | 62% |
| 253 | Traffic Grant | 8,056 | | | 8,056 | 0% |
| 261 | Traffic Congestion Relief | 29,250 | | | 29,250 | 0% |
| 262 | Street Grants | 966,778 | | 216,056 | 750,722 | 22% |
| 271 | Prop 40 Grant | 124,353 | | 119,621 | 4,732 | 96% |
| 273 | Trestle Bridge Grant | 30,000 | | 30,784 | -784 | 103% |
| 291 | Beverage Recycling Grant | 7,700 | | 1,067 | 6,633 | 14% |
| 294 | Transportation | 247,115 | 31,142 | 201,969 | 45,146 | 82% |
| 295 | Emergency Plan Update | | | 1,997 | -1,997 | |
| 311 | STBG 700 Housing Rehab | 7,845 | 479 | 6,220 | 1,625 | 79% |
| 313 | STBG 96-1043 Housing & Public W | 8,724 | 727 | 5,996 | 2,728 | 69% |
| 321 | EDBG 99-688 Buckhorn | 14,503 | 1,450 | 13,339 | 1,164 | 92% |
| 322 | EDBG 405-Cradwick | | | 1,274 | -1,274 | |
| 411 | Street Impact Fee | 1,000 | 2,129 | 517,143 | -516,143 | 51714% |
| 412 | Storm Drain Impact Fee | | | 9,359 | -9,359 | |
| 413 | Park & Recreation Impact Fee | 260,115 | | 915 | 259,200 | 0% |
| 414 | Public Saffey Impact Fee | 79,000 | | 25,941 | 53,059 | 33% |
| 415 | Fire Impact Fee | 55,000 | | | 55,000 | 0% |
| 417 | Water Impact Fee | | | 5,106 | -5,106 | |
| 418 | Sewer Impact Fee | 911,800 | 125 | 14,637 | 897,163 | 2% |
| 421 | General Fund Capital | 100,000 | | | 100,000 | 0% |
| 422 | Landfill Capital | 14,000 | | 4,597 | 9,403 | 33% |
| 424 | Parks & Recreation Captial | 100,000 | 100,000 | 100,000 | | 100% |
| 427 | Equipment Replacement Fund | | | 2,139 | -2,139 | |
| 494 | CARF | 4,000 | 2,334 | 2,334 | 1,666 | 58% |
| 495 | Monitoring Fee | 17,332 | | 1,322 | 16,010 | 8% |
| 611 | Water O & M | 764,111 | 42,308 | 424,019 | 340,092 | 55% |
| 612 | Water Reserve | 230,628 | 17 | 227,249 | 3,379 | 99% |
| 621 | Sewer O & M | 844,255 | 75,662 | 565,107 | 279,148 | 67% |
| 623 | Sewer Bond | | | 3,125 | -3,125 | |
| 651 | Central Service Overhead | 17,000 | -82 | -2,200 | 19,200 | -13% |
| 701 | Community Redevelopment | 1,172,722 | 24,268 | 786,865 | 385,857 | 67% |
| 702 | RDA Project Area Fund H | 2,920,263 | 62,109 | 492,241 | 2,428,022 | 17% |
| 711 | Community Redevelopment LIH | 256,505 | 3,789 | 244,455 | 12,050 | 95% |
| 712 | LIH Bond Proceeds | 2,540,000 | | 950 | 2,539,050 | 0% |
| 751 | Community Redevelopment LTD | | | 22,978 | -22,978 | |
| 831 | Swim Team | 60,225 | | 48,297 | 11,928 | 80% |
| | Total Expenditures | \$ 15,313,060 | \$ 588,205 | \$ 6,543,477 | \$ 8,769,583 | 43% |

City of Winters
Fund Balances Report
Estimated Fund Balances as of April 30, 2006

| Fund# | Fund Description | Audited Fund Balance 6/30/2005 | Current Year Revenues | Current Year Expenditures | Transfers In/(Out) | Ending Fund Balance | Change From 6/30/2004 |
|-------|----------------------------|--------------------------------------|--------------------------|------------------------------|-----------------------|------------------------|--------------------------|
| 101 | General Fund | \$ 3,296,042 | \$ 1,826,313 | \$ 2,039,096 | \$ - | \$ 3,083,259 | \$ (212,783) |
| 211 | City Wide Assessment | 21,942 | 93,855 | 200,436 | - | (84,639) | (106,581) |
| 212 | Flood Assessment District | 3,214 | 90 | - | - | 3,304 | 90 |
| 221 | Gas Tax | (142,425) | 88,603 | 88,378 | 57,500 | (84,700) | 57,725 |
| 223 | PERS Trust Fund | 342,465 | 9,543 | - | - | 352,008 | 9,543 |
| 231 | State COPS 1913 | 203,155 | 105,961 | 108,087 | - | 201,029 | (2,126) |
| 243 | '96 COPS MORE Grant | 2,702 | 59 | 600 | - | 2,161 | (541) |
| 251 | Traffic Saftey | 153,666 | 9,404 | 11,978 | - | 151,092 | (2,574) |
| 252 | Asset Forfeiture | 9,349 | 3,658 | - | - | 13,007 | 3,658 |
| 253 | Traffic Grant | 7,925 | 221 | - | - | 8,146 | 221 |
| 254 | Vehicle Theft Deterrent | 25,635 | 714 | - | - | 26,349 | 714 |
| 261 | Traffic Congestion Relief | - | 22,601 | - | - | 22,601 | 22,601 |
| 262 | Street Grants | (109,460) | 315,516 | 216,056 | - | (10,000) | 99,460 |
| 271 | Prop 40 Grant | (100,379) | 176,000 | 119,621 | - | (44,000) | 56,379 |
| 273 | Trestle Bridge Grant | 30,536 | 248 | 30,784 | - | - | (30,536) |
| 291 | Beverage Recycling Grant | 11,556 | 5,438 | 1,067 | - | 15,927 | 4,371 |
| 294 | Transportation | 13,718 | 318,794 | 144,469 | (57,500) | 130,543 | 116,825 |
| 295 | Emergency Plan Update Gran | 1,981 | 16 | 1,997 | - | - | (1,981) |
| 311 | STBG 700 Housing | - | 6,220 | - | (6,220) | - | - |
| 313 | STBG-96-1043 Housing and P | (29,070) | 5,996 | - | (5,996) | (29,070) | - |
| 321 | EDBG 99-688 Buckhorn | - | 13,339 | - | (13,339) | - | - |
| 322 | EDBG 96-405 Cradwick | - | 1,274 | - | (1,274) | - | - |
| 351 | RLF Housing Rehabilitation | 30,901 | 587 | - | 2,779 | 34,267 | 3,366 |
| 352 | RLF Affordable Housing | 17,481 | 14,076 | - | 4,168 | 35,725 | 18,244 |
| 355 | RLF Small Business | 113,243 | 3,512 | - | 19,882 | 136,637 | 23,394 |
| 411 | Street Impact Fee | 1,807,997 | 53,344 | 517,143 | - | 1,344,198 | (463,799) |
| 412 | Storm Drain Impact Fee | 163,888 | 3,839 | 9,359 | - | 158,368 | (5,520) |
| 413 | Parks & Recreation Impact | 803,322 | 26,235 | 915 | - | 828,642 | 25,320 |
| 414 | Public Saftey Impact Fee | 256,711 | 7,668 | 25,941 | - | 238,438 | (18,273) |
| 415 | Fire Impact Fee | 164,241 | 6,128 | - | - | 170,369 | 6,128 |
| 416 | General Facilities Impact | 216,162 | 8,306 | - | - | 224,468 | 8,306 |
| 417 | Water Impact Fee | 418,945 | 16,949 | 5,106 | - | 430,788 | 11,843 |
| 418 | Sewer Impact Fee | (390,944) | 23,915 | 14,637 | - | (381,666) | 9,278 |
| 421 | General Fund Capital | 483,813 | 13,482 | - | - | 497,295 | 13,482 |
| 422 | Landfill Capital | 347,885 | 9,598 | 4,597 | - | 352,886 | 5,001 |
| 424 | Parks and Recreation Capit | 220,910 | 7,073 | 100,000 | - | 127,983 | (92,927) |
| 427 | Equipment Replacement Fund | 131,208 | 10,202 | 2,139 | - | 139,271 | 8,063 |
| 481 | General Plan 1992 | (618,561) | - | - | 1,322 | (617,239) | 1,322 |
| 482 | Flood Control Study | (123,912) | 30 | - | - | (123,882) | 30 |
| 492 | RAJA Storm Drain | 23,516 | 922 | - | - | 24,438 | 922 |
| 494 | CARF | 44,932 | 5,648 | 2,334 | - | 48,246 | 3,314 |
| 495 | Monitoring Fee | - | 1,322 | - | (1,322) | - | - |
| 496 | Storm Drain Non-Flood | 196 | 5 | - | - | 201 | 5 |
| 501 | General Debt Service | 46,822 | 1,305 | - | - | 48,127 | 1,305 |
| 502 | General LTD | 43,998 | 278 | - | - | 44,276 | 278 |
| 611 | Water O & M | 167,584 | 498,685 | 424,019 | 230,628 | 472,878 | 305,294 |
| 612 | Water Reserve | 244,334 | 16,565 | (3,379) | (230,628) | 33,650 | (210,684) |
| 621 | Sewer O & M | 2,886,577 | 637,389 | 565,107 | - | 2,958,859 | 72,282 |
| 623 | Sewer Bond | 48,348 | 15,978 | 3,125 | - | 61,201 | 12,853 |
| 651 | Central Service Overhead | (2,200) | - | (2,200) | - | - | 2,200 |
| 701 | Community Redevelopment | 1,874,478 | 717,289 | 786,865 | 22,978 | 1,827,880 | (46,598) |
| 702 | RDA Project Area | 3,457,324 | 88,088 | 492,241 | - | 3,053,171 | (404,153) |
| 711 | Community Redevelopment LI | 520,042 | 173,846 | 244,455 | - | 449,433 | (70,609) |
| 712 | RDA Housing Project Area | 2,631,858 | 81,905 | 950 | - | 2,712,813 | 80,955 |
| 751 | Community Redevelopment LT | 565,077 | 14,992 | - | (22,978) | 557,091 | (7,986) |
| 821 | Winters Library | 430,389 | 11,993 | - | - | 442,382 | 11,993 |
| 831 | Winters Library | 59,080 | 65,788 | 48,297 | - | 76,571 | 17,491 |
| 911 | General Fixed Assets | 4,543,056 | - | - | - | 4,543,056 | - |
| | Totals | \$ 25,371,253 | \$ 5,540,805 | \$ 6,204,220 | \$ - | \$ 24,707,838 | \$ (663,415) |

City of Winters
Cash and LAIF Balances
As of April 30, 2006

| Fund# | Fund Description | Balance 6/30/2005 | Balance 4/30/2006 |
|-------|--------------------------------------|----------------------|----------------------|
| 101 | GENERAL FUND | \$ 3,269,516 | \$ 2,809,002 |
| 211 | CITY WIDE ASSESSMENT | 20,549 | (86,656) |
| 212 | FLOOD ASSESSMENT DISTRICT | 3,191 | 3,303 |
| 221 | GAS TAX | (154,345) | (84,700) |
| 223 | PERS TRUST FUND | 340,053 | 352,008 |
| 231 | STATE COPOS 1913 | 201,721 | 201,030 |
| 243 | COPS MORE GRANT | 2,683 | 2,161 |
| 251 | TRAFFIC SAFTEY | 149,231 | 151,092 |
| 252 | ASSET FORFEITURE | 9,284 | 13,008 |
| 253 | TRAFFIC GRANT | 7,869 | 8,146 |
| 254 | VEHICLE THEFT DETERRENT | 25,454 | 26,349 |
| 261 | TRAFFIC CONGESTION RELIEF | | 22,601 |
| 262 | STP AND STIP PROJECTS | (43,179) | (10,000) |
| 271 | PROPOSITION 40 GRANT | (100,361) | (44,000) |
| 273 | TRESTLE BRIDGE GRANT | 30,321 | |
| 291 | BEVERAGE RECYLING FUND | 11,512 | 15,927 |
| 294 | TRANSPORTATION(INCLUDING BUS SERVICE | 31,550 | 146,300 |
| 295 | EMERGENCY PLAN UPDATE GRANT | 1,981 | |
| 351 | RLF HOUSING REHABILITATION | 19,132 | 22,623 |
| 352 | RLF AFFORDABLE HOUSING | 54 | 18,298 |
| 355 | RLF SMALL BUSINESS | 112,445 | 136,637 |
| 411 | STREET IMPACT FEE | 1,862,712 | 1,249,198 |
| 412 | STORM IMPACT FEE | 132,942 | 128,369 |
| 413 | PARKS AND RECREATION IMPACT FEE | 797,663 | 828,642 |
| 414 | POLICE SAFTEY IMPACT FEE | 254,903 | 238,438 |
| 415 | FIRE IMPACT FEE | 163,084 | 170,370 |
| 416 | GENERAL FACILITIES IMPACT FEE | 214,640 | 224,469 |
| 417 | WATER IMPACT FEE | 416,085 | 430,789 |
| 418 | SEWER IMPACT FEE | 621,396 | 634,892 |
| 421 | GENERAL FUND CAPITAL | 480,405 | 497,294 |
| 422 | LANDFILL CAPITAL | 348,887 | 352,886 |
| 424 | PARKS AND RECREATION CAPITAL | 219,354 | 127,984 |
| 427 | CAPITAL EQUIPMENT FUND | 131,164 | 221,288 |
| 481 | GENERAL PLAN 1992 STUDY | (618,561) | (617,239) |
| 482 | FLOOD CONTROL STUDY | 1,080 | 1,118 |
| 492 | RAJA STORM DRAIN | 32,872 | 34,027 |
| 494 | CAPITAL ASSET RECOVERY FEE | 44,685 | 48,246 |
| 496 | STORM DRAIN NON FLOOD | 195 | 202 |
| 501 | GENERAL DEBT SERVICE | 46,182 | 48,127 |
| 502 | GENERAL LTD | 30 | 14,455 |
| 611 | WATER O & M | (128,051) | 144,663 |
| 612 | WATER RESERVE | 244,191 | 32,217 |
| 621 | SEWER O & M | 338,703 | 365,982 |
| 623 | SEWER BOND | 169,983 | 186,201 |
| 651 | CENTRAL SERVICES | 25,077 | |
| 701 | REDEVELOPMENT | 1,849,618 | 1,827,879 |
| 702 | RDA PROJECT AREA | 3,487,163 | 3,053,170 |
| 711 | REDEVELOPMENT LIH | 493,201 | 399,433 |
| 712 | RDA HOUSING PROJECT FUND | 2,613,066 | 2,712,813 |
| 751 | REDEVELOPMENT LTD | 6,748 | 6,748 |
| 821 | WINTERS LIBRARY | 427,357 | 442,382 |
| 831 | SWIM TEAM | 61,594 | 76,571 |
| | TOTAL CASH | <u>\$ 18,677,029</u> | <u>\$ 17,584,743</u> |