



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, December 12, 2006
7:30 p.m.
AGENDA

Members of the City Council

*Woody Fridae, Mayor
Mike Martin, Mayor Pro Tempore
Harold Anderson
Cecilia Curry
Tom Stone*

*John W. Donlevy, Jr., City Manager
John Wallace, City Attorney
Nanci Mills, City Clerk*

PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the City Council of the City of Winters Held November 21, 2006 (pp 1-4)
- B. Approve Revised Project Budget Sheet for WWTF Master Plan Update, Project No. 06-03 and Approve Amendment No. 1 to the Larry Walker Associates Consultant Services Agreement (pp 5-9)
- C. Approve Resolution No. 2006-48, adopting the 2006 Sewer Collection System Master Plan Update (pp 10-13)

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- D. Approve Resolution No. 2006-49, adopting the 2006 Water Master Plan Update (pp 14-16)

PRESENTATIONS

1. Police Department Update – Under Separate Cover
2. Swearing-in New Officer for Police Department
3. Proclamation – Eagle Scout James Scott Hofstrand
4. Proclamation – Recognizing the Service of Retiring Yolo County Librarian Mary L. Stephens
5. Introduction of the Winters Putah Creek Committee

DISCUSSION ITEMS

1. Approve Project Budget Sheet for Public Safety Facility, Project No. 05-03, and authorize a contract with Calpo, Horn & Dong Architects for needs Assessment and Site Master Planning (pp 17-26)
2. Anderson Street Traffic Calming – Hemenway Street to Railroad Avenue (pp 27)
3. Approve a Cooperative Agreement and Site Lease Agreement between the Winters Joint Unified School District, the City of Winters, and the County of Yolo for the Winters Library (pp 28-55)
4. Winters Center for the Arts - Proposed Grant (pp 56)

COMMUNITY DEVELOPMENT AGENCY

1. Approve a Cooperative Agreement and Site Lease Agreement between the Winters Joint Unified School District, the City of Winters, and the County of Yolo for the Winters Library (Backup under Discussion Item #3)
2. Public Hearing – Purchase of Real Property 23 Main Street, Winters (pp 57-60)

CITY MANAGER REPORT

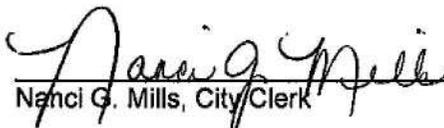
COUNCIL/STAFF COMMENTS

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the December 12, 2006, regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on December 7, 2006, and made available to the public during normal business hours.


Nanci G. Mills, City Clerk

Winters City Council Agenda
Meeting of December 12, 2006

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

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

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

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City Clerk's Office – City Hall – 318 First Street

During Council meetings – Right side as you enter the Council Chambers

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Wednesday at 10:00 a.m.

Videotapes of City Council meetings are available for review at the Winters Branch of the Yolo County Library.



Minutes for a Regular Meeting
Of the Winters City Council
Held on Tuesday, November 21, 2006 @ 7:30 p.m.

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

Present were: Council Members Anderson, Curry, Martin, Stone, and Mayor Fridae. Also present were City Manager John Donlevy, City Attorney John Wallace, Community Development Director Dan Sokolow, Redevelopment Manager Dan Maguire, and Chief Building Inspector Gene Ashdown.

Pledge of Allegiance

Approval of Agenda: No modifications were made to the agenda. Council Member Curry made a motion to approve the agenda. Seconded by Council Member Stone. Motion carried unanimously.

Public Comments:

Dave McCallum, 560 Laramie Way, Vacaville, representative of Partnership Healthplan of California, offered information regarding *Partnership Advantage*, a Medicare Advantage health program that combines the benefits of the Medi-Cal and Medicare into one plan for low-income and disabled residents of Napa, Solano and Yolo counties. Their website address is www.partnershipphp.org and the toll free phone number is 1-866-249-9933.

Sherri Pantaleo, 112 Niemann Street, requested that speed bumps be installed on Niemann Street due to the excessive speed of traffic. City Manager John Donlevy advised Ms. Pantaleo to obtain a petition to be signed by residents and a request form and return these items to City Hall to have this item placed on a future agenda.

Consent Calendar

- A. Minutes of the Regular Meeting of the City Council of the City of Winters Held November 7, 2006

City Manager John Donlevy gave an overview. Council Member Stone made a motion to approve the consent calendar. Seconded by Council Member Curry. Motion carried unanimously.

Presentations:

1. Introduction of Members of the Hispanic Advisory Committee

Mayor Woody Fridae introduced five of the seven members of the Hispanic Advisory Committee, who were present at the meeting. Lourdes Figueroa, Humberto Izquierdo, Karla Knabke, Leticia Quirarte and Enrique Uribe were in attendance, with Sandra Cortes and Elizabeth Del Toro absent. City Manager John Donlevy indicated he would be the staff person on the committee and

asked the new members to schedule their first meeting soon to discuss the organization of the newly-formed committee.

2. **GFOA Distinguished Budget Presentation Award**

Shelly Gunby, Director of Financial Management, was not available to receive the presentation.

3. **Six-Month Operational Status Report – Chief Muramoto**

This item has been placed on the December 12, 2006 City Council agenda.

Discussion Items:

1. **Continued Public Hearing and consideration of Casitas at Winters Tentative Subdivision Map.**

The project applicant is requesting that the City Council refer the project back to the Planning Commission to provide the applicant with an opportunity to submit a redesign for the project.

Council Member Stone made a motion to refer the project back to the Planning Commission in order to provide the applicant with an opportunity to submit a redesign for the project, as per their faxed request dated 11/13/06. Seconded by Council Member Martin. Motion carried unanimously.

2. **Continued Public Hearing and Appeal of Planning Commission's Denial of Variance Request Submitted for the Rear Yard Setback of Non-Permitted Addition Constructed to Residence at 308 Peach Place (APN 003-271-28)**

Council Member Curry recused herself due to a possible conflict of interest. Community Development Director Dan Sokolow gave an overview. In response to the City Council's request, staff obtained addresses of three neighbors whose property contained additions in their backyards and pulled the files for these additions. Two files contained the proper permits and were within the rear yard setback requirements for that time. The third neighbor declined to participate. Council Member Anderson verified that the applicant did not obtain a building permit when advised to do so by a local contractor, Don Jordan. In light of this, Council Member Anderson made a motion to deny the appeal of the Planning Commission's Denial of Variance Request submitted by the applicant. Seconded by Council Member Stone. Motion carried unanimously, with Council Member Curry absent.

Mayor Fridae and Council Member Stone commended staff for a good job in advising the applicant throughout the appeal process and for obtaining the requested information.

In a separate motion, Mayor Fridae made a motion to refund to the applicant the fees paid of \$1,500 (\$1,300 for variance; \$200 for appeal.) Seconded by Council Member Stone. Motion carried unanimously.

3. **Second Reading and adoption of Ordinance No. 2006-08, First Amendment to the Development Agreement for the Winters Highlands Subdivision project.**

Council Member Curry returned to her seat at this time. City Manager Donlevy gave an overview of the proposed changes to the Development Agreement. Mayor Fridae opened the Public Hearing at 8:30 p.m. and closed the Public Hearing at 8:30 p.m.

Council Member Stone made a motion to accept staff recommendation to adopt Ordinance 2006-08 approving an amendment to the Development Agreement by and between the City of Winters and GBH-Winters Highlands, LLC for the Winters Highlands Subdivision Project for the changes proposed within the amendment. Seconded by Council Member Anderson. Motion carried with the following roll call vote:

AYES: Council Members Anderson, Curry, Martin, Stone, Mayor Fridae
NOES: None
ABSTAIN: None
ABSENT: None

4. **Second Reading and adoption of Ordinance No. 2006-06, Single-Family Family Dwelling Uses in the Central Business District (C-2)**

Mayor Fridae, Council Member Anderson, and City Attorney Wallace recused themselves due to a possible conflict of interest. Community Development Director Dan Sokolow gave an overview and verified that applicant would need to meet residential structure requirements in order to change structure from commercial use to residential use.

Council Member Stone made a motion to accept staff recommendation to adopt Ordinance 2006-06 amending the Zoning Ordinance (Title 17 of the Winters Municipal Code) to permit a parcel located in the Central Business District (C-2 Zone) to be converted from a commercial use to a residential use as a single family dwelling unit as long as the structure occupying the parcel had been originally constructed as a single family dwelling. Seconded by Council Member Curry. Motion carried with the following roll call vote:

AYES: Council Members Martin and Stone
NOES: Council Member Curry
ABSTAIN: None
ABSENT: Mayor Fridae and Council Member Anderson

5. **Resolution No. 2006-48, establishing procedures for the verification of square footages and the issuance of building permits for construction projects subject to Winters Joint Unified School District School Facility Fees**

Mayor Fridae, Council Member Anderson and City Attorney Wallace returned to their seats. Community Development Director Dan Sokolow gave an overview. Council Member Stone asked if the City might charge the Winters Joint Unified School District a Processing and/or Verification Fee. Community Development Director Dan Sokolow agreed to bring back a sample fee request to a future meeting.

Council Member Stone made a motion to approve Resolution No. 2006-48, establishing procedures for the verification of square footages and the issuance of building permits for construction projects subject to Winters Joint Unified School District Facility Fees. Seconded by Council Member Curry. Motion carried unanimously.

6. **Pool Funding Agreement**

City Manager John Donlevy gave an overview. The low bid, submitted by Tricon Construction in the net amount of \$1,642,000.00, exceeded the budget of \$1,210,000.00. An amended funding agreement between the City of Winters and the Winters Joint Unified School District (WJUSD) has been created to increase the pool construction funds by \$500,000, split evenly between each agency. Council Member Martin asked if there were contingencies for the over-run, and City Manager Donlevy indicated that the additional pool fees would come out of the Park Development Fund. Council Member Curry requested for future contracts, and when appropriate, that local companies be given the opportunity to perform portions of a job out to bid in an attempt to reduce costs. City Manager Donlevy agreed. Council Member Anderson asked if the Maintenance and Operations would carry over from the original agreement, and City Manager Donlevy indicated the new Joint Use Agreement between the City of Winters and the WJUSD would address this. Council Member Curry made a motion to authorize the mayor to execute said agreements for the pool project, with authorization for City Manager Donlevy to negotiate Section IV by clarifying the language to protect the City's interest. Seconded by Council Member Martin. Motion carried unanimously.

COMMUNITY DEVELOPMENT AGENCY

CITY MANAGER REPORT: A Summary and Update of Projects Report was shared with the Mayor and Council Members.

COUNCIL/STAFF COMMENTS: Council Member Martin noted the Community Thanksgiving Dinner was well attended, but would like to see more support in the future, which would draw more attendees. Council Member Curry reminded everyone of the Christmas Tree Lighting ceremony to take place on December 2nd, as well as other events throughout the month of December. Regarding Mr. Mosier's smoking concerns, which were voiced at a prior City Council meeting, the Chamber of Commerce is not willing to encourage the City Council to act. Council Member Stone echoed Council Member Martin's comments regarding the Community Thanksgiving Dinner.

EXECUTIVE SESSION

- Pursuant to The Ralph M. Brown Act, Section 54957(e). Public Employee Performance Evaluation – City Manager

ADJOURNMENT: The meeting was adjourned into Executive Session at 9:15 p.m.

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk

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 Councilmembers
THROUGH: John W. Donlevy City Manager
FROM: Nicholas J. Ponticello, City Engineer *NJP*
DATE: December 12, 2006
SUBJECT: Approve Revised Project Budget Sheet for WWTF Master Plan Update, Project No. 06-03 and Approve Amendment No. 1 to the Larry Walker Associates Consultant Services Agreement

RECOMMENDATION: Staff recommends the City Council (1) approve the revised Project Budget Sheet (PBS) for the WWTF Master Plan Update, Project No. 06-03; and (2) authorize the City Manager to execute Amendment No. 1 to the Consultant Services Agreement with Larry Walker Associates (LWA).

BACKGROUND: On March 21, 2006, Council approved the project Budget Sheet and Consultant Services Agreement with Larry Walker Associates, for the update of the City's 1996 WWTF Master Plan. The update is essential in identifying future facility needs based on the changing regulatory requirements and changing costs for services and construction. The Update will be used to revise the City's Wastewater Impact Fees that development will be paying. In addition, it will identify current costs for phasing of the facility's expansion, for which development will be required to advance funds.

The Master Plan Update is nearly completed, however, additional services have been necessitated, which were outside Larry Walker's original scope of work. The extra work involved analysis and meetings to respond to the lawsuit filed by Richland Communities, specifically the development and evaluation of a seasonal receiving-water discharge alternative and performance of a land value sensitivity analysis.

ALTERNATIVES: No alternatives recommended.

FISCAL IMPACT: A revised Project Budget Sheet (PBS) has been prepared, increasing the overall budget from \$47,300 to \$51,000, to cover the additional master planning and project management effort. The revised PBS is attached. The costs associated with the WWTF Update are funded with Fund 418, Sewer Impact Fees.

Attachment: LWA Amendment No. 1
Revised Project Budget Sheet

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN
THE CITY OF WINTERS
AND**

**LARRY WALKER ASSOCIATES FOR ENGINEERING SERVICES FOR THE WASTEWATER
TREATMENT FACILITY MASTER PLAN UPDATE, PROJECT NO. 06-03.**

This Amendment modifies the AGREEMENT, dated April 5, 2006, for professional services for the Wastewater Treatment Facility Master Plan Update, Project No. 06-03. This Agreement ("AMENDMENT") is made and entered into this ____ day of December 2006 by and between the City of Winters, a municipal corporation of the State of California, herein after referred to as "CITY" and Larry Walker Associates, herein after referred to as "CONSULTANT".

The Master Plan Update is nearly completed, however, additional out-of-scope services are necessary to analyze and respond to the lawsuit filed by Richland Communities, specifically looking at a seasonal receiving-water discharge alternative and land value sensitivity.

AMENDMENTS

1. **SERVICES.** This section is changed to read as follows:

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 dated March 9, 2006, and Exhibit "A-1", which is the CONSULTANT'S Request for a Fee Adjustment dated November 3, 2006. Consultant shall provide said services at the time, place, and in the manner specified by this Agreement and Exhibits "A" and "A-1".

2. **PAYMENT.** This section is changed to read as follows:

The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Exhibit "B-1" - Engineering Services Estimate, but in no event shall total compensation exceed Forty-Five-Thousand dollars (\$45,000), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibits "A" and "A-1".

In Witness whereof, the parties hereto have caused this AMENDMENT to be duly executed as of the day and year first above written.

CITY OF WINTERS
a Municipal corporation of the
State of California

LARRY WALKER ASSOCIATES
CONSULTANT

By: _____
John Donlevy, City Manager

By: _____

SIG

November 3, 2006

Exhibit "A-1"

Mr. Alan Mitchell
Public Works Department
City of Winters
318 First St.
Winters, CA 95694-1923



Subject: Request for Contract Fee Limit Amendment – Update to Wastewater Facilities Master Plan

Dear Mr. Mitchell:

Pursuant to our recent discussion, Larry Walker Associates (LWA), by this letter, requests an amendment to the contract fee limit for engineering services to be provided for the preparation of an update the City of Winters Wastewater Facilities Master Plan. The fee increase is necessary because LWA performed work at the direction of the City that was beyond the scope of work described in Exhibit A of the contract. Specific out-of-scope work items included the following:

1. Development and evaluation of a seasonal discharge alternative
2. Performance of a land value sensitivity analysis
3. Meeting to assist with response to law suit

Work remaining to be completed on the Master Plan Update includes the following tasks:

1. Revise land value sensitivity analysis based on update land value estimates
2. Incorporation of review comments on administrative draft
3. Preparation of final draft Master Plan Update
4. Participation in City Council Work Shop on Master Plan Update

The estimated fee to complete the remaining work is \$8,000. We propose to perform this work on a time and material basis with hourly charges based on our current rate schedule. LWA anticipates submittal of the Final Draft Master Plan Update within two (2) weeks of notice of approval of fee increase.

Yours truly,

A handwritten signature in cursive script that reads "Robert G. Smith".

Robert G. Smith
Associate

Exhibit "B-1"

Engineering Services Estimate – City of Winters Wastewater Treatment Facilities Master Plan Update

Project Task	R. Smith		Principal		Staff		Direct Costs	Total Cost
	Hours	Rate	Hours	Rate	Hours	Rate		
1. Project Initiation	4	\$185						\$740
2. Collect and review existing data	8	\$185						\$1,480
3. Update design criteria and loadings	8	\$185						\$1,480
4. Develop treatment and disposal alternatives	48	\$185						\$8,880
5. Develop cost estimates for alternatives	24	\$185						\$4,440
6. Develop recommended plan	16	\$185						\$2,960
7. Support CEQA Process	16	\$185						\$2,960
8. Prepare draft Master Plan Update	24	\$185	4	\$210	12	\$110	\$100	\$6,700
9. Prepare final Master Plan Update	16	\$185			4	\$110		\$3,400
10. Attend meetings with City staff (3)	12	\$185			4	\$110	\$50	\$2,710
Subtotal	172		4		20		\$150	\$35,750
11. Project administration/coordination					9	\$120		\$1,080
Total	172		4		29		\$150	\$36,830
B. Additional Scope Items								
1. Develop/evaluate seasonal discharge alternative	22	\$195						\$4,290
2. Perform land cost sensitivity analysis	8	\$195						\$1,560
3. Review and discuss B&C Report	6	\$195						\$1,170
4. Assist with law suite response	4	\$195						\$780
Subtotal	40							\$7,800
5. Project administration/coordination					2	\$125		\$250
Total								\$8,050

City of Winters

**WWTF Master Plan Update
Project Budget Sheet**

CIP#: 06-03

MPFP#(s):

Last Updated: March 2006

Original Approval: March 2006

Project Owner: Public Works

Project Manager: Nick Ponticello

Project Resource: Ponticello Enterprises

Description:

Update of the 1996 WWTF Master Plan.

Authority:

The update is essential in identifying future facility needs based on the changing regulatory requirements and changing costs for services and construction. The Update will be used to revise the City's Wastewater Impact Fees that development will be paying. In addition, it will identify current costs for phasing of the facility's expansion.

Budget:					
Item	%	Amount	Item	%	Amount
Project Management		\$ 6,000	Investigations		\$ -
Construction Management		\$ -	Land		\$ -
Master Plan Report		\$ 45,000	Construction		\$ -
RW Consultant		\$ -	Other		\$ -
CEQA		\$ -	Project Total:		\$ 51,000

Financing Schedule:		Project Start:	2006	Project Completion:	2007
Phases: Master Planning					
Fund Code:	418				
Name:	Sewer Impact				FY Totals
Prior FY:					\$ -
FY 03/04:					\$ -
FY 04/05:					\$ -
FY 05/06:	\$ 20,000				\$ 20,000
FY 06/07:	\$ 31,000				\$ 31,000
FY 07/08:					\$ -
Fund Totals:	\$ 51,000	\$ -	\$ -	\$ -	\$ 51,000
Ratios:	100.0%	0.0%	0.0%	0.0%	0.0%

Recommended for Submittal

Alan Mitchell, Assistant City Engineer

12/1/06

(date)

Recommended for Approval (Dept. Head)

Nicholas Ponticello
Nicholas Ponticello, City Engineer

(date)

Finance Department Approval

Shelly Gunby, Director of Finance

(date)

City Manager Approval

John Donlevy, City Manager

(date)

MAYOR:
Woody Fridae
MAYOR PRO TEM:
Michael Martin
COUNCIL:
Tom Stone
Harold Anderson
Cecilia Curry



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

STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: December 12, 2006
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nicholas J. Ponticello, City Engineer *NJP*
SUBJECT: Approve 2006 Sewer Collection System Master Plan Update

RECOMMENDATION: That City Council of the City of Winters confirm the City staff environmental assessment that the 2006 Sewer Collection System Master Plan Update is not considered a project under CEQA and approve Resolution No. 2006-48 adopting the Sewer Collection System Master Plan Update.

BACKGROUND: The City's current Sewer System Master Plan was adopted in 1992. The Sewer Master Plan is the framework for the system, and is based on the City's General Plan (1992). It identifies deficiencies in the existing infrastructure and provides a description of system improvements to serve existing development. It also identifies, locates, and sizes future infrastructure, using the General Plan build out to serve future development. The Master Plan assists staff in developing capital projects to address existing deficiencies, as well as adequately defining system requirements to support future development.

The back-up information, data, and calculations in the current master Plan needs updating, to allow staff to accurately work with developers on the infrastructure needs. In addition, the current Master Plan does not reflect the infrastructure improvements and planning changes made over the last 13 years. An update of the Sewer Master Plan is crucial to laying the groundwork for development that is, and will occur.

The City Council adopted a Major Projects Finance Plan (MPFP), which establishes the basis of the facilities fees and indicates the approximate location, size, time of availability, and estimated costs for all facilities to be financed with the facilities fees, for the purpose of facilitating development within the City and the General Plan, to the year

2010. Projects to update the master plans were identified in the MPFP. The Sewer Collection System Master Plan will be used to update the development impact fees that are required to be paid by developers in order that the City can fund major sewer system improvements.

This 2006 Sewer Collection System Master Plan is an update to the 1992 Sewer Master Plan (CH2M Hill, 1992). The 1992 Sewer Master Plan defined the sanitary sewer system improvements necessary to accommodate the City's future land use development plans based on the City's 1992 General Plan. In addition, the 1992 Sewer Master Plan addressed wastewater treatment and called for construction of a new, relocated wastewater treatment facility. In 1997, the City approved the "Revision to the Sewer System Master Plan – Wastewater Treatment Facilities, Final Report," as prepared by Larry Walker Associates, which provides for the expansion of the existing wastewater treatment facilities. This 2006 Sewer Collection System Master Plan does not address wastewater treatment facilities, but rather, supplements the "Revision to the Sewer System Master Plan – Wastewater Treatment Facilities, Final Report." Together, therefore, this 2006 Sewer Collection System Master Plan, along with the 1997 "Revision to the Sewer System Master Plan – Wastewater Treatment Facilities, Final Report," supersedes (i.e., replaces) the 1992 Sewer Master Plan.

The Sewer Collection System Master Update has been completed and is presented in Final Draft for approval by the City Council.

ENVIRONMENTAL ASSESSMENT: The Sewer Collection System Master Plan Update has been reviewed in accordance with the California Environmental Quality Act (CEQA) and is not considered a project under CEQA. A portion of the capital improvements contemplated in the Sewer Collection System Master Plan Update will occur within existing right-of-ways (roadways). For the capital improvements planned for future right-of-ways (roadways) to support new development, a subsequent CEQA analysis will be required for each new development project. It should be noted also that the 1992 General Plan was the subject of a certified Environmental Impact Report that examined the environmental impacts associated with adoption of the General Plan, including implementation of the 1992 Sewer System Master Plan, which includes the Sewer Collection System. The System Collection System Master Plan Update revises a previous document (1992 Sewer System Master Plan) and only addresses sewer collection system improvements for properties located within the boundaries of the 1992 General Plan.

FISCAL IMPACT: Not known at this time. Implementation of projects identified with the Sewer Collection System Master Plan Update will be funded by Development Impact Fees, Utility Fees, and sewer grants when available.

RESOLUTION NO. 2006-48

Adopting the Sewer Collection System Master Plan Update

Whereas, the City Council of the City of Winters adopted a Sewer System Master Plan by Resolution 92-13A on May 19, 1992, and

Whereas, the 1992 Sewer Master Plan defined the sanitary sewer system improvements necessary to accommodate the City's future land use development plans based on the City's 1992 General Plan. In addition, the 1992 Sewer Master Plan addressed wastewater treatment and called for construction of a new, relocated wastewater treatment facility, which requires wet weather discharge into Putah Creek and would require a major investment by existing users to finance the construction of said facilities, and

Whereas, the City hired the firm of Larry Walker Associates to revise said Master Plan to minimize the impact of the expansion of the treatment facilities on the existing users and to retain the location of the treatment facilities at its current location, and

Whereas, the City Council at their meeting of February 18, 1997 adopted Resolution 97-07, certifying the Final EIR for the project, and

Whereas, the City Council at their meeting of February 18, 1997 adopted Resolution 97-08, approving the Revision to Sewer System Master Plan Wastewater Treatment Facilities, Final Report, as prepared by Larry Walker Associates, and more specifically approved the Alternative 1 – Aerated Ponds/Year Round Irrigation treatment process as the preferred alternative, and

Whereas, the City Council at their meeting of June 2003 hired the firm of RMC to update the 1992 Sewer Master to create a computerized hydraulic model of the sewer system, to identify existing and future deficiencies within the existing sewer collection and pumping system network; to master plan the future sewer collection system network for buildout expansion of the City within the urban service boundary; and to update the Capital Improvement Program, and

Whereas, the 2006 Sewer Collection System Master Plan Update is complete, has been reviewed in accordance with the California Environmental Quality Act (CEQA), and is not considered a project under CEQA.

Whereas, this 2006 Sewer Collection System Master Plan Update does not address wastewater treatment facilities, but rather, supplements the 1997 "Revision to the Sewer System Master Plan – Wastewater Treatment Facilities, Final Report", and

Whereas, together, this 2006 Sewer Collection System Master Plan Update, along with the 1997 "Revision to the Sewer System Master Plan – Wastewater Treatment Facilities, Final Report," supersedes (i.e., replaces) the 1992 Sewer Master Plan.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Winters hereby approves the Sewer Collection System Master Plan Update as prepared by RMC, and more specifically replaces the 1992 Sewer Master Plan with this 2006 Sewer Collection System Master Plan Update and the 1997 "Revision to the Sewer System Master Plan – Wastewater Treatment Facilities, Final Report".

PASSED AND ADOPTED, this 12th day of December, 2006, by the City Council of the City of Winters by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Woody Fridae, Mayor of the City of Winters

ATTEST:

MAYOR:
Woody Fridae
MAYOR PRO TEM:
Michael Martin
COUNCIL:
Tom Stone
Harold Anderson
Cecilia Curry



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

STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: December 12, 2006
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nicholas J. Ponticello, City Engineer *NJP*
SUBJECT: Approve 2006 Water Master Plan Update

RECOMMENDATION: That City Council of the City of Winters confirm the City staff environmental assessment that the 2006 Water Master Plan Update is not considered a project under CEQA and approve Resolution No. 2006-49 adopting the Water Master Plan Update.

BACKGROUND: The City's current Water Master Plan was adopted in 1992. The Water Master Plan is the framework for the system, and is based on the City's General Plan (1992). It identifies deficiencies in the existing infrastructure and provides a description of system improvements to serve existing development water demands. It also identifies, locates, and sizes future infrastructure, using the General Plan build out to serve future development water demands. The Master Plan assists staff in developing capital projects to address existing deficiencies, as well as adequately defining system requirements to support future development.

The back-up information, data, and calculations in the current master Plan needs updating, to allow staff to accurately work with developers on the infrastructure needs. In addition, the current Master Plan does not reflect the infrastructure improvements and planning changes made over the last 13 years. An update of the Water Master Plan is crucial to laying the groundwork for development that is, and will occur.

The City Council adopted a Major Projects Finance Plan (MPFP), which establishes the basis of the facilities fees and indicates the approximate location, size, time of availability, and estimated costs for all facilities to be financed with the facilities fees, for the purpose of facilitating development within the City and the General Plan, to the year

2010. Projects to update the master plans were identified in the MPFP. The Water Master Plan Update will be used to update the development impact fees that are required to be paid by developers in order that the City can fund major water system improvements.

The 2006 Water Master Plan is an update and re-evaluation of the 1992 Master Plan. This Plan achieves several objectives, including 1) creating a computerized hydraulic model of the waster system using H2OMAP, 2) re-evaluating and updating the 1992 Capital Improvement Program to address potential conveyance , pumping capacity, storage, and metering deficiencies under exiting (2002) and long term conditions, and 3) re-evaluating and master planning future water system network for buildout expansion of the City within the urban service boundary.

The Water Master Update has been completed and is presented in Final Draft for approval by the City Council.

ENVIRONMENTAL ASSESSMENT: The Water Master Plan Update has been reviewed in accordance with the California Environmental Quality Act (CEQA) and is not considered a project under CEQA. A portion of the capital improvements contemplated in the Water Master Plan Update will occur within existing right-of-ways (roadways). For the capital improvements planned for future right-of-ways (roadways) to support new development, a subsequent CEQA analysis will be required for each new development project. It should be noted also that the 1992 General Plan was the subject of a certified Environmental Impact Report that examined the environmental impacts associated with adoption of the General Plan, including implementation of the 1992 Water Master Plan. The Water Master Plan Update revises a previous document (1992 Water Master Plan) and only addresses water system improvements for properties located within the boundaries of the 1992 General Plan.

FISCAL IMPACT: Not known at this time. Implementation of projects identified with the Water Master Plan Update will be funded by Development Impact Fees, Utility Fees, and water grants when available.

RESOLUTION NO. 2006-49

Adopting the Water System Master Plan Update

Whereas, the City Council of the City of Winters adopted a Water Master Plan by Resolution 92-13A on May 19, 1992, and

Whereas, the 1992 Water Master Plan defined the water system improvements necessary to accommodate the City's future land use development plans based on the City's 1992 General Plan. The Water Master Plan is the framework for the system, and identifies deficiencies in the existing infrastructure and provides a description of system improvements to serve existing development water demands. It also identifies, locates, and sizes future infrastructure, using the General Plan build out to serve future development water demands. The Master Plan assists staff in developing capital projects to address existing deficiencies, as well as adequately defining system requirements to support future development., and

Whereas, the City hired the firm of RMC to Update said Master Plan to update and re-evaluate of the 1992 Master Plan. The Master Plan Update achieves several objectives, including 1) creating a computerized hydraulic model of the waster system using H2OMAP, 2) re-evaluating and updating the 1992 Capital Improvement Program to address potential conveyance, pumping capacity, storage, and metering deficiencies under exiting (2002) and long term conditions, and 3) re-evaluating and master planning future water system network for buildout expansion of the City within the urban service boundary, and

Whereas, the 2006 Water System Master Plan Update is complete, has been reviewed in accordance with the California Environmental Quality Act (CEQA), and is not considered a project under CEQA.

Whereas, this 2006 Water Master Plan Update" supersedes (i.e., replaces) the 1992 Water Master Plan.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Winters considered all alternatives and hereby approves the Water Master Plan Update as prepared by RMC.

PASSED AND ADOPTED, this 12th day of December, 2006, by the City Council of the City of Winters by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Woody Fridae, Mayor of the City of Winters

ATTEST:



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: December 12, 2006
FROM: Nicholas J. Ponticello, City Engineer *njpf*
THROUGH: John W. Donlevy, Jr., City Manager
SUBJECT: Public Safety Facility, Project No. 05-03

Recommendation:

The City Council: 1) approve the Project Budget Sheet for Public Safety Facility, Project No. 05-03; and 2) authorize the City Manager to execute a Consultant Services Agreement with Calpo, Hom & Dong Architects, for Needs Assessment and Site Master Planning.

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).

On June 15, 2005, Council authorized staff to develop a Request for Qualifications (RFQ) for architectural design services. An RFQ was issued in June and the City received 7 qualifications packets – Don Dommer Associates, Calpo Hom & Dong Architects, Beverly Prior Architects, Indigo Architects, RRM Design Group, LPA Sacramento, and Noll & Tam Architects. A panel consisting of Chief Muramoto, Chief Dozier, Mike Chandler – Chief, Rumsey Rancheria Fire Department, Randy Goodwin – City Architect, City of West Sacramento, and Alan Mitchell, Project Manager, reviewed each submittal and short-listed 4 firms - Don Dommer Associates, Calpo Hom & Dong Architects, Beverly Prior Architects, and LPA Sacramento - who were interviewed by the panel on August 24th. Based on the interviews and subsequent reference checks, staff has chosen Calpo Hom & Dong (CH&D) out of Sacramento. Dennis Dong, a Principal with the firm, is available to introduce his firm and answer any questions.

The first step in implementing the project is to establish the program for the site and facility. CH&D have submitted a scope, fee and schedule to assist the City in laying out the site and floor plan, based on the needs of each Department, and the available budget. The Consultant Services Agreement with CH&D is for Needs Assessment and Site Master Planning only. Subsequent design services (schematic design, design development, and construction documents) will follow and an Amendment will be brought to Council.

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

Chief Muramoto and Chief Dozier will be available to discuss the project and answer any questions.

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 new Project Budget Sheet (PBS) includes budgets for project management (\$10,000) and design services (\$55,000) through the Needs Assessment and Site Master Plan phase.

Attachments: Project Budget Sheet
CH&D Scope of Services, Fee Estimate and Schedule

PUBLIC SAFETY FACILITY

Project Budget Sheet (Needs Assessment and Site Master Planning Only)

CIP#: 05-03

MPFP#(s): #N/A

Last Updated: November 2006

Original Approval: November 2006

Project Owner: #N/A

Project Manager: Alan Mitchell

Project Resource: CH&D - Design

Description:

Site selection, needs assessment and site master planning, design, and construction of a new dual-use facility for Fire and Police.

Authority:

Expanded headquarters buildings are required for both departments to serve the needs of the growing city. Funding will come from a combination of CDA, Impact Fees, Fire District general revenue and other sources.

Budget:					
Item	%	Amount	Item	%	Amount
Project Management		\$ 10,000	Investigations		\$ -
Construction Management		\$ -	Land		\$ -
Preliminary Studies		\$ -	Construction		\$ -
Consultant Design		\$ 55,000	Other		\$ -
CEQA		\$ -	Project Total:	0%	\$ 65,000

Financing Schedule:		Project Start:	2006	Project Completion:	2008			
Phases: Project Studies, CEQA, Land Acquisition, Design, Bidding/Award, Construction								
Fund Code:	002	099	414	415	702	999		
Name:	Other Agency	To Be Determined	Police Impact Fee	Fire Impact Fee	Project Fund	Blank	FY Totals	
Prior FY:								\$ -
FY 06/07:	\$ -	\$ -	\$ 33,000	\$ 32,000	\$ -	\$ -		\$ 65,000
FY 07/08:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
FY 08/09:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Fund Totals:	\$ -	\$ -	\$ 33,000	\$ 32,000	\$ -	\$ -		\$ 65,000
Ratios:	0.0%	0.0%	50.8%	49.2%	0.0%	0.0%		100.0%

Recommended for Submittal

Alan Mitchell
 Alan Mitchell, Project Manager 12/1/06 (date)

Recommended for Approval (Dept. Head)

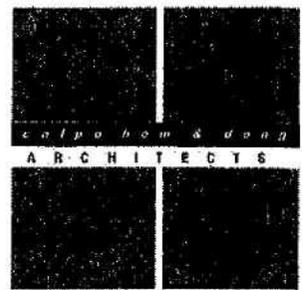
Bruce Muramoto
 Bruce Muramoto, Police Chief 11/29/06 (date)

Finance Department Approval

Shelly Gumbly
 Shelly Gumbly, Director of Finance (date)

City Manager Approval

John Donlevy, City Manager (date)



November 9, 2006

City of Winters
c/o Mr. Alan Mitchell, Project Manager
Ponticello Enterprises
1216 Fortna Avenue
Woodland, California 95776

**Subject : Programming & Master Site Planning: Scope and Fee
Winters Public Safety Facility, Project No. 05-03**

Mr. Mitchell:

Calpo Hom & Dong Architects (CH&D), is pleased to submit our Scope and Fee Proposal to the **City of Winters**, for the Programming and Master Site Plan Phase of the Winters Public Safety Project.

CH&D is very enthused about this unique project and it's opportunities and challenges. **CH&D** is eager to work with the **City of Winters** in order to make this a successful project.

As Principal-In-charge, I will be personally be the managing partner for this project, and am authorized to enter any contracts on behalf of the firm. I and the staff of **Calpo Hom & Dong Architects** look forward to the opportunity to further expound upon our qualifications and relationship with the **City of Winters**.

Please call me personally with any questions.

Sincerely,

Calpo Hom & Dong Architects

Dennis Dong, AIA, CSI, ARA

Scope of Services

1. Programming / Master Site Plan

Programming is the means with which we create a Space Needs Assessment. Also referred to as Facility Planning, this process is a sequential process which translates organizational, operational, and spatial needs into specific facilities requirements. This process begins with an evaluation and analysis of the City's organizational structure, workload, staffing levels, facilities, and real property assets.

1. Review reports and background information provided by the City. Perform an analysis on information that is still valid, that needs to be reanalyzed, or that may need to be discarded.
2. Schedule Personal Interviews with each User Group, to determine operations needs, space needs, special equipment requirements, and adjacencies. Determine any historic trends as well as predictions on future trends.
3. Review findings with each User Group individually, then with the entire group as a whole. This allows each group to 1) have a say in regards to their own sphere of influence; and 2) realize the needs of the other User Groups, and how everything must intermesh globally.

Using the results of the Programming efforts and recommendations, **CH&D** can formulate operational scenarios which project the likely parameters of anticipated workload, and in turn their impact on staffing, equipment, and facilities requirements. The resulting Programming should give the project **direction**. The desired result is a "**buy-in**" to the ideas and direction of the project, from all User Groups.

Site Planning is a result of **Site Analysis**.

Site Analysis involves two main factors:

1. Site Availability, including cost of land, costs of improvements, accessibility to site, proximity of utilities, site orientation.
2. Physical Features of Site, including topography, geotechnical findings, contextual aesthetic requirements, and sight/sound/smell requirements of the adjacent areas.

2. Project Scope Work Plan

Project Scope Work Plan include the following :

Kick-Off Meeting

- *Conduct Kick-Off Meeting with all User Groups*
 - Establish Project Objectives
 - Establish Data Collection procedures
 - Establish Lines of Communication
 - Discuss Project Schedule and Budget in general
- *Obtain and Review Previous Program Studies and Data.*
 - Topographic Survey
 - Geotechnical Report

Data Collection

- *Distribute Program Questionnaires to User Groups.*
 - Staff Requirements and Projections
 - Adjacency to other area requirements
 - Equipment requirements
 - Vehicle requirements
 - Special requirements
- *Arrange and accompany tours of recent similar facilities in the area.*
- *Review Questionnaire Responses.*
- *Conduct User Group Interviews, to confirm Responses.*
 - Meet with each User Group to review specific needs
 - Meet with all Groups to review global needs

Data Analysis

- *Detailed Space Program Report*
 - Project Projections
 - Adjacencies
 - Special Requirements
- *Preliminary Site Plan*
 - Site Design Analysis
 - Site Layout
 - Site Options

Fee Estimate

The Fee Proposal for the **City of Winters Public Safety Facility Programming and Master Site Plan** is based on the Scope of Services, and the Project Scope Work Plan.

This Cost Proposal is **confidential**, and is for the **City of Winters** to review for this project *only*. We appreciate your professional treatment of this matter.

A full detailed Fee Proposal is herein attached..

Phase	Sub Total	%
Programming / Master Site Plan	\$51,600	100%
TOTAL CONSULTANT FEE	\$51,600	100%

Fee Schedule Exclusions

The following items are noted as items not included in the Fee Schedule :

1. Costs for Reprographics Work (ie, printing, copying, etc.), except as required in the RFP.
2. Costs for Permits and Agency Approvals.
3. Environmental Analyses, Flood Plain Studies, Hydraulic Analyses.
4. Off-Site ROW Improvements.
5. Off-Site Improvements (assume all utilities are adjacent to property).
6. Professional Renderings and/or Models.
7. CEQA compliance.
8. Toxic Waste Reports
9. Traffic Signal Design

City of Winters Public Safety Facility, Project No. 05-03



Programming / Master Site Plan

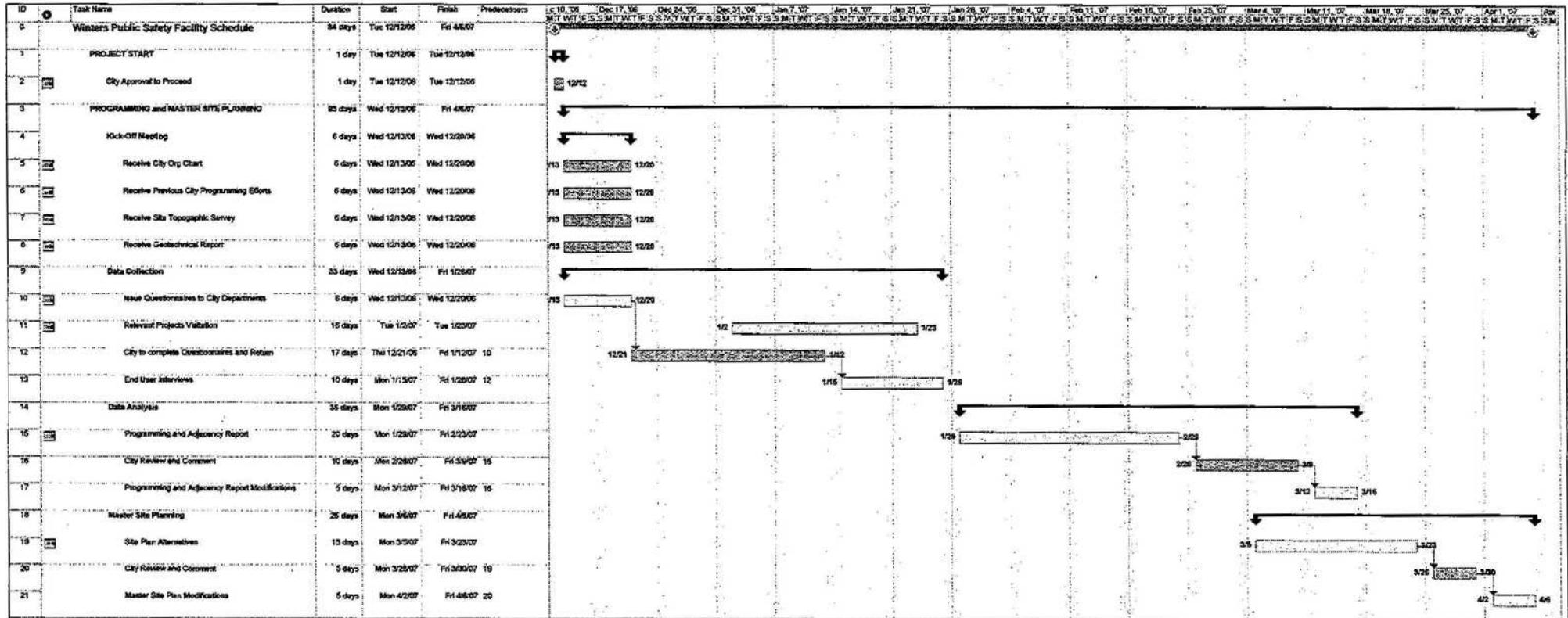
Consultant	Hours	Rate	Subtotal	Total
Calpo Hom & Dong Architects				
Principal Architect	40.00	175.00	7,000.00	
Project Manager	80.00	160.00	12,800.00	
Architect/Specification Writer	0.00	150.00	0.00	
Technician	40.00	85.00	3,400.00	
Clerical	24.00	50.00	1,200.00	
				24,400.00
Buehler & Buehler Associates (Structural)				
Principal Structural Engineer	4.00	175.00	700.00	
Project Engineer	4.00	160.00	640.00	
Technician	0.00	85.00	0.00	
Clerical	0.00	50.00	0.00	
				1,340.00
Sigma Engineering (Mechanical)				
Principal Mechanical Engineer	4.00	175.00	700.00	
Project Engineer	4.00	160.00	640.00	
Technician	0.00	85.00	0.00	
Clerical	0.00	50.00	0.00	
				1,340.00
Capitol City Design (Electrical)				
Principal Electrical Engineer	4.00	175.00	700.00	
Project Engineer	4.00	160.00	640.00	
Technician	0.00	85.00	0.00	
Clerical	0.00	50.00	0.00	
				1,340.00
Warren Consulting Engineers (Civil)				
Principal Civil Engineer	24.00	175.00	4,200.00	
Project Engineer	40.00	160.00	6,400.00	
Technician	40.00	85.00	3,400.00	
Clerical	8.00	50.00	400.00	
				14,400.00
Yamasaki Landscape Architecture (Landscape)				
Principal Landscape Architect	8.00	175.00	1,400.00	
Project Landscape Architect	16.00	160.00	2,560.00	
Technician	16.00	85.00	1,360.00	
Clerical	4.00	50.00	200.00	
				5,520.00
On-Line Consulting (Security)				
Principal Security Designer	4.00	175.00	700.00	
Project Security Designer	4.00	160.00	640.00	
Technician	0.00	85.00	0.00	
Clerical	0.00	50.00	0.00	
				1,340.00
Bleckmann Construction Estimating				
Principal Cost Estimator	12.00	160.00	1,920.00	
				1,920.00
PROGRAMMING / SITE PLAN				51,600.00

2006 Hourly Rates
Calpo Hom & Dong Architects, Inc.

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Principal Architects	\$175.00/hr.
Associates / Architects	\$160.00/hr.
Project Managers / Architects	\$160.00/hr.
Job Captains	\$150.00/hr.
Interior Designers	\$150.00/hr.
CADD/Draft Support	\$85.00/hr.
Clerical	\$50.00/hr.

Direct Cost Separated from Overhead Cost

Factor of 3.5





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: December 12, 2006
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Anderson Street Traffic Calming- Hemenway to Railroad Ave

RECOMMENDATION:

That the City Council authorize Staff discussion of installation of traffic calming measures on Anderson Ave. between Hemenway St. and Railroad Ave.

DISCUSSION:

In September, 2006, traffic calming measures were installed on Anderson Ave and Hemenway St. to assist in the overall reduction of speed on these streets. The measures included the installation of parking lanes, a bike lane and speed humps. Generally, the improvements have produced extremely favorable results from residents along these streets.

In the approval of these improvements, Staff was directed to perform an overall evaluation of the effectiveness of the installed improvements and consider a similar project on the easterly portion of Anderson Ave.

Staff is recommending that a neighborhood meeting process be initiated with the residents along this section of Anderson Ave. This will include a neighborhood meeting, to receive input, then the development of a recommended course of action for approval by the City Council. In the case of the first section of Anderson Ave., the input of the residents proved to provide superior insight into how the installations should occur.

FISCAL IMPACT:

None by this action.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: December 12, 2006
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Winters Community Library

RECOMMENDATION:

That the City Council and Community Development Agency:

1. Approve a Cooperative Agreement between the Winters Joint Unified School District, the City of Winters and County of Yolo for the Winters Library.
2. Approve a Site Lease Agreement between the Winters Joint Unified School District, the City of Winters and County of Yolo for the Winters Library.
3. Consider an increase in the CDA contribution from \$300,000 to \$600,000.
4. Approve an increase in the City's proposed annual operating contribution from \$12,000 to \$25,000.

BACKGROUND:

Since 1998, the Winters Community along with the Yolo County Library have worked cooperatively on the vision of constructing a new library. This process has included participation in the State Library Bond Fund, a local election for a construction bond financing of the project and a Bond Fund Application submitted in 2004. Since 2002, a Winters Library Steering Committee has worked to develop and shepard applications and strategies for the development of the local library.

Since the third cycle bond application (which the Winters Library Project was not funded), the Steering Committee along with County, City and WJUSD staffs have worked to develop an overall funding strategy for constructing the library without outside funding. Those efforts have resulted in a revised plan which is presented here.

DISCUSSION:

The proposed project is a \$5.2 million library to be constructed on the Winters High School property adjacent to the new Community Swimming Pool and the recently constructed parking lot. The building will be approximately 10,000 sf, which includes the library and a community room. The drawings for the library are included as Attachment

A of this report.

Funding for the project will be as follows:

Yolo County	\$3,242,600	
City of Winters	300,000	
City Development Agreements	274,000	
Margaret Parsons Trust	400,000	
Winters Joint Unified School District	200,000	
Winters Friends of the Library	50,000	
Local Capital Campaign	201,006	
TOTAL REVENUES		\$4,667,606

In recent months, Yolo County has made significant increase in their overall contribution to the project to \$3,242,600.

The City/CDA contribution has included \$300,000 CDA and \$274,000 which has accrued from negotiated development agreements. Staff is recommending an increased contribution from the CDA of an additional \$300,000 to assist in covering the projected deficit in the project. Funds would come directly from bond proceeds either existing or the planned future issuance in 2007.

Operationally, the City had previously committed to a contribution of \$12,000 toward the annual operations. In discussions with the County Library Staff, they have asked that this contribution be increased to \$25,000 annually.

The key documents related to this project include the Cooperative Agreement and Site Lease for the Library. Those are included as attachments to this report.

This project is viewed as the culmination of almost 10 years of community work and collaboration. Staff is highly recommending approval of each document.

If approved, construction is anticipated to begin in Fall, 2007.

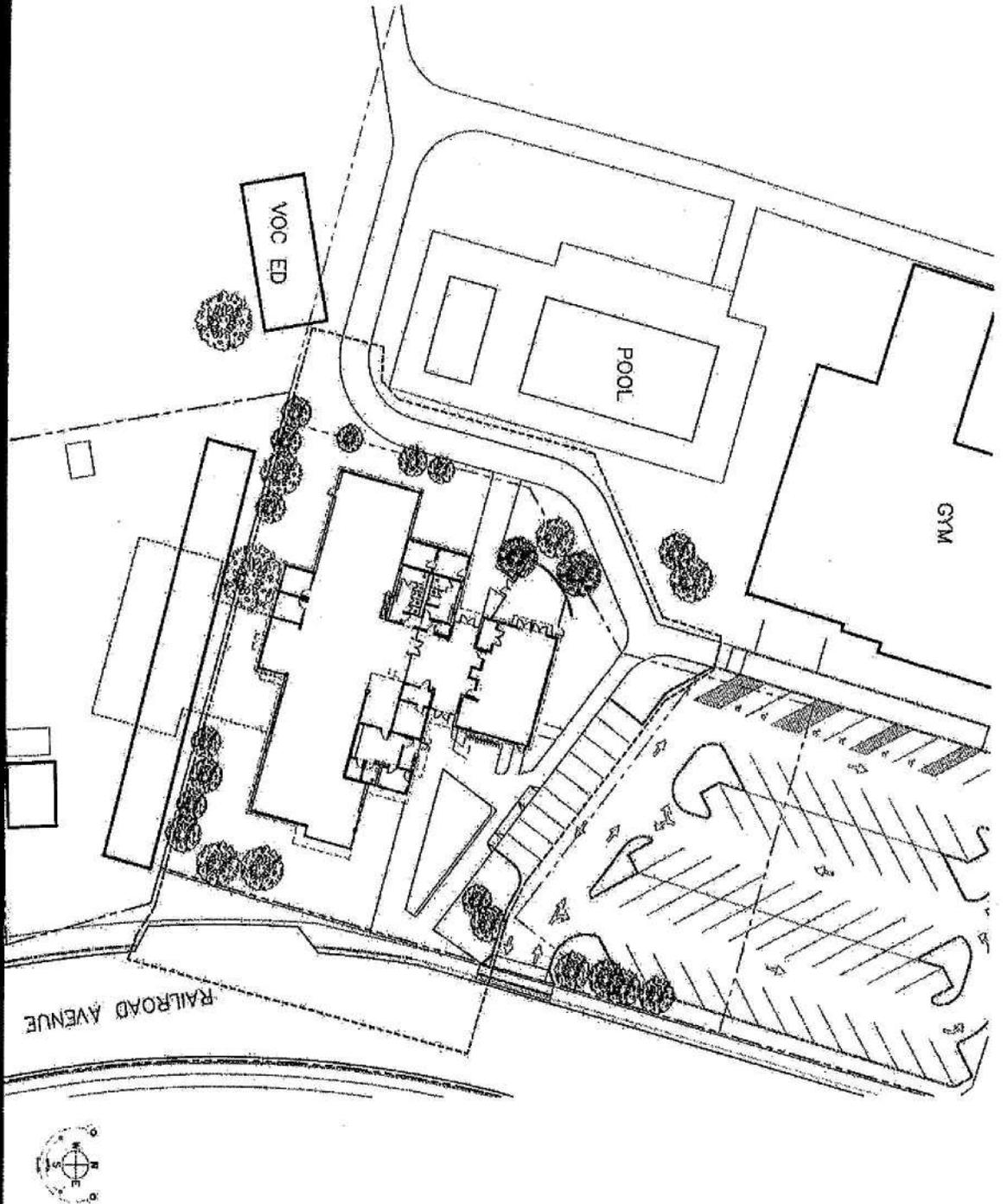
FISCAL IMPACT:

Construction contributions from the City and CDA are \$574,000 or \$874,000 from Bond Funds and Developer Contributions. Operational contributions of \$25,000 would be General Fund.

ATTACHMENTS:

- A. Elevations and Floor Plans
- B. Cooperative Agreement
- C. Site Lease

Winters Library



PR&P

Paul Roberts & Partners, Inc.
Architects and Planners

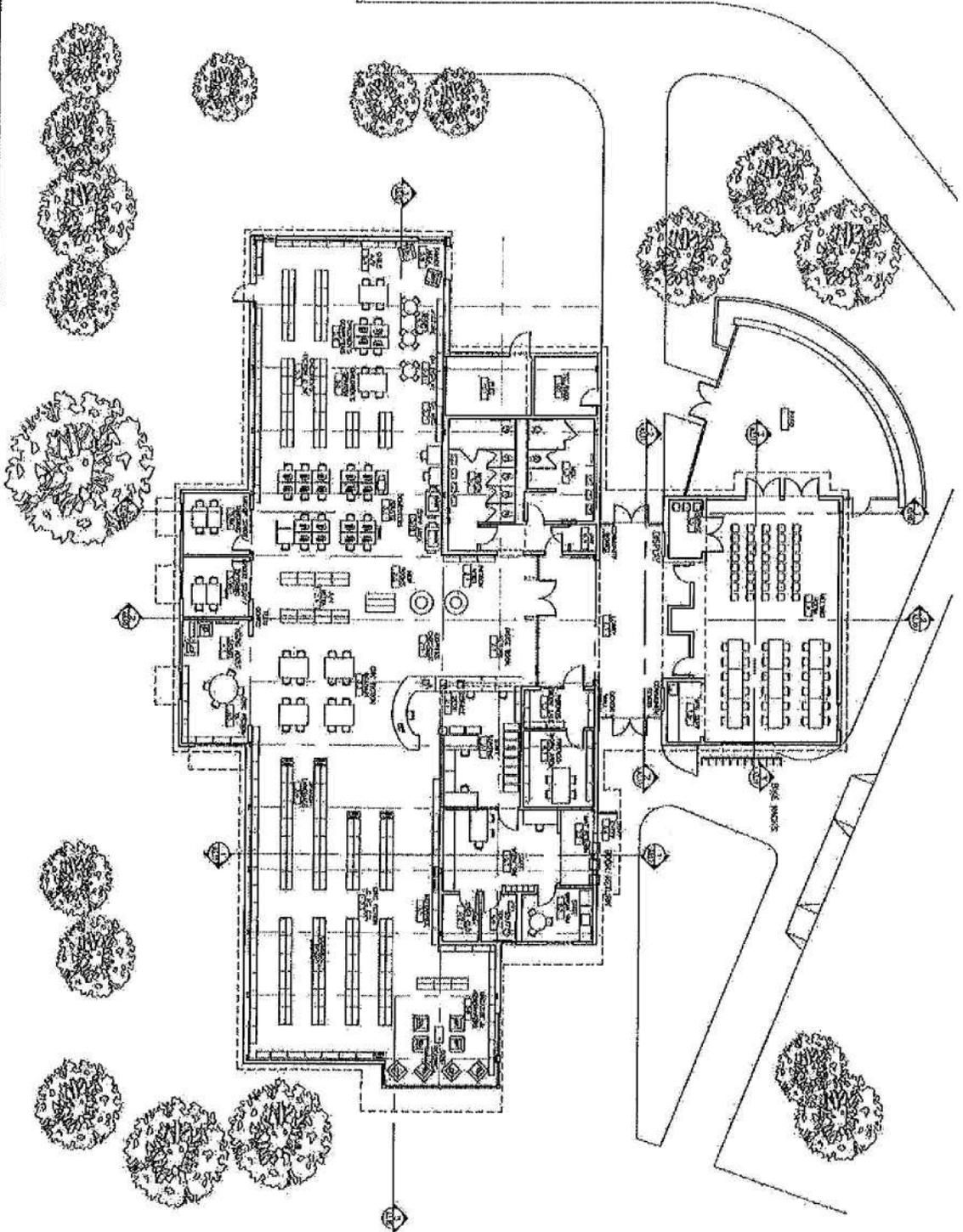


Winters Library

PR&P

Paul Roberts & Partners, Inc.
A Division of A.P. Systems

Winters Library



AGREEMENT NO. _____

**COOPERATIVE AGREEMENT FOR
THE WINTERS LIBRARY**

This Cooperative Agreement ("Agreement") is made and entered into this _____ day of December, 2006, between the Winters Joint Unified School District ("School District"), the City of Winters ("City"), and County of Yolo ("County") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the School District, the City, and the County mutually agree to enter into a joint use cooperative agreement to construct and operate a joint use, co-located public and school library; and

WHEREAS, with the cooperation and financial and operational support of the School District and City, the County intends to construct a library building, referred to as the Winters Library ("Library"), on designated real property situated in the City of Winters on the campus of Winters High School; and

WHEREAS, it is to the mutual benefit of the School District, the City, and the County to contribute jointly to the establishment and operation of this joint use, co-located library which will serve the interests, convenience and needs of the general public, the community at large, the School District, and of children and adults of all ages; and

WHEREAS, the School District, the City, and the County desire to work cooperatively to provide for the financial and operational support for this joint use, co-located library consistent with the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the promises herein, the Parties herein do hereby agree as follows:

SECTION 1. VISION AND MISSION.

A. The Winters Library will encourage reading, literacy, lifelong learning and cultural awareness. It will provide access to worldwide information for all members of its community. The Library will be a central place where all people can gather to exchange ideas and pursue community interests in a welcoming environment.

B. The Winters Library will provide community and student access to books, information technology and other media to foster a love of reading and learning for users of all ages.

SECTION 2. GOVERNANCE AND RESPONSIBILITY FOR MANAGEMENT OF LIBRARY.

A. The Board of Supervisors of the County of Yolo shall be the Governing Board for the Library ("Governing Board"). The County shall have responsibility for the

development of policies and the overall management, operation and maintenance of the Library subject to the terms and conditions of this Agreement. In the development of the operational policies for the Library as those policies may directly impact the School District use or City use of the Library, the County shall acquire the consent of representatives of the School District and the City, which consent shall not be unreasonably withheld, prior to adoption of any of these operational policies. As set forth in this Agreement, the County Librarian shall have primary responsibility for the operation of the Library subject to Governing Board approved policies and under the supervision of the County Administrative Officer.

B. Library Executive Committee

(i) The County Administrative Officer, the School District Superintendent and the City Manager will serve as an Executive Committee (the "Executive Committee") for the Library.

(ii) The Executive Committee shall have the following duties and responsibilities:

(a) Consult with the County Librarian on administrative matters pertaining to the Library;

(b) Consult with the County Librarian on policy matters that may come before the Governing Boards;

(c) Advise and recommend to the Governing Boards of the Parties on policy matters related to this Agreement;

(d) Meet no later than June of each year to annually review the budget and operations, including staffing and service levels, of the Library; and

(e) Meet annually or as required to review the administrative and other responsibilities of each of the Parties as set forth in this Agreement.

C. Library Advisory and Coordination Committee

(i) There shall be a Library Advisory and Coordination Committee ("LACC") for the Library to serve as a mechanism to address Winters Library operational issues, including staffing and service levels

(ii) The LACC shall consist of seven members appointed as follows: the County Librarian; one County staff member appointed by the County Librarian; two School District staff members appointed by the Superintendent of the School District; the City of Winters representative appointed by the City of Winters to serve on the Yolo County Library Advisory Board, one member appointed by the Friends of the Winters Library and one at large member appointed by the Board of Supervisors upon recommendation of the Board member whose supervisorial district includes the City of Winters. No member shall hold an elective office on a

governing board of any of the Parties. The County Librarian shall notify the appointing agency/organization of vacancies on the LACC.

(iii) The LACC shall have the following responsibilities:

(a) Advise the County Librarian on any issue directly affecting the operation of the Winters Library,

(b) Upon request of the County Librarian, make recommendations to the Executive Committee on operational aspects of the Winters Library, and

(c) Meet at least annually to review the budget and operations of the Winters Library, including staffing and service levels

SECTION 3. ROLES AND RESPONSIBILITIES OF EACH PARTY FOR FUNDING.

A. The School District shall have the following funding responsibilities:

(i) Pursuant to the Site Lease between the same Parties, provide the Site for the new Winters Library to the City and the County at no cost to either the City or the County.

(ii) Provide School District staff, including staff from the Superintendent's office, the High School Principal's office, the Facilities office, the Information Technology office, and School District Librarian, as reasonably necessary to work with County representatives, City representatives and the Winters community to develop plans for the new Winters Library. School District employees shall not be considered to be County employees under any circumstances.

(iii) Provide \$200,000 in School District funds to the County for construction of the new Winters Library.

(iv) Waive any and all School District fees associated with the construction and operation of the new Winters Library.

(v) During the term of this Agreement, undertake to do each of the following:

(a) Provide one Library Media Teacher full-time and one Library Clerk at least 15 hours per week to staff the new Winters Library;

(b) Provide funds for public liability insurance and school-related library materials;

(c) As identified in the Operating Budget included in the Operating Guidelines (Exhibit A), for each fiscal year of this Agreement, share with the County the following operating costs of the new Winters Library: communications, janitorial services, garbage pickup, equipment

maintenance, building and grounds maintenance, office expenses, data processing and computer maintenance, small tools and utilities;

(1) for the first full year of operation (fiscal year 2008-09), for the nine months that schools are in session, the School District's portion will be 50% of the shared operating costs which is estimated to total \$44,620;

(2) for each subsequent year, the shared operating costs for the nine (9) month period that schools are in session will be apportioned between the School District and the County on a 50-50 basis unless a different percentage is agreed to by the School District Board of Trustees and the County Board of Supervisors; and

(3) it is understood that the sharing of operating costs will be provided by the School District and the County through a combination of in kind services and money. No later than June 15 of each fiscal year of operation of the Library pursuant to this Agreement, the School District and the County shall reconcile the services and monies provided by each so that the 50-50 basis (or different percentage as agreed to by the School District and the County) is met.

B. The County shall have the following funding responsibilities:

(i) Provide County staff, including staff from the County Library Department, the General Services Department, the Planning, Resources and Public Works Department, the Information Technology Department, the County Administrator's Office and the County Counsel's office, as reasonably necessary to work with School District representatives, City representatives and the Winters community . to develop plans for the new Winters Library. County employees shall not be considered to be School District employees under any circumstances.

(ii) Provide \$3,242,600 for the new Winters Library fund, primarily from Development Impact Fees, for construction of the new Winters Library.

(iii) Waive any and all County fees associated with the construction and operation of the new Winters Library.

(iv) During the term of this Agreement, undertake to do each of the following:

(a) Provide one Librarian at least 4 hours per week, at least one (1) Library Assistant for no less than a total of 29 hours per week, an Extra Help Library Assistant for no less than 18 hours per week and an extra help Library page for no less than 6 hours per week to staff the new Winters Library;

(b) Provide funds for public liability insurance, County indirect or A-87 fees, public library materials, and County Central Library support services;

(c) As identified in the Operating Budget included in the Operating Guidelines (Exhibit A), for each fiscal year of this Agreement, share with the School District the following operating costs of the new Winters Library: communications, janitorial services, garbage pickup, equipment maintenance, building and grounds maintenance, office expenses, data processing and computer maintenance, small tools and utilities;

(1) for the first full year of operation (fiscal year 2008-09), for the nine months that schools are in session, the County's portion will be 50% of the shared operating costs and 100% of the operating costs for three months; these operating costs are estimated to total \$74,367.

(2) for each subsequent year, the shared operating costs for the nine month period that schools are in session will be apportioned between the School District and the County on a 50-50 basis unless a different percentage is agreed to by the School District Board of Trustees and the County Board of Supervisors.

(3) it is understood that the sharing of operating costs will be provided by the School District and the County through a combination of in kind services and money. No later than June 15 of each fiscal year of operation of the Library pursuant to this Agreement, the School District and the County shall reconcile the services and monies provided by each so that the 50-50 basis (or different percentage as agreed to by the School District and the County) is met.

(4) pay all operating costs of the Library for the remaining 3 months of each fiscal year.

C. The City shall undertake each of the following:

(i) Provide City staff, including staff from the City Manager's office, Planning Department, Redevelopment Agency, and Public Works Department, as reasonably necessary to work with County representatives, School District representatives, and the Winters community to develop plans for the new Winters Library.

(ii) Provide \$574,000 in City funds to the County for construction of the new Winters Library.

(iii) Provide \$400,000 in Margaret Parsons Trust funds to the County for construction of the new Winters Library.

(iv) Waive any and all City fees associated with the construction and operation of the new Winters Library.

(v) For the first year of operation of the new Winters Library, provide no less than \$25,000 in City funds to offset County costs of the Library operations. This amount is to be paid no later than July 1 of the first year of operation. After the first payment of \$25,000, thereafter, throughout the remaining term of this Agreement, the amount paid in the previous year will be increased annually consistent with increases in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose area. This annual payment by the City to the County for the operation of the new Winters Library shall be made for as long as the Winters Library is operating pursuant to this Agreement.

(vi) Upon agreement of the Parties that there is a need for an expanded library due to an increase in the population of the community and that there is available sufficient funding to pay for the construction of an expansion, the City will explore all steps reasonably necessary to make land immediately to the south of the Site available for a 4000 square foot library building expansion and, following that exploration, make a determination as to whether it can reasonably undertake those steps.

SECTION 3. ROLES AND RESPONSIBILITIES OF EACH PARTY FOR LIBRARY DESIGN AND CONSTRUCTION

A. The County shall have the following responsibilities during the design and construction of the library:

(i) Assume the lead role during the design phase of the Winters Library Project;

(ii) Collaborate with all associated agencies, ensuring all concerns are addressed satisfactorily prior to construction documents submission to the state for approval; and

(iii) Provide WJUSD all funds for the Bid and Construction phase of the project prior to the WJUSD Governing Board's approval of the low bid.

B. The School District shall have the following responsibilities during the design and construction of the library:

(i) Upon receipt of the final construction documents assume the lead role and work with the project architect to prepare and submit to the Division of the State Architect all required documentation to secure appropriate approvals. Fees associated with the DSA will be approximately \$22,000 and shall be funded by the project budget;

(ii) Following receipt of the DSA approval letter, the WJUSD shall conduct a public bid in compliance with California Labor Code for the construction of the new Winters Library;

(iii) Upon successful completion of the bid process, the WJUSD shall secure the approvals of all associated agencies of the low bid. Prior to submission of the said low bid to the WJUSD Governing Board for final approval the WJUSD shall ensure sufficient funds are in the District's possession to conduct the contract and complete the project;

(iv) Upon approval by the WJUSD Governing Board, WJUSD staff shall execute all construction agreement documents;

(v) WJUSD reserves the right to conduct a third party constructability review. This review will be funded by the project budget and will not exceed \$5,000;

(vi) WJUSD will hire and retain a state licensed project inspector. The inspectors fees shall be funded by the project budget in the amount of \$92,400; and

(vii) WJUSD will hire and retain a Labor Compliance Program manager to oversee the prevailing wage requirements. The LCP manager's fee shall be funded by the project budget in the amount of \$33,000.

SECTION 4.

ROLES AND RESPONSIBILITIES OF EACH PARTY FOR LIBRARY STAFFING, SUPERVISION, OPERATION AND MANAGEMENT.

A. The Parties agree that the operation of the Winters Library shall be a collaboration involving the Winters Joint Unified School District, the City of Winters and the County of Yolo. The County shall have overall responsibility for the management, operation and maintenance of the Library subject to the terms and conditions of this Agreement. The County shall be responsible for County staff and the School District shall be responsible for School District staff and students. As set forth in Section 3 of this Agreement, the School District, the City and the County shall each provide varying levels of operational funding.

B. The Parties further agree that, subject to the terms and conditions of this Agreement, the Library will be managed on a day-to-day basis by a self-directed team comprised of a School District library staff member and a County Library staff member. The School District library staff member will be the lead supervisor during school hours and the County Library staff member will be the lead supervisor during County hours, including during school vacation periods. Staffing schedules for School District hours and County hours will overlap on a limited basis. Consequently, School District Library staff and County Library staff will confer on a regular basis regarding day-to-day operations as well as on the achievement of joint use, co-located service objectives.

C. The Library will be designed for simultaneous use by School District students and other Library patrons of all ages. The Library and its staff will provide an equally welcoming atmosphere for all users.

D. School District students visiting the Library will be considered "students" during all school hours and all school related events. Students enrolled within the School District will be considered "public patrons" during all non-school hours. The School District shall retain jurisdiction over its students who are visiting the Library during school hours. The School District will assert its jurisdiction, subject to the extent permitted by law, over a student for misconduct that occurs during the Library's extended, weekend, and summer hours if that student's misconduct occurs during a scheduled school event, or if there is evidence that links the student's misconduct in the Library to a safety or security issue that originated during school hours.

E. The County Librarian, or his or her designee, shall have the following duties and responsibilities:

(i) To be responsible for the implementation of the terms and conditions of this Agreement and the operating policies of the Library. The County Librarian shall consult with and consider the advice of the Executive Committee and the Library Advisory and Coordination Committee in implementing the terms and conditions of this Agreement;

(ii) To have overall responsibility for the direct management, operation and maintenance of the Winters Library facility, including its equipment, furnishings and grounds, subject to the terms and conditions of this Agreement;

(iii) To plan, organize and direct library activities under policy direction from the Board of Supervisors and the County Administrative Officer following consultation with the Library Executive Committee;

(iv) To authorize expenditures within the parameters of the approved County budget;

(v) To make recommendations and requests to the Board of Supervisors, the Library Executive Committee, and the Library Advisory and Coordination Committee concerning matters relating to the operation of the Winters Library; and

(vi) To adhere to the American Library Association's *Library Bill of Rights* as criteria to govern decisions related to collection development, access to information and intellectual freedom.

F. The School District Superintendent, or his or her designee, shall have the following duties and responsibilities:

(i) To plan, organize and direct those Library activities specifically intended for School District students;

(ii) To authorize expenditures within limitations of the approved School District Budget; and

(iii) To determine what books and other library materials and equipment shall be purchased with School District funds subject to budgetary limitations, and consistent with the collection development policy of the School District.

SECTION 5. DISPUTE RESOLUTION PROCEDURE.

Though the Parties hereto anticipate a collegial working relationship, it is possible that throughout the lengthy term of this Agreement, a dispute may arise due to differences in County operational policies and School District operational policies concerning the Library. When a dispute does arise, it shall be resolved as follows:

(i) Step One is that the School District Superintendent, the County Administrator and the County Librarian shall meet to seek a mutually acceptable resolution of any such differences.

(ii) If Step One does not result in a resolution of the differences, then Step Two is for an ad hoc committee of the School District Board of Trustees and an ad hoc committee of the Board of Supervisors to meet with the participants in Step One to seek a mutually acceptable resolution of any such differences.

(iii) If Step Two does not result in a resolution of the differences, then Step Three is for a joint meeting to be held by the School District Board of Trustees and the County Board of Supervisors with the participants in Step One to seek a mutually acceptable resolution of any such differences. Any resolution shall require the approval of a majority of each Board.

(iv) If Step Three does not result in a resolution of the differences, then the matter shall be submitted to an arbitrator selected by the presiding judge of the Yolo Superior Court. In the event that the presiding judge declines to select an arbitrator, then the Executive Committee shall meet to propose a selection method acceptable to the School District Board of Trustees and the County Board of Supervisors for the selection of the arbitrator. The decision of the arbitrator shall be final and binding on both Parties.

SECTION 6. DESCRIPTION OF JOINT LIBRARY SERVICES.

A. The Winters Library will offer the following array of library services:

(i) Circulation of books and other library materials, using the County Library's web enabled integrated library system that will provide access to an on-line catalog of 34,116 books and 2,052 audio-visual items assigned to the Winters Library, including the high school collection, in addition, to the catalogs for the countywide collection of 370,927 volumes and the state collection of over 2

million volumes, available through Interlibrary Loan of materials from other libraries;

(ii) Reference and Readers' Advisory assistance, with access to and staff assistance in the use of reference and other library materials, including specialized electronic resource collections such as the current InfoTrac and Newsbank databases;

(iii) Public Access to the Internet on-site via 22 computers as well as off-site access to the Library's collection and Internet links twenty-four hours a day, seven days per week;

(iv) A Mobile Technology Training Lab comprising 20 wireless laptops for providing orientations to library services, the Internet and general and specialized electronic databases;

(v) Programs for children, teens and adults with an emphasis on pre-school programs, school class visits, and teen programs and a continued collaboration with the Winters Friends of the Library on programs for adults;

(vi) Adult Literacy services provided by the Winters Friends of the Library Volunteer Literacy Tutors;

(vii) Community Meeting Room space sufficient to seat 90 adults and to include a light refreshment alcove; the room will be divisible and the School District will be given priority access during school hours to 50% of this space. The remaining 50% of this space during school hours will be made available for use for County Library programs and activities, Winters Friends of the Library programs and activities, City programs and activities, School District programs and activities, and County programs and activities other than those for the County Library in a manner that allows all of these programs and activities to have reasonable access to the use of this space. During non school hours, the Community Meeting Room will be made available for use for County library programs and activities, Winters Friends of the Library programs and activities, City programs and activities, School District programs and activities, and County programs and activities other than those for the County Library in a manner that maximizes use of the Community Meeting Room and allows for all of these programs and activities to have reasonable access to the use of this Room;

(viii) Gallery and Display Space available for student and public art and exhibits in designated locations throughout the Library; and

(ix) Group study spaces to accommodate a total of 10 high school students.

SECTION 7. LIBRARY COLLECTIONS.

A. The library collections of the Winters High School and the County's Winters Branch Library shall be merged so that when the new Winters Library opens to the

public, both collections will be integrated and available to all users, via the County Library's web enabled integrated library system.

B. Once the Winters High School and the County's Winters Branch Library collections have been merged, the following policies shall apply:

(i) The County Library will be responsible for the purchase, cataloging and processing of a wide range of materials suitable for a community library according to the "Yolo County Library Collection Development Policy". The County adheres to the American Library Association's *Library Bill of Rights* as criteria to govern decisions related to collection development, access to information and intellectual freedom.

(ii) The School District will be responsible for the purchase, cataloging and processing of curriculum related materials according to the School District Collection Policy. The School District will provide the Library with one copy of each textbook utilized by the School District as they are purchased or acquired. The purchase, processing and storage of School District textbooks will not be a part of this Agreement.

(iii) The School District collection of materials will be integrated into the County Library collection of materials except for short-term school reserve materials. The integrated collection may include: children's collection, fiction, non-fiction, reference, periodicals, video, books on tape, CD ROM, CD music, multimedia and electronic items. The materials will be shared by all Library users. Regardless of funding source, staff will collaborate on collection development issues on a regular basis to avoid duplication within the collection.

(iv) Initially, the Winters High School library collection will be integrated with the County's Winters Branch Library collection. If and/or when the current high school changes to another school serving a grade span of students other than high school students, then the high school collection will be removed and the new school's library collection will be integrated with the County collection.

(v) Ownership of items in the integrated collection will be recorded on the electronic record. Upon dissolution of this Agreement, but not before fifty years following the first day of operation of the Library, the collections shall be distributed to the parties according to ownership.

(vi) Challenges to items in the integrated collection will be handled according to the Reconsideration Policy of the jurisdiction that purchased the item.

SECTION 8. LIBRARY HOURS OF SERVICE.

A. The Library will be open and available to the general public and students equally during all hours of operation.

B. The Library will be open no less than 50 hours per week during any week that School District classes are in regular session.

C. The Library will be open no less than 20 hours per week during any week that School District classes are not in regular session.

D. The Library hours of operation during the first year following construction of the new Winters Library are identified in the Library Operating Guidelines (Exhibit A). Subsequent changes in the hours of operation will be determined by the County Librarian and the School District Superintendent following consultation with the Executive Committee and the Library Advisory and Coordination Committee.

SECTION 9. LIBRARY STAFFING.

The Library will be staffed with a minimum of two people at all times, with at least one person being an adult. The actual number and classification of staff for the first year of operations following construction of the new Winters Library are identified in the Library Operating Guidelines (Exhibit A) attached to this Agreement. Subsequent changes in staffing will be determined by the County Librarian and the School District Superintendent following consultation with the Executive Committee and the Library Advisory and Coordination Committee.

SECTION 10. VOLUNTEERS.

The Parties agree that qualified volunteers recruited from both the School District student body and from the community will be necessary to supplement the essential Library services provided by paid Library staff. Such volunteers will be selected, supervised and dismissed as necessary by the County Librarian or, in the case of student volunteers, the School District Librarian, or their respective designees. The County shall be solely responsible for volunteers selected, supervised, and dismissed by the County Librarian, or designee. The School District shall be solely responsible for the student volunteers selected, supervised, and dismissed by the School District Librarian, or designee. In the recruitment, supervision and dismissal of volunteers, the County and the School District will comply with all applicable laws.

SECTION 11. LOCATION.

The Winters Library will be located in the City of Winters immediately to the east of the present Winters High School and fronting on Railroad Avenue as depicted on the Library Site Map (Exhibit B).

SECTION 12. OWNERSHIP.

A. The County will solely own the new Winters Library building. The School District will own the underlying land but will lease it to the County and the City at no cost for the term of the Site Lease between the same Parties. The County will own all furnishings, equipment and library materials supplied by the County pursuant to this agreement.

B. The School District may purchase, own and place additional furnishings, equipment and library materials in the Library, subject to approval by the County Librarian, and subject to agreement by the parties that such additional furnishings, equipment and library materials will be available to all Library patrons on the same basis as all other furnishings, equipment and library materials purchased pursuant to this Agreement. All such additional furnishings, equipment and library materials shall be maintained at the expense of the School District and shall be clearly identified as being owned by the School District.

SECTION 13. LIBRARY SOURCES AND USES OF FUNDING.

A. The total project cost estimate for the new Winters Library is \$5,200,000, based on the architect's cost estimate of \$5,005,650 plus an allowance for increased furnishing costs. Funding from the County, School District, City, the Margaret Parsons Trust, Winters Friends of the Library, and the Community Capital Campaign will provide \$5,200,000 or 100 percent of the project cost. The Parties have developed a Library Construction Project budget which is set forth in Exhibit A.

B. The initial start-up expenses total \$16,093. The School District's share is \$3,362 and the County's share is \$12,731. The budget for these expenses is set forth in Exhibit A.

C. The new Winters Library is anticipated to be fully operational by October 1, 2008. The operating costs for this first year are estimated to be \$423,197. The School District will contribute \$144,410, the County will contribute \$253,787 and the City will contribute \$25,000. As set forth in Section 3 of this Agreement, the School District and the County have agreed to share the following operational costs on a 50-50 basis for nine (9) months: communications, janitorial services, garbage, equipment maintenance, building and grounds maintenance, office expense, data processing and computer maintenance, and small tools and utilities. The County shall be fully responsible for the operational costs for the remaining three months. As set forth in Section 3 of this Agreement, the City will contribute to the County no less than \$25,000 per year towards the operating budget of the library beginning in FY 2008-09. That amount will increase annually based on a cost of living formula detailed in Section 3. The operating budget is set forth in Exhibit A.

SECTION 14. REVIEW AND MODIFICATION PROCESS.

A. During the first year of operation of the new Winters Library, the County Librarian and the School District Superintendent shall meet quarterly to review the operations of the Winters Library. At least once during the first year of operation of the new Winters Library, the County Librarian and the School District Superintendent shall meet with the Library Advisory and Coordination Committee to discuss the operation of the Library.

B. Following the first year of operation of the new Winters Library, the County Librarian and the School District Superintendent shall meet at least annually to review the operations, including staffing and service levels of the Winters Library and to prepare

and provide a written report to the County Board of Supervisors, the School District Board of Trustees, and the City Council.

C. At least once every two years during the operation of the new Winters Library, the Executive Committee shall meet to review the terms and conditions of this Agreement. The Executive Committee may propose amendments to this Agreement which shall require the consent of the governing boards of all of the Parties.

SECTION 15. FIELD ACT APPLICABILITY.

The Library building will provide space for required educational purposes for more than twenty-four pupils enrolled in kindergarten or any of the grades 1 to 12 at any one time. Accordingly, the Parties agree that the Library will be subject to the Field Act.

SECTION 16. TERM OF AGREEMENT AND COMMITMENT TO PROVIDE JOINT USE LIBRARY SERVICES.

A. This Agreement is contingent upon approval by the governing boards of each Party. The term of this Agreement begins on the date when the last Party authorizes its designated representative to execute this Agreement on behalf of that Party.

B. Except as set forth in subsection C. of this Section 16, this Agreement shall terminate when the Site Lease between the same Parties terminates. The Site Lease between the same Parties is to continue for fifty (50) years following substantial completion of construction of the Library. The Parties agree to provide joint use library services consistent with the terms of this Agreement.

C. This Agreement shall terminate and shall be of no force and effect if the new library construction project is not completed within three (3) years from the date of this agreement.

SECTION 17. INDEMNIFICATION.

A. Each Party hereto shall indemnify and hold harmless and defend the other Parties, their elected representatives, trustees, officers, agents, employees and their selected volunteers, from any and all liability, damages, costs, or expense which any indemnified Party shall become obligated to pay by reason of any claim, lawsuit or judgment on account of injury to property or injury or death to persons received or suffered which is solely caused by the act or omission of any duty of the indemnifying Party or that Party's elected representatives, trustees, officers, agents, employees, or their selected volunteers under this Agreement.

B. Each Party hereto shall also indemnify and hold harmless and defend the other Parties, their elected representatives, trustees, officers, agents, employees, and selected volunteers for any claims made by the elected representatives, trustees, officers, agents, employees, or selected volunteers of the indemnifying Party.

C. The clauses of this Section 17 shall survive the expiration or earlier termination of this Agreement until all claims against the Parties involving any of the indemnified matters are fully, finally and absolutely barred by the applicable statutes of limitation.

SECTION 18. INSURANCE.

A. **General Liability Insurance.** Each Party will procure and maintain commercial general liability insurance for bodily injury, personal injury and property damage providing for minimum limits of \$1,000,000 arising from any one occurrence and a \$2,000,000 general aggregate limit. Such insurance shall name the other Parties, their elected representatives, trustees, officers and employees as additional insureds by endorsement and shall be insured with an insurance company licensed to do business in California possessing a Best Insurance Service rating of no less than A:VII.

B. **Fire and Extended Coverage Insurance.** The County will procure and maintain or cause to be procured and maintained insurance on the Library with responsible insurers in an amount equal to the full replacement cost of the Library and the property located in the Library, so long as such insurance is available from reputable insurance companies, and if it is not, then in such amounts and against such risks (including accident to or destruction of the Library) as the County Risk Manager deems advisable or necessary and as usually covered in connection with facilities similar to the Library. Such insurance shall name the School District and the City as additional insureds as their interests may appear. The insurance shall be insured with an insurance company licensed to do business in California possessing a Best Insurance Service rating of no less than A:VII. In particular, the County will procure and maintain standard fire and extended coverage insurance, with vandalism and mischievous mischief endorsements, on the Library, its improvements and alterations, fixtures, furniture, furnishings, the collections and other property of the Library, to the extent of at least 100% of the full replacement value thereof.

C. **Insurance Proceeds.** In the event of any damage to or destruction of the Library caused by the perils covered by insurance, the proceeds thereof shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed portion of the Library and the fixtures and personal property of the Library, including, without limitation, the collections, furniture and furnishings. Upon receipt of the proceeds, the County shall begin such reconstruction, repair, or replacement promptly after such damage or destruction shall occur; shall continue and properly complete such reconstruction, repair, or replacement as expeditiously as possible; and shall pay out of such proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the Library shall be free and clear of all claims and liens.

D. **Additional Replacement Costs.** In the event the insurance proceeds are not sufficient to complete the reconstruction, repair or replacement of the Library, each Party agrees to have its representatives meet and confer with representatives of the other Parties to determine the funding of the amount needed to complete the reconstruction, repair or replacement of the Library.

E. **Insurance Coverage Review Process.** Not more frequently than each three years, if in the opinion of any of the Parties the amount of insurance coverage for each Party required by this Section 18 is at that time not adequate, each Party will consider increasing its insurance coverage as reasonably requested by the other Parties.

F. **Self-Insurance and Pooled Risk.** Any insurance required to be maintained pursuant to this Section 18 may be maintained under a self-insurance or pooled risk program so long as such self-insurance or pooled risk program is maintained in the amounts and manner usually maintained in connection with facilities similar to the Library.

G. **Certificates of Insurance.** Each Party shall provide the other Parties with written evidence of the insurance required in this Section 18 in the form of appropriate insurance certificates specifying amounts of coverage and expiration dates of all policies in effect, and naming the other Parties as additional insureds by endorsement, signed by the underwriter. Said certificates shall contain an endorsement requiring thirty (30) days prior written notice from the insurance company to the County, the City, and the School District, and each of them, before cancellation, non renewal or change in the coverage, scope or amount of insurance.

H. **Waiver of Subrogation.** The County, the City, and the School District, and each of them, hereby release and relieve the others of them, and waive their entire rights of recovery against the others of them for loss or damage arising out of or incident to the perils insured against under any insurance policies carried by the Parties, and each of them, and in force at the time of any such damage, which perils occur in, on or about the Library and the Library site and to the fixtures, personal property, the improvements and alterations in or on the Library and the Library site, whether due to the negligence of the County, the City, or the School District, or their elected representatives, trustees, officers, agents, employees, contractors or invitees. The County, the City, and the School District, and each of them, shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

SECTION 19. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the County, the School District and the City with regard to the new Winters Library and supersedes all prior negotiations, representations, or other agreements, whether written or oral, with regard to the new Winters Library. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective officers thereunto duly authorized, on the day and year as indicated below to be effective as of the day and year first above written.

County of Yolo

By _____
Frank Sieferman, Jr., Chair
Board of Supervisors

Attest:
Ana Morales, Clerk
Board of Supervisors

Approved as to Form:
Robyn Truitt Drivon, County Counsel

By _____
Deputy
(Seal)

By _____
Daniel Cederborg, Assistant County Counsel

Winters Joint Unified School District

By _____
President, Board of Trustees

Attest:

Approved as to Form:

Clerk, Board of Trustees

Attorney for Winters Joint Unified School District

City of Winters

By _____
Woody Fridae, Mayor

Attest:

Approved as to Form:

Nanci Mills, City Clerk

John Wallace, Attorney for City of Winters

AGREEMENT NO. _____

SITE LEASE AGREEMENT FOR THE WINTERS LIBRARY

This Site Lease Agreement ("Site Lease") is made and entered into this _____ day of December, 2006, between the Winters Joint Unified School District ("School District"), the City of Winters ("City"), and the County of Yolo ("County") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the School District, the City, and the County mutually desire to enter into a joint use cooperative agreement to construct and operate a joint use, co-located public and school library; and

WHEREAS, with the cooperation and financial and operational support of the City and the School District, the County intends to construct a library building, referred to as the Winters Library ("Library"), on designated real property situated in the City of Winters on the campus of Winters High School; and

WHEREAS, this new library building is necessary to meet the expanding library needs of the Winters community and School District students and desires the use of additional real property to do so; and

WHEREAS, in furtherance of this construction, it is necessary to identify a site for the new library and enter into an agreement whereby that site could be used for the new library; and

WHEREAS, the Parties hereto have agreed upon the site owned by the School District and identified and described in Exhibit I attached hereto and incorporated herein by reference; and

WHEREAS, the School District desires to make available this site for community library purposes and finds that in doing so, the School District would be acting in a manner consistent with the purposes for which school districts are established; and

WHEREAS, in providing the identified site property to the City and County for library purposes, the School District reaffirms such action as lying within the purpose and mission of the School District and determines that such real estate is not surplus property; and

WHEREAS, the purpose of this Site Lease is to serve as the agreement whereby the site identified and described in Exhibit I will be used as the site for the new Winters Library; and

WHEREAS, Education Code section 18130 authorizes counties and school districts having jurisdiction over the same territory to contract for the provision of school and county library services upon such terms and conditions as the Parties may agree; and

WHEREAS, the City has determined that this Site Lease is consistent with the terms of the Margaret Parsons Trust so as to permit funds from that Trust to be used to help pay the cost of construction of the new library building; and

WHEREAS, the Parties hereto determine that it is in the best interest of the entire Winters community to enter into this Site Lease for the purpose of providing enhanced library services to the Winters community;

NOW, THEREFORE, the School District, the City, and the County hereby agree as follows:

A. School District Responsibilities

1. The School District shall lease to the City and the County the use and possession of that certain real property ("Site") described in Exhibit I at no cost to either party.
2. The School District shall be responsible for the removal of all existing structures currently being used at the Site. The School District shall be responsible for the preparation of the ground of the premises to a condition suitable for construction thereon and to the satisfaction of the County. The School District shall complete all duties required under this paragraph within 90 days of a written notice of request by the County. The School District shall be responsible to provide and maintain all parking spaces on the Site greater than the 30 parking spaces provided and maintained by the County.

B. County Responsibilities

1. The County shall be responsible for the design, construction, and financing of a new library building on the premises in accordance with the terms and conditions of the Cooperative Agreement for the Winters Library entered into by the Parties. The new building shall be used for community and School District library purposes. Subject to the provisions of this Site Lease or any other agreement between the Parties hereto, the County shall be responsible to repair and maintain any and all improvements or landscaping placed upon the Site pursuant to this Site Lease. The County shall be responsible to provide and maintain 30 parking spaces on the Site.
2. Prior to the adoption of the plans for the new library building construction by the County's Board of Supervisors, the County shall consult with the School District Superintendent and the City Manager to seek School District and City input on the design of the proposed new library building. The School District and the City may either approve or object to the proposed plans in writing within thirty (30) calendar days of the receipt thereof. Any objections may be mailed or hand-delivered to the County Librarian and shall state the specific reasons for each objection, together with a factual statement as the basis for each reason. In the event that no objections or approval are received by the County Librarian within thirty (30) calendar days of delivery of the design to the School District and the City, the design shall be deemed approved by the School District and the City. The County shall

then have the right to have the final design adopted by its Board of Supervisors as if the design was affirmatively approved by the School District and the City. In the event that School District or the City timely objects to the design of the proposed new library building as provided herein, the County Librarian shall meet with the School District Superintendent and the City Manager in an attempt to resolve the objections. If the County Librarian, the School District Superintendent and the City Manager are unable to reach a mutually acceptable resolution, then the Board of Supervisors, the School District Board of Trustees and the City Council shall each designate two members as an ad hoc committee to meet as necessary to resolve the stated objections.

C. City Responsibilities

The City shall take all steps necessary to insure compliance with the Margaret Parsons Trust to the end that significant funds shall be available from that Trust to the County to help accumulate sufficient funds to pay the cost of construction of the new library building.

D. Mutual Responsibilities

1. The Parties acknowledge and agree that this Site Lease and any actions contemplated to be performed hereunder are not exempt from the California Environmental Quality Act ("CEQA"). The Parties further agree to fully cooperate to take such actions as necessary to comply with CEQA.

2. The Parties also agree that the terms herein do not conflict with or preempt any statute, ordinance or law to which they are subject, and specifically agree that any and all acts undertaken pursuant to this Site Lease will be in full compliance with any and all applicable rules, regulations, statutes and ordinances applicable to this Site Lease.

3. The Parties understand and agree that the new library building contemplated by this Site Lease cannot be constructed unless and until funding has been approved.

4. Each Party shall indemnify, defend and hold harmless each of the other Parties, their respective elected representatives, officers, agents, employees, and selected volunteers from and against all claims, demands, causes of actions, damages, liability, costs and expenses (including attorney fees) resulting, or alleged to result, in personal injury or property damage solely caused by, or alleged to be solely caused by, the actions or omissions of the indemnifying Party, its elected representatives, officers, agents, employees, contractors and subcontractors. In the event that the actions or omissions of either of the indemnified Parties, their respective elected representatives, officers, agents, employees, selected volunteers contractors, or subcontractors have contributed, or are alleged to have contributed, to the personal injury or property damages that has served as the basis for a claim, demand, cause of action, damages, liability, costs or expenses, then the California laws of contributory negligence shall apply.

5. If and when construction of the Library begins, the County shall have full and

undisturbed access to the Site at all times to build the Library and to operate a public library during the length of this Site Lease subject to the provisions of this Site Lease or any other agreement between the Parties hereto.

E. Notices

1. All notices required herein shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of the School District, the City, and the County at their respective addresses as follows:

School District: District Superintendent
909 West Grant Avenue
Winters, CA 95694

City: City Manager
318 First Street
Winters, CA 95694

County: County Librarian
226 Buckeye Street
Woodland, CA 95695

2. In lieu of written notice as required above, either party may provide notice through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notice and provided the following facsimile telephone numbers are used:

School District: (530) 795-6114
City: (530) 795-4935
County: (530) 666-8006

3. Either Party may change the address or facsimile number to which such communication are to be given by providing the other Parties with written notice fifteen (15) calendar days prior to the effective date of the change.

4. All notices shall be effective upon receipt and shall be deemed received through delivery on the day personally served or served using facsimile machines, and on the fifth (5th) day following deposit in the mail if sent by first class United States Mail.

F. Term

1. This Site Lease shall become effective upon approval by all parties and shall continue for fifty (50) years following substantial completion of construction of the library. The Parties hereto agree that the construction of a building shall commence before the second anniversary of the effective date of this Site Lease, and that the construction shall be completed within three (3) years of the effective date of this Site Lease. The Parties further agree that the

useful life of the new library building will be no less than fifty (50) years. The Parties also agree that no threat of forfeiture of the Site shall occur during the term of this Site Lease. The remedy for any default by the City and the County does not include cancellation of this Site Lease, retaking of the property, or eviction of the City or the County.

2. The School District may terminate this Site Lease upon sixty (60) days written notice to the County and the City if the new library construction project is not completed within three (3) years from the date of this agreement.

G. Miscellaneous Provisions

1. The Parties agree that the County will solely own the library building constructed pursuant to this Site Lease during the term of this Site Lease. Thereafter, the School District shall solely own the Site and the building unless the Parties enter into a subsequent agreement that provides otherwise.

2. School District officials, students, and employees shall be permitted to occupy and use the premises subject to written agreement between the Parties.

3. The waiver by any Party or the failure of a Party to take action with respect to any right conferred by this Site Lease, or any breach of any obligation or responsibility of this Site Lease shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Site Lease.

4. This Site Lease shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding arising out of this Site Lease shall be filed in a California State court located in Woodland, California.

5. No portion of the premises, or any Party's interest in this Site Lease may be acquired by any person or entity other than one of the Parties hereto, whether by assignment, sublease or transfer without the prior written consent of the other Parties. Any consent under this provision shall not be unreasonably withheld. However, any subsequent encumbrance on the Site or assignment, sublease, or transfer of any interest in the Site shall be subject to the terms and conditions of this Site Lease.

6. The School District, the City and the County have cooperated in the drafting and preparation of this Site Lease. In any construction to be made of this Site Lease the same shall not be construed against either party.

7. This Site Lease represents the entire integrated Site Lease between the Parties concerning the lease of a site for a new Winters Library and supersedes all prior negotiations, representations or agreements, either written or oral, on this specific subject. The Parties recognize that there will be other agreements between them as necessary to address the operational aspects of the new Winters Library if constructed.

IN WITNESS WHEREOF, the Parties hereto have caused this Site Lease to be executed by duly authorized officers as of the day and year above written.

County of Yolo

By _____
Frank Sieferman, Jr., Chair
Board of Supervisors

Attest:
Ana Morales, Clerk
Board of Supervisors

Approved as to Form:
Robyn Truitt Drivon, County Counsel

By _____
Deputy
(Seal)

By _____
Daniel Cederborg, Assistant County Counsel

Winters Joint Unified School District

By _____
President, Board of Trustees

Attest:

Approved as to Form:

Clerk, Board of Trustees

Attorney for Winters Joint Unified School District

City of Winters

By _____
Woody Fridae, Mayor

Attest:

Approved as to Form:

Nanci Mills, City Clerk

John Wallace, Attorney for City of Winters



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: December 12, 2006
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Winters Center for the Arts- Proposed Grant

RECOMMENDATION:

That the City Council consider approval of a \$2,500 grant to the Winters Center for the Arts.

BACKGROUND:

At the November 7, 2006 City Council Meeting, Staff was asked to meet with the representatives from the Winters Center for the Arts to consider the terms for a grant in the amount of \$2,500. Staff has met with WCA and is recommending terms for the allocation.

DISCUSSION:

Staff has met with Eric Dowd, President of the Board for WCA and we have discussed the following terms of a grant award.

1. **Art Show:** WCA will be responsible for coordinating a downtown art show to include displays, participation activities and sales. WCA will be responsible for advertisement and marketing of the event as well as the administration of the show. This would occur in the Spring, 2007.
2. **Classes:** During the period from January to May, WCA will initiate 4 classes cooperatively with the City of Winters. The classes will be conducted at the WCA storefront application.
3. **Rent:** The grant would be in the form of direct payment of rent for WCA.

The WCA has reviewed and is in concurrence with the terms of these requirements.

FISCAL IMPACT: \$2,500

JOHN C. WALLACE

ATTORNEY AT LAW
312A RAILROAD AVENUE
P. O. Box 578
WINTERS, CA 95694

CA State Bar #63121
PHONE (530) 795-4171
FAX (530) 795-4171

MEMORANDUM

Date: December 6, 2006

To: Winters Community Development Agency

FROM: John C. Wallace

RE: Purchase of 23 Main Street, Winters

Dear Agency Members:

Your staff has negotiated a purchase of the vacant lot at 23 Main Street, Winters. Purchase Price includes \$154,126.00, representing the value of the property, \$18,750 in acquisition avoidance costs (12.5%), and the CDA is to pay the escrow fees (estimated at less than \$5,000). The property will be taken "AS IS", including the City improvements already on the property. A detailed analysis will be sent under separate cover.

MAYOR:
Woody Fridae
MAYOR PRO TEM:
Michael Martin
COUNCIL:
Cecilia Aguiar-Curry
Harold Anderson
Tom Stone



MAYOR EMERITUS:
J. Robert Chapman
TREASURER:
Michael Sebastian
CITY CLERK:
Nanci Mills
CITY MANAGER:
John W. Donlevy, Jr.

November 16, 2006

Michael Barbour and Valerie Whitworth
P.O Box 757
Winters, Ca 95694

RE: Purchase Offer #3- 23 Main Street

Dear Michael and Valerie:

Per our meeting and discussion on October 25, 2006 regarding the Appraisal Report for 23 Main Abbey Street in Winters, California, Assessor's Parcel No. 0003-204-12-1 (the "Property"), I would like to provide a revised offer of purchase to you.

You have indicated a previous purchase price of \$125,000 and expenses to date of \$29,126 for a total cost of \$154,126. The appraised value of the property has been established at \$150,000.

The CDA is not authorized to pay more for the Property than its appraised market value unless certain findings can be made that purchase of the Property at an amount greater than the appraised value is in the public's best interest. In order to avoid additional administrative, legal and acquisition costs regarding the acquisition of this property, Staff is prepared to recommend a purchase price of \$172,876 with total Agency Costs as follows:

Purchase Price:	\$154,126.00
12.5% Acquisition Avoidance cost	\$ 18,750.00
Escrow Costs	\$ 5,000.00
Total Agency Acquisition	\$177,876.00

Should you sign this Offer to Purchase letter, agreeing to the terms herein, the CDA agrees to consider this item at a regularly scheduled City Council/CDA public hearing. Provided certain findings are made and authorization to purchase approved, the CDA agrees to pay One Hundred Seventy Two Thousand Eight Hundred Seventy Six dollars (\$172,876) for the Property. The Agency will also cover all escrow and closing costs for the title transfer of the property.

Previous discussions with representatives of the Winters Center for the Arts have included the preparation of a development agreement with terms which include as follows:

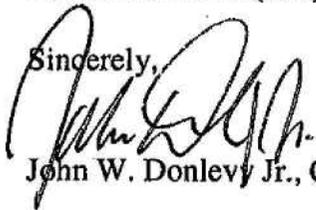
**Offer of Purchase #3- 23 Main Street
Letter to Michael Barbour and Valerie Whitworth
November 16, 2006
Page 2**

- The CDA will overlay a permanent ten foot (10') access easement through the property from the alley to Main Street for pedestrian access.
- The CDA and the Winters Center for the Arts will enter into an agreement which will provide an option for the leasing back of the property and/or outright purchase of the property by the Center. Said agreement would be subject to the advancement of a bona fide development proposal for the construction of an Art's Center building on the site for use by the Winters Center for the Arts and the public. This condition would remain in effect for a period of five (5) years, subject to extensions pursuant to advancement of a funding program by the Center.
- The CDA and Center will work cooperatively on interim improvements for the site to include such amenities as an art garden and display areas to be located on the property.

Enclosed are two originals of this letter. If you agree with these terms, please have the sign and return both originals to me no later than **4:00 p.m. on Tuesday, November 21, 2006**. Upon full execution of the offer letter we will take this item to a public hearing of the City Council and CDA for consideration. Should findings be made to authorize the \$172,876 purchase price, a purchase and sale agreement will be drafted in accordance with these terms for your final approval.

Please call me at (530) 795-4910 x110 if you have any questions.

Sincerely,



John W. Donlevy Jr., City Manager/Executive Director

AGREED:

I agree to and accept the terms outlined in the City of Winters Community Development Agency's written offer to purchase dated November 16, 2006.

Michael Barbour, Owner
Valerie Whitworth, Owner

Owner

Date

Owner

Date

***Offer of Purchase #3- 23 Main Street
Letter to Michael Barbour and Valerie Whitworth
November 16, 2006
Page 3***

City of Winters Community Development Agency

Mike Martin, Chairman
City of Winters
Community Development Agency

Date